

Next Ord: 1670-11
Next Res: 840-11

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

March 9, 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 March 1, 2011 Work Session)
 - b. Finance
 - Claim Checks #71549 to # 71633 in the amount of \$116,208.65.
 - Payroll Checks #49879 to #49982 in the amount of \$248,320.63.
 - c. Professional Services Agreement No. 2011-PS-11 and 12 for Materials Testing and Special Inspections On-Call Professional Services
 - d. Possible Bid Award - Public Works Agreement Nos. 2011-PW-15 and 16 Miscellaneous On-Call Maintenance Services
 - e. Task Order Approval - Public Works Agreement Nos. 2011-PW-04 On-Call Construction Services
 - f. Proclamation - "Lions Day" - March 18, 2011
4. Special Presentation - Skagit Valley Tulip Festival Poster - Cindy Verge
 5. Public Comment (Limited to 3-5 minutes)

NEW BUSINESS

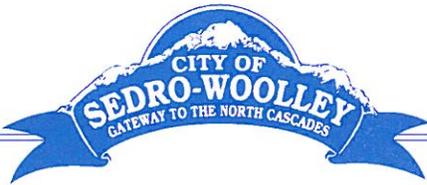
6. Community Center Cleaning Ordinance - (1st reading)
7. Senior Center Rental Ordinance - (1st reading)
8. Ordinance - 2011 Budget Amendment #1 (action requested)
9. Ordinance - Ambulance Authority (action requested)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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

MAR 09 2011

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



DATE: March 9, 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 March 9, 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.

MAR 09 2011

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 23, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Hugh Galbraith and Rick Lemley. Staff: Fire Chief Klinger

Due to inclement weather staff was excused from attending the Council meeting.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #71442 to #71548 in the amount of \$187,280.90
 - Payroll Checks #49773 to #49878 in the amount of \$179,217.79
- Community Event Status – Sedro-Woolley Rotary Club Summer Concert Series
- Tactical Equipment Grant Bid Awards – Blumenthal Uniforms and ProForce Marketing
- Possible Bid Award – Public Works Agreement Nos. 2011-PW-08. 09. 10, 11 and 12 – Miscellaneous On-Call Maintenance Services

Councilmember Galbraith moved to approve the consent calendar A through E. Seconded by Councilmember Splane. Motion carried (5-0).

Special Presentation – Skagit Valley Tulip Festival Poster – Cindy Verge

Due to inclement weather, the special presentation will be rescheduled.

Public Comment

No public comment received.

UNFINISHED BUSINESS

Ordinance – Council Meeting Day Change

Mayor Anderson reviewed the proposed ordinance which would change the Council worksession from the first Tuesday of each month to the first Wednesday of each month, placing all Council sessions on Wednesday's. Exceptions are the meeting prior to the Thanksgiving holiday will be on the fourth Tuesday rather than the fourth Wednesday

and the Christmas holiday will be at 4:00 P.M. on the Tuesday before Christmas rather than the fourth Wednesday.

Councilmember Lemley moved to approve Ordinance No. 1699-11 An Ordinance changing the day of the first meeting each month to Wednesday. Seconded by Councilmember Splane. Motion carried (5-0).

Mayor Anderson reported on the recent visit to Olympia by himself, Supervisor/Attorney Berg, Engineer Freiburger and Councilmember Splane. He specifically addressed the Burlington Northern Bridge and a proposed joint resolution with Burlington and Mount Vernon.

Councilmember Galbraith moved to approve Resolution #839-11 A joint resolution with the cities of Mount Vernon Sedro-Woolley and Burlington requesting PE/NEPA funding for replacement of the Burlington-Northern/Santa Fe Bridge.

All other scheduled New Business was postponed to the next meeting.

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

The meeting adjourned at 7:07 P.M.

MAR 09 2011

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

CITY OF SEDRO-WOOLLEY

Joint Planning Commission and Council Worksession
March 1, 2011 – 7:00 P.M. – Public Safety Training Room

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

Pledge of Allegiance

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Planning Commission: Stephanie Lokkebo, Rick Judd, Jennifer Eldred, Jim Johnson, Pat Huggins and Terry Carter. Staff: City Supervisor/Attorney Berg, Planner Moore and Sr. Planner Coleman.

2011 Comprehensive Plan Docket

- Planner Moore discussed item A, detailing the proposed 2011 Comprehensive Plan docket. Discussion followed regarding item 2 and 3. Questions were asked regarding process which Moore addressed. No action was taken.

2011 Proposed Planning Commission Work Plan

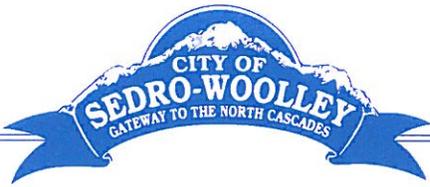
- Planner Moore discussed item B, the proposed 2011 Planning Commission Work Plan. A discussion of PRD's followed with many questions. Discussion regarding commercial uses and the location of buildings in lots with regard to parking. Councilmember Storrs commented on street trees. More discussion on parking lot locations followed in detail.
- Moore illustrated how buildings could be located at the sidewalks with parking behind. Mayor Anderson moved the meeting forward as the discussion had grown stale.

The meeting was adjourned at 8:50 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 09 2011

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



DATE: March 9, 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 March 9, 2011.

Motion to approve Claim Checks #71549 to #71633 in the amount of \$116,208.65.

Motion to approve Payroll Checks #49879 to #49982 in the amount of \$248,320.63.

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
 03/09/2011 (Printed 03/03/2011 15:28)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71549	HOLMBERG, KERIG	TRAVEL	PD	90.00
		WARRANT TOTAL		90.00
71550	ALLEN, DEBRA	PROFESSIONAL SERVICES	SWR	85.00
		WARRANT TOTAL		85.00
71551	LLOYD RUSSELL	REPAIRS/MAINT-EQUIP	FD	310.95
		WARRANT TOTAL		310.95
71552	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	5.60
		MISC-LAUNDRY	ST	6.74
		LAUNDRY	SWR	7.51
		WARRANT TOTAL		19.85
71553	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	203.91
		AUTO FUEL	CS	91.63
		AUTO FUEL	CS	106.28
		AUTO FUEL	PD	106.48
		AUTO FUEL	PD	1,564.23
		AUTO FUEL/DIESEL	FD	750.05
		AUTO FUEL/DIESEL	CEM	173.60
		AUTO FUEL/DIESEL	ST	178.57
		AUTO FUEL/DIESEL	ST	208.20
		AUTO FUEL/DIESEL	SWR	114.59
		AUTO FUEL/DIESEL	SWR	133.01
		AUTO FUEL/DIESEL	SAN	2,146.70
		AUTO FUEL/DIESEL	SWTR	172.84
		WARRANT TOTAL		5,950.09
71554	BANK OF AMERICA	MISC-DUES/SUBSCRIPTIONS	FIN	50.00
		SUPPLIES	ENG	43.98
		WARRANT TOTAL		93.98
71555	BANK OF AMERICA	TRAVEL	LGS	115.30
		TRAVEL	LGS	117.34
		MEALS/TRAVEL	EXE	23.36
		MEALS/TRAVEL	EXE	56.81
		MEALS/TRAVEL	EXE	117.34
		MEALS/TRAVEL	EXE	117.34
		MEALS/TRAVEL	EXE	117.34
		EMPLOYEE RECOGNITION	EXE	22.56
		EMPLOYEE WELLNESS	EXE	49.74
		EMPLOYEE WELLNESS	EXE	53.29
		EMPLOYEE WELLNESS	EXE	23.80
		EMPLOYEE WELLNESS	EXE	68.17
		WARRANT TOTAL		882.39
71556	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK		208.23
		WARRANT TOTAL		208.23
71557	BANK OF AMERICA	TUITION/REGISTRATION	LIB	150.00
		EARLY LITERACY	LIB	54.90

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		EARLY LITERACY LIB	12.50
		EARLY LITERACY LIB	64.28
		BOOKS, PERIOD, RECORDS LIB	187.00
		WARRANT TOTAL	468.68
71558	BANK OF AMERICA	EMPLOYEE WELLNESS EXE	408.00
		WARRANT TOTAL	408.00
71559	BANK OF AMERICA	REPAIR-MAINTENANCE SUPPLIES IT	43.26
		SMALL TOOLS/MINOR EQUIP IT	97.13
		INTERNET SERVICES IT	9.28
		SOFTWARE MAINT & SUPPORT IT	367.88
		DUES/SUBSCRIPTIONS ENG	796.00
		MAINT OF GENERAL EQUIP SWR	140.97
		WARRANT TOTAL	1,454.52
71560	BAY CITY SUPPLY	OPERATING SUP - RIVERFRONT PK	752.39
		OPERATING SUP - COMM CENTER PK	86.14
		OPERATING SUP - CITY HALL PK	80.35
		OPERATING SUP - CITY HALL PK	218.93
		REPAIR/MT-SMALL TOOLS EQUIP PK	13.53
		WARRANT TOTAL	1,151.34
71561	BERG, ERON	MEALS/TRAVEL EXE	7.00
		WARRANT TOTAL	7.00
71562	BIRCH EQUIPMENT CO INC	BUILDINGS & STRUCTURES ST	649.20
		WARRANT TOTAL	649.20
71563	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES PD	259.68
		UNIFORMS/ACCESSORIES PD	146.56
		WARRANT TOTAL	406.24
71564	BLUNT, TAMARA	OFFICE/OPERATING SUPPLIES PD	8.60
		WARRANT TOTAL	8.60
71565	BOULDER PARK, INC	SOLIDS HANDLING SWR	5,915.40
		WARRANT TOTAL	5,915.40
71566	BOUND TREE CORPORATION	OPERATING SUPPLIES FD	110.36
		WARRANT TOTAL	110.36
71567	BROWN & COLE STORES	OPERATING SUPPLIES FD	31.66
		WARRANT TOTAL	31.66
71568	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES PD	170.16
		WARRANT TOTAL	170.16
71569	CARROT-TOP INDUSTRIES INC	FLAGS FD	53.46
		WARRANT TOTAL	53.46
71570	CERTIFIED LABORATORIES	OPERATING SUPPLIES SAN	212.48

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		212.48
71571	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	PD	196.00
		INSURANCE	PD	250.00
		INSURANCE	PD	1,198.37-
		INSURANCE	PD	668.02-
		INSURANCE	PD	525.10-
		INSURANCE	PD	758.19
		INSURANCE	FD	1,112.64
		INSURANCE	FD	1,026.14-
		INSURANCE	FD	916.51-
		INSURANCE	FD	2,300.06
		INSURANCE	PK	5.33
		INSURANCE	ST	273.58-
		INSURANCE	SWR	458.00
		WARRANT TOTAL		472.50
71572	CONCRETE NOR'WEST, INC.	OTHER IMPROVEMENTS	PK	429.83
		MAINTENANCE OF LINES	SWR	489.49
		WARRANT TOTAL		919.32
71573	CONSOLIDATED SUPPLY CO.	REPAIR/MAINT-LIBRARY	PK	738.65
		WARRANT TOTAL		738.65
71574	COUNTRYSIDE SALES & SERVICE	REPAIR & MAINT - AUTO	PD	43.17
		WARRANT TOTAL		43.17
71575	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	153.64
		WARRANT TOTAL		153.64
71576	DAY WIRELESS SYSTEMS INC	VEHICLES	PD	940.02
		WARRANT TOTAL		940.02
71577	DISPLAY SALES	HOLIDAY DISPLAYS	PK	308.00
		WARRANT TOTAL		308.00
71578	DOORMAN COMMERCIAL LLC	REPAIR/MT-SENIOR CENTER	PK	160.14
		REPAIR/MT-HAMMER SQUARE	PK	240.20
		WARRANT TOTAL		400.34
71579	E & E LUMBER	MACHINERY & EQUIPMENT	PD	12.97
		MACHINERY & EQUIPMENT	PD	6.48
		OPERATING SUPPLIES	FD	8.00
		OPERATING SUP - RIVERFRONT	PK	11.35
		OPERATING SUP - CITY HALL	PK	7.52
		REPAIR/MAINT-CITY HALL	PK	24.89
		OPERATING SUPPLIES	CEM	3.79
		BUILDINGS & STRUCTURES	ST	67.63
		BUILDINGS & STRUCTURES	ST	8.60
		BUILDINGS & STRUCTURES	ST	50.78
		BUILDINGS & STRUCTURES	ST	122.82
		REPAIRS/MAINTENANCE	SWTR	45.97

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		370.80
71580	ELLIS, MIKE	MACHINERY & EQUIPMENT	PD	57.20
		WARRANT TOTAL		57.20
71581	EDGE ANALYTICAL, INC.	SOLID WASTE DISPOSAL	SAN	445.00
		WARRANT TOTAL		445.00
71582	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	19.37
		SUPPLIES	ENG	11.89
		WARRANT TOTAL		31.26
71583	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	8.85
		OPERATING SUPPLIES	FD	10.47
		WARRANT TOTAL		19.32
71584	FEI-SEATTLE WW #1539	MAINTENANCE OF LINES	SWR	686.13
		WARRANT TOTAL		686.13
71585	FRONTIER	TELEPHONE	PD	57.97
		TELEPHONE	FD	130.41
		TELEPHONE	PK	174.93
		PUBLIC UTILITIES-CITY HALL	PK	29.58
		TELEPHONE	CEM	77.39
		TELEPHONE	LIB	122.24
		WARRANT TOTAL		592.52
71586	GATEWAY SEPTIC SERVICE LLC	REPAIRS/MT-RV PARK	PK	216.40
		WARRANT TOTAL		216.40
71587	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
71588	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	369.00
		WARRANT TOTAL		369.00
71589	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	37.24
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	FD	75.74
		REPAIRS/MAINT-EQUIP	FD	37.23
		WARRANT TOTAL		225.95
71590	KING CO. DEPT OF FINANCE	SOLIDS HANDLING	SWR	3,276.74
		WARRANT TOTAL		3,276.74
71591	MARTIN MARIETTA MATERIALS	MAINTENANCE OF LINES	SWR	688.59
		WARRANT TOTAL		688.59
71592	MITEL NETWORKS INC.	SOFTWARE MAINT & SUPPORT	IT	734.95
		WARRANT TOTAL		734.95
71593	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	763.32

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		REPAIRS/MAINT-EQUIP	SAN	15.94
		REPAIRS/MAINT-EQUIP	SAN	21.80
		WARRANT TOTAL		801.06
71594	NEXTEL COMMUNICATIONS	TELEPHONE	PD	399.00
		WARRANT TOTAL		399.00
71595	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	22.83
		REPAIR & MAINT - AUTO	PD	394.15
		REPAIR & MAINT - AUTO	PD	22.59
		REPAIR & MAINT - AUTO	PD	22.83
		REPAIR & MAINT - AUTO	PD	143.45
		REPAIR/MAINTENANCE-EQUIP	ST	27.88
		WARRANT TOTAL		633.73
71596	NORTH COAST ELECTRIC CO.	MAINTENANCE CONTRACTS	SWR	1,206.66
		WARRANT TOTAL		1,206.66
71597	NORTHWEST REGIONAL	DUES/SUBSCRIPTIONS	PD	400.00
		WARRANT TOTAL		400.00
71598	OASYS	REPAIRS & MAINTENANCE	PD	127.08
		REPAIRS/MAINT-EQUIP	PD	127.08
		REPAIR/MAINTENANCE-EQUIP	LIB	68.73
		WARRANT TOTAL		322.89
71599	OFFICE DEPOT	SUPPLIES	FIN	61.94
		WARRANT TOTAL		61.94
71600	OCLC, INC.	CATALOGUE SUBSCRIPTION	LIB	3,122.47
		WARRANT TOTAL		3,122.47
71601	OLIVER-HAMMER CLOTHES	UNIFORMS/ACCESSORIES	PD	200.15
		CLOTHING	ST	146.05
		SAFETY EQUIPMENT	SWR	189.87
		OPERATING SUPPLIES	SAN	421.92
		WARRANT TOTAL		957.99
71602	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	110.86
		REPAIRS/MAINT-EQUIP	SAN	353.34
		REPAIRS/MAINT-EQUIP	SAN	27.79
		WARRANT TOTAL		491.99
71603	PETTY CASH-DEBRA PETERSON	EARLY LITERACY	LIB	78.89
		BOOKS, PERIOD, RECORDS	LIB	18.43
		WARRANT TOTAL		97.32
71604	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTAGE	47.33
		INSP	
		WARRANT TOTAL	284.00
71605	PUGET SOUND ENERGY	PUBLIC UTILITIES	30.80
		REPAIRS & MAINTENANCE	9.93
		UTILITIES-RIVERFRONT	354.70
		UTILITIES-SENIOR CENTER	291.47
		UTILITIES-TRAIN	50.05
		UTILITIES-HAMMER SQUARE	320.00
		UTILITIES-BINGHAM & MEMORIAL P	68.68
		UTILITIES - SHOP	67.98
		UTILITIES - SHOP	28.60
		UTILITIES - OTHER	9.93
		PUBLIC UTILITIES-CITY HALL	2,379.21
		PUBLIC UTILITIES	73.38
		PUBLIC UTILITIES	12.26
		PUBLIC UTILITIES	163.19
		PUBLIC UTILITIES	336.28
		PUBLIC UTILITIES	84.42
		PUBLIC UTILITIES	254.62
		ADVERTISING	39.20
		PUBLIC UTILITIES	9,563.26
		PUBLIC UTILITIES	147.60
		PUBLIC UTILITIES	127.03
		WARRANT TOTAL	14,412.59
71606	QUIRING MONUMENTS, INC.	LINERS	100.00
		CEM	
		WARRANT TOTAL	100.00
71607	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART	16,666.51
		WARRANT TOTAL	16,666.51
71608	SAFETY MEETING OUTLINES	SAFETY EQUIPMENT	33.75
		SAFETY EQUIPMENT	33.75
		SAFETY EQUIPMENT	33.75
		OPERATING SUPPLIES	33.75
		WARRANT TOTAL	135.00
71609	SALSEINA, NATHAN	MISC-PERMITS & LICENSES	33.00
		PK	
		WARRANT TOTAL	33.00
71610	SCIENCE ILLUSTRATED	BOOKS, PERIOD, RECORDS	34.00
		LIB	
		WARRANT TOTAL	34.00
71611	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	4.71
		OPERATING SUPPLIES	5.98
		REPAIR/MAINTENANCE-EQUIP	56.81
		REPAIR/MAINTENANCE-EQUIP	47.18
		REPAIR/MAINTENANCE-EQUIP	63.61
		REPAIR/MAINTENANCE-EQUIP	25.87
		WARRANT TOTAL	204.16

CITY OF SEDRO-WOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71612	SEDRO-WOLLEY GLASS	REPAIR/MT-HARRY OSBORNE	PK	491.44
		WARRANT TOTAL		491.44
71613	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	13,774.50
		WARRANT TOTAL		13,774.50
71614	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	8.59
		PROFESSIONAL SERVICES	IT	575.82
		OPERATING LEASE-COMPUTER	PD	3,191.30
		WARRANT TOTAL		3,775.71
71615	SKAGIT CO HEALTH DEPT	MISC-PERMITS & LICENSES	PK	80.00
		WARRANT TOTAL		80.00
71616	SKAGIT CO. COMMUNITY SERVICES	SKAGIT COUNCIL ON ALCOHOL	ALC	3,152.35
		WARRANT TOTAL		3,152.35
71617	SKAGIT COUNTY SHERIFF	PRISONERS	PD	8,212.50
		WARRANT TOTAL		8,212.50
71618	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	90.75
		WARRANT TOTAL		90.75
71619	SKAGIT READY MIX, INC.	BUILDINGS & STRUCTURES	ST	1,483.42
		WARRANT TOTAL		1,483.42
71620	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	40.00
		WARRANT TOTAL		40.00
71621	SMILEY'S INC.	REPAIRS/MAINT-EQUIP	SAN	8.87
		WARRANT TOTAL		8.87
71622	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	29.16
		OFFICE/OPERATING SUPPLIES	PD	2.15
		OFFICE SUPPLIES	SWR	41.62
		OFFICE SUPPLIES	SWR	68.56
		OFFICE SUPPLIES	SWR	4.81
		OFFICE SUPPLIES	SWR	115.27
		WARRANT TOTAL		261.57
71623	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	1,493.00
		WARRANT TOTAL		1,493.00
71624	TRUE VALUE	SMALL TOOLS/MINOR EQUIP	IT	19.47
		SMALL TOOLS/MINOR EQUIP	IT	25.62
		OPERATING SUPPLIES	FD	4.86
		SMALL TOOLS & MINOR EQUIP	FD	19.47
		SMALL TOOLS/MINOR EQUIP	CEM	39.24
		OPERATING SUPPLIES	SWR	14.91
		OPERATING SUPPLIES	SWR	30.78
		OPERATING SUPPLIES	SWR	12.86
		OPERATING SUPPLIES	SWR	25.44

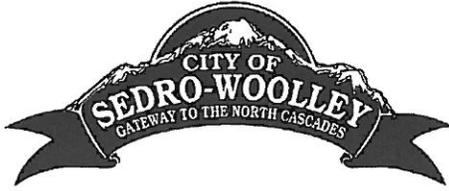
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUPPLIES SWR	18.91
		OPERATING SUPPLIES SWR	19.45
		OPERATING SUPPLIES SWR	29.18
		WARRANT TOTAL	260.19
71625	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE CS	160.58
		REPAIR/MT-SMALL TOOLS EQUIP PK	27.04
		REPAIR/MT-SMALL TOOLS EQUIP PK	23.28
		REPAIR/MT-SMALL TOOLS EQUIP PK	6.82
		REPAIR/MT-SMALL TOOLS EQUIP PK	40.73
		REPAIR/MT-SMALL TOOLS EQUIP PK	136.44
		MAINT OF GENERAL EQUIP SWR	61.44
		MAINT OF GENERAL EQUIP SWR	16.86
		MAINT OF GENERAL EQUIP SWR	7.01
		REPAIRS/MAINTENANCE SWTR	77.17
		WARRANT TOTAL	557.37
71626	VERIZON WIRELESS	TELEPHONE FIN	124.62
		TELEPHONE LGL	57.31
		TELEPHONE IT	57.31
		NEXTEL CELL PHONES	119.01
		NEXTEL CELL PHONES	14.08
		TELEPHONE PD	57.31
		TELEPHONE PD	559.19
		TELEPHONE PD	24.70
		TELEPHONE FD	129.03
		TELEPHONE FD	149.20
		TELEPHONE INSP	33.58
		TELEPHONE PK	124.53
		TELEPHONE CEM	14.08
		TELEPHONE ST	74.10
		NEXTEL CELL PHONES	184.89
		NEXTEL CELL PHONES SAN	157.42
		WARRANT TOTAL	1,880.36
71627	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS PD	180.00
		WARRANT TOTAL	180.00
71628	WA STATE CRIMINAL JUSTICE	TRAVEL PD	60.00
		TUITION/REGISTRATION PD	50.00
		WARRANT TOTAL	110.00
71629	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT SWR	4,602.90
		WARRANT TOTAL	4,602.90
71630	WA STATE DEPT. OF L & I	REPAIR/MAINT-CITY HALL PK	109.40
		WARRANT TOTAL	109.40
71631	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	36.00
		WARRANT TOTAL	36.00
71632	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	4,577.65

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	4,577.65
71633	WELCH, DAVID	OFFICE/OPERATING SUPPLIES PD	149.64
		WARRANT TOTAL	149.64
		RUN TOTAL	116,208.65

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	47,829.17
101	PARK FUND	8,349.69
102	CEMETERY FUND	526.81
103	STREET FUND	3,573.78
104	ARTERIAL STREET FUND	16,666.51
105	LIBRARY FUND	4,307.69
108	STADIUM FUND	39.20
401	SEWER FUND	29,736.86
412	SOLID WASTE FUND	4,755.93
425	STORMWATER	423.01
TOTAL		116,208.65

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
03/09/2011 (Printed 03/03/2011 15:28)

DEPARTMENT	AMOUNT
001 000 000	4,577.65
001 000 011	272.64
001 000 013	1,064.75
001 000 014	303.27
001 000 015	148.06
001 000 017	1,939.31
001 000 018	562.40
001 000 019	47.33
001 000 020	1,032.29
001 000 021	17,075.71
001 000 022	17,572.50
001 000 024	80.91
001 000 062	3,152.35
FUND CURRENT EXPENSE FUND	47,829.17
101 000 076	8,349.69
FUND PARK FUND	8,349.69
102 000 036	526.81
FUND CEMETERY FUND	526.81
103 000 042	3,573.78
FUND STREET FUND	3,573.78
104 000 042	16,666.51
FUND ARTERIAL STREET FUND	16,666.51
105 000 072	4,307.69
FUND LIBRARY FUND	4,307.69
108 000 019	39.20
FUND STADIUM FUND	39.20
401 000 035	29,736.86
FUND SEWER FUND	29,736.86
412 000 037	4,755.93
FUND SOLID WASTE FUND	4,755.93
425 000 039	423.01
FUND STORMWATER	423.01
TOTAL	116,208.65



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 09 2011

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

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Professional Services Agreements No. 2011-PS-11 and 12 for
Materials Testing and Special Inspections On-Call Professional Services**

DATE: March 1, 2011 (for Council action March 9, 2011)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreements No. 2011-PS-11 and 12 as noted below for materials testing and special inspections on-call professional service agreements?

BACKGROUND/DISCUSSION

The city has utilized the services of various firms for on-call professional services for materials testing and special inspections. The attached agreements represent the 2011 on-call services that are anticipated for this type of professional service.

2011-PS-11 – GeoTest Services Inc. – NTE \$5,000

2011-PS-12 – Materials Testing & Consulting Inc. – NTE \$5,000

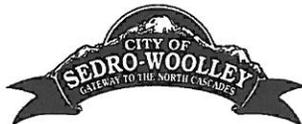
FINANCE

Individual Task Orders will be issued for work items as needed. Budgets will be identified and approval sought through the normal process. Task order work will generally be from one of the following budget line items:

001.000.020.532.20.41.00 Professional Services – Engineering \$28,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2011-PS-11 and 12 as noted above for materials testing and special inspections on-call professional service agreements.



PROFESSIONAL SERVICES AGREEMENT No. 2011-PS-11

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

This Agreement made and entered into this **10th** day of **March, 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 **GeoTest Services Inc.** whose address is **741 Marine Drive, Bellingham, WA 98225** 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 **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

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

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

Cost not to exceed \$ 5,000 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, 2011**.

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 (**\$1 Million**) 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 (**\$1 Million**) 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 **10th** day of **March, 2011**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

GeoTest Services Inc.

By: _____

FEE SCHEDULE

City of Sedro-Woolley On-Call Agreement 2011

SPECIAL INSPECTION SERVICES

Reinforced Concrete	52.00 hour
Prestressed Concrete	52.00 hour
Structural Masonry	52.00 hour
Spray-Applied Fireproofing	52.00 hour
Lateral Framing (Wood & Steel)	52.00 hour
Structural Steel Welding and Bolt Torque.....	52.00 hour
Proprietary Anchors	52.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	55.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	60.00 hour
Laboratory Technician	52.00 hour
Field Technician.....	52.00 hour
Field Sampling	52.00 hour
Clerical	40.00 hour

ENGINEERING & ENVIRONMENTAL SERVICES

Geotechnical Engineer.....	120.00 hour
Technical Director	120.00 hour
Engineering Geologist.....	85.00 hour
Hydrogeologist	85.00 hour
Environmental Professional	85.00 hour
Project Manager.....	75.00 hour
Geologist	75.00 hour
Geotechnical Technician.....	60.00 hour

SPECIALTY SERVICES

Bolt Pull-out Tests.....	80.00 hour
Rebar Location (Pachometer).....	80.00 hour
Concrete & Asphalt Coring	80.00 hour
Schmidt Hammer	80.00 hour
Windsor Probe	80.00 hour
Brick Shear Testing (2 man crew)	150.00 hour
Floor Flatness Testing (Dipstick)	90.00 hour
Field Infiltration Testing.....	70.00 hour
Turbidity Monitoring	60.00 hour
Moisture Emission Testing.....	75.00 hour
Floor Moisture Test Kits	25.00 ea
Windsor Probe Pins (Set of 3)	35.00 set

GEO TEST SERVICES, INC.

FEE SCHEDULE

City of Sedro-Woolley On-Call Agreement 2011

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	20.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing).....	50.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing).....	50.00 ea
Shotcrete Panel - 3 Cores Per Panel.....	150.00 ea
Additional Shotcrete Cores	50.00 ea
Flexural Strength - 6" x 6" Beams.....	40.00 ea
Air Dry Unit Weight	35.00 ea
Trimming Specimens – Per End (when required).....	12.00 ea
Mix Designs	quote

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder	20.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism	20.00 ea
Compressive Strength - 2" x 2" Cubes	20.00 ea
Compressive Strength - Composite Prism.....	100.00 ea
Compressive Strength - CMU.....	50.00 ea
Compressive Strength - Brick or Concrete Paver.....	40.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	125.00 ea
Sieve Analysis, Dry Only.....	75.00 ea
Specific Gravity and Absorption - Fine Aggregate.....	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate	50.00 ea
Uncompacted Voids – Fine Aggregate	150.00 ea
Unit Weight and Voids	40.00 ea
Sand Equivalent.....	75.00 ea
Moisture Content.....	25.00 ea
Percent Fracture	60.00 ea
Organic Impurities Test.....	40.00 ea
Clay Lumps and Friable Particles	80.00 ea
Lightweight Pieces	75.00 ea

ASPHALT

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

GEOTEST SERVICES, INC.

FEE SCHEDULE City of Sedro-Woolley On-Call Agreement 2011

SOILS

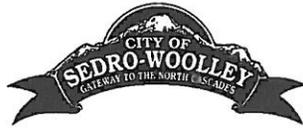
Sieve Analysis, with Wet Sieve.....	125.00 ea
Sieve Analysis, Dry Only.....	75.00 ea
Sieve Analysis w/ Hydrometer.....	180.00 ea
Moisture Density Relationship (Proctor).....	225.00 ea
Check Point.....	75.00 ea
Moisture Content.....	25.00 ea
Atterberg Limits (3 points).....	100.00 ea
Atterberg Limits (1 point).....	50.00 ea
Specific Gravity.....	75.00 ea
Consolidation - 5 Loads.....	350.00 ea
Permeability - Constant Head or Falling Head (each point).....	250.00 ea
Direct Shear, uu (each point).....	150.00 ea
Organic Content.....	80.00 ea

FIREPROOFING

Density	60.00 ea
---------------	----------

GENERAL CONDITIONS

- GeoTest field inspection and testing services are provided on a time and materials basis.
- GeoTest requests 24 hours advance notice for scheduling our services. For service requested with less than 24 hours notice, GeoTest may not be able to guarantee service.
- A four (4) hour minimum charge applies to all special inspection services.
- A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day, shift work - outside of normal business hours and on Saturdays, Sundays & legal Holidays.
- Mileage charged at \$0.55 per mile.
- *GeoTest will not charge equipment usage fees on top of our hourly rate for soils density testing.*
- Testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule.
- Laboratory rush samples will be invoiced at 1.5 times the standard test rate.
- Rental equipment and subcontractor fees will be invoiced at cost plus 15% handling.
- Reimbursable expenses will be invoiced at cost plus 15% handling.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- GeoTest is covered by General and Professional liability insurance.
- Progress billing is typically provided monthly.



PROFESSIONAL SERVICES AGREEMENT No. 2011-PS-12
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this **10th** day of **March, 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 **Materials Testing & Consulting Inc.** whose address is **777 Chrysler Drive, Burlington, WA 98233** 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 **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

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

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

Cost not to exceed \$ **5,000** 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, 2011**.

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 (**\$1 Million**) 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 (**\$1 Million**) 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 **10th** day of **March, 2011**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Materials Testing & Consulting Inc.

By: _____

EXHIBIT B

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2011 On-Call Agreement
 Date of Issue: February 28, 2011

ENGINEERING & CIVIL INSPECTION / CONSULTING	Unit	Rate
Professional Engineer	hour	150.00
Staff Engineer	hour	95.00
Geotechnical Consulting	hour	95.00
CESCL Services / Turbidity and/or pH Monitoring	hour	75.00
Technician - Soils & Asphalt	hour	50.00

MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR EARTHWORK & ASPHALT		
% Passing # 200 Sieve	each	60.00
Asphalt Extraction with Gradation (ASTM D 6307)	each	235.00
Asphalt Thickness – Minimum 3 cores	each	30.00
Atterberg Limits - 1 point	each	60.00
Atterberg Limits - 3 points	each	150.00
Bulk Specific Gravity – Minimum 3 cores	each	45.00
California Bearing Ratio 3-point	each	650.00
Clay Lumps and Friable Particles	each	85.00
Durability Index	each	180.00
Effect of Water on Cohesion of Compacted Mixes	each	275.00
Flat/Elongated Particles	each	80.00
Fracture Percentage	each	60.00
Hydrometer Analysis (includes sieve analysis)	each	175.00
In-Field Infiltration Rate	hour	85.00
In-Place Density (Sand Cone)	each	35.00
Marshall Stability & Flow, 3 specimens	each	300.00
Mix Design Marshall Method, 3 trials & specimens	each	1500.00
Moisture Density Relationship with Sieve (Proctor)	each	235.00
Natural Moisture Content	each	30.00
Organic Content	each	80.00
Organic Impurities	each	75.00
Relative Density	each	375.00
Rice Density	each	75.00
Sand Equivalent	each	90.00
Sieve Analysis – Dry Only (Gradation)	each	80.00
Sieve Analysis with #200 Wash (Combined Gradation)	each	100.00
Soils-Cement Mix Design	quoted per project	
Specific Gravity and Absorption – Coarse Aggregate	each	50.00
Specific Gravity and Absorption – Fine Aggregate	each	90.00
Specific Gravity of Soils	each	75.00
Sulfate Soundness	each	300.00
Uncompacted Void Content	each	90.00
Unconfined Compression - Intact Rock Cores	each	65.00
Unit Weight & Voids	each	45.00
Visual Classification	each	20.00

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Client: City of Sedro-Woolley
 Exhibit A - Schedule of Charges
 Project Name: 2011 On-Call Agreement
 Date of Issue: February 28, 2011

ENVIRONMENTAL CONSULTING	Unit	Rate
Environmental Site Assessment Phase I		quoted per project
Environmental Site Assessment Phase II		quoted per project
SPECIAL INSPECTION & CONSTRUCTION OBSERVATION	Unit	Rate
Technical Director	hour	95.00
Project Manager	hour	85.00
Special Inspector: <i>Reinforced & Pre-Stressed/Post-Tensioned Concrete, Shotcrete, Structural Masonry, Spray-Applied Fire Resistive Materials, Lateral Wood & Framing, Proprietary Anchors</i>	hour	50.00
Special Inspector: <i>Structural Steel & Welding, High-Strength Bolting, Fabrication Shop Inspection</i>	hour	55.00
Anchor bolt pull testing - one-man crew	hour	75.00
A.W.S. Certified Welding Inspector (CWI)	hour	85.00
Commercial Building Inspector – Plumbing Inspection – Electrical Inspection – Plans Examiner		quoted per project
Pachometer Testing (reinforcing steel locate)	hour	85.00
Schmidt Hammer	hour	85.00
Non-Destructive, Ultrasonic & Mag-Particle Testing	hour	85.00
Coring Services	hour	85.00
Floor Flatness and Floor Levelness	hour	95.00
Laboratory Technician	hour	50.00
MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR SPECIAL & CONSTRUCTION INSPECTION		
2 x 2 Mortar Cubes	each	25.00
Cohesion / Adhesion Tests	each	30.00
Concrete Compression Strength Test Sawed Section	each	65.00
Concrete Compression Test Cylinders (4"x8")	each	25.00
Concrete Compression Test Cylinders (6"x12")	each	30.00
Concrete Compression Test Cylinders (not cast by MTC)	each	40.00
Concrete Core Thickness	each	30.00
Concrete Shrinkage (minimum 3 samples)	each	100.00
Core Compression Test	each	25.00
Flexural Beams	each	45.00
Grout Compressive Strength Test	each	25.00
Masonry Compressive Strength Prisms	each	100.00
Masonry Units	each	100.00
Moisture Emission	each	60.00
Mortar Compressive Strength	each	25.00
Roofing cut out samples	each	50.00
Set Times, Initial and Final	hour	75.00
Shotcrete Compression Test (1-Panel includes 3-Cores)	each	200.00
Shotcrete Cores - Additional	each	85.00
Spray-Applied Fire Resistive Materials Density	each	60.00
Trial Batch - 6 Cylinders		quoted per project
Trimming Cores/Cylinders (not cast by MTC)	each	15.00
Unit Weight and Yield	each	35.00

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting

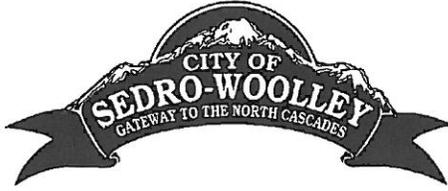


Client: City of Sedro-Woolley
Exhibit A - Schedule of Charges
Project Name: 2011 On-Call Agreement
Date of Issue: February 28, 2011

EQUIPMENT & MISCELLANEOUS	Unit	Rate
Same-Day Inspection Service	each	50.00
Nuclear Densometer – Daily Equipment Charge	daily	25.00
Dynamic Cone Penetrometer – Daily Equipment Charge	daily	20.00
Dynamic Cone Penetrometer Drive Points	each	10.00
Turbidity Meter - Daily Equipment Charge	daily	20.00
Third Party Rentals and/or Support Services	cost + 20 %	
Cylinder Mold (when not cast by MTC)	each	3.50
Core Bit Wear Charge	inch	3.50
Final Letter for Occupancy	hour	75.00
Additional photocopy	page	0.18
Mileage (portal to portal)	mile	0.68

GENERAL CONDITIONS

- MTC's standard hours of straight time operation begin at 7:00 AM and end at 4:00 PM, Monday thru Friday, with the exception of holidays and weekends. Overtime rates are 1.5 times the applicable straight-time rate, and will be billed for any work performed outside straight time operational hours, night work; work in excess of 8-straight-time hours per day; and Saturday work. Double-time rates are 2-times the applicable straight-time rate, and will be billed for any work performed on Sundays and / or holidays.
- Scheduling inspections must occur by 4:00 PM on the business-day preceding the request; All day-shift services are billed portal to portal from MTC's respective lab, with a 3-hour minimum; night shifts shall incur an 8-hour minimum charge per call. Engineering services are subject to a two 2-hour minimum for "in-house" work, and a 3-hour minimum for field work. A standard show-up for services or cancellation will be billed a minimum of 2-hours at the applicable service rate; a show-up or cancellation without four (4) hours notice is subject to a 3-hour minimum charge plus applicable mileage and travel (resident/full time projects excluded). Due to fluctuations in the price of gasoline an additional fuel surcharge may apply.
- Remote jobs shall incur additional charges for subsistence in accordance with the Washington State Administrative and Accounting Manual (SAAM), and will be billed to the Client at cost + 20%; Project Management charges will be billed when applicable. "Rush" laboratory testing (turnaround less than 48-hours) will be billed at 1½ times the applicable straight-time laboratory rate. All samples will be disposed of one week after testing. Failing tests will be retained for 30-days. Laboratory testing does not include pickup and/ or delivery of samples to MTC's respective laboratory.
- MTC maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence as well as professional errors and omissions insurance and will furnish certificates evidencing such insurance upon request. If Client requires insurance in excess of MTC's standard, and if such insurance is procurable, Client agrees to pay a minimum fee of \$250.00 for an Additional Insured Endorsement, and any additional fees plus 20% incurred by MTC to fulfill Clients request for such
- Comprehensive cost estimates and pricing are available on request and may vary from this Exhibit A - Schedule of Charges. If an Estimate of Fees is generated it does not guarantee a maximum cost to complete the inspection and materials testing services required and or requested to complete the construction project. The quantities, when provided in our Estimate of Fees, are based on both available construction documents and schedules. Because scheduling and sequencing of a construction project are controlled by individuals and organizations not owned or operated by MTC all quantities provided in our Estimate of Fees shall not be considered a guaranteed maximum cost for inspection services.
- The rates as stated in this Exhibit A - Schedule of Charges are applicable through the last day of the calendar year issued, unless otherwise contracted. The Terms and Conditions as outlined in the General Conditions for Construction Materials Engineering & Testing Services Agreement are incorporated herein by reference.
- MTC will not issue a final inspection letter to applicable building departments until all outstanding invoices for that project have been paid.
- All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducible and other work developed by MTC are instruments of service and as such remain the property of MTC.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 09 2011

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

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: **Possible bid award – Public Works Agreement Nos. 2011-PW-15 and 16
Miscellaneous On-Call Maintenance Services**
DATE: March 2, 2011 (for Council action March 9, 2011)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement Nos. 2011-PW-15 and 16 for miscellaneous 2011 On-Call maintenance services as shown below?

BACKGROUND/DISCUSSION

The city advertised for bids on February 4, 2011 under the MRSC Small Works Roster process for the following contract:

- Hammer Heritage Square Wood Staining and Sealing Project
- Bid tabulation is attached

This contract allows for wood sealer/stain to be applied to all exposed wood surfaces at the Hammer Heritage Square facility. The city parks department will prep all surfaces prior to the application of the wood sealer/stain.

The next contract involves the waste water treatment facilities antiquated HVAC unit requiring bi-annual maintenance. Because of the age of the unit Feller Heating and Air Conditioning Inc. has become the sole source company that's familiar with and is willing to service it. Eventually this unit will need to be upgraded – but until our budget allows for this upgrade we will continue with the recommended bi-annual maintenance schedule.

Contract	Contractor	Not-to-Exceed Total
2011-PW-15	Kaplan Homes Unlimited LLC, Sedro-Woolley, WA	\$2,047.54
2011-PW-16	Feller Heating and Air Conditioning Inc., Bellingham, WA	\$1,000.00

FINANCE

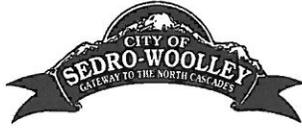
The work will be generally funded as follows:

107.000.076.576.xx.xx.xx Repair & Maintenance – Hammer Heritage - \$2,100
401.000.035.535.50.48.50 WTF Equipment Maintenance & Repair - \$45,000

The individual contracts are issued as not to exceed the amounts as shown. Agreements under \$10,000 generally fall under the City Administrator's signature authority.

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement Nos. 2011-PW-15 and 16 for miscellaneous 2011 On-Call Maintenance Services as detailed above.



PUBLIC WORKS AGREEMENT 2011-PW-15

Project Name: Hammer Heritage Square Wood Staining and Sealing Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Kaplan Homes Unlimited LLC, 412 Haines Street, Sedro-Woolley, WA 98284** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Furnish and apply wood sealer/stain to all exposed wood surfaces at the Hammer Heritage Square facility located at 640 Metcalf Street, Sedro-Woolley, WA 98284.**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the International Building Code, Current Edition, National Electrical Code, current edition, and the City of Sedro-Woolley Building Code modified as follows:

A. Definitions and Terms:

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

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

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

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead (360-661-6492)**, as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: 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 (\$1 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.

G. **Traffic Control:** Not Applicable.

III. PAYMENT

A. The Lump Sum amount payable hereunder is **\$2047.54**, including 8.2% sales tax.

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **June 30, 2011**.

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

C. Scope of project: **Per the Request for Proposals – Hammer Heritage Square Wood Staining and Sealing Project, dated February 4, 2011, and this Contract, and Kaplan Homes Unlimited LLC proposal dated February 15, 2011 attached as Exhibit A.**

D. 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.

E. Indemnification.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

F. 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.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

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

I. 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-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 2011, for the Contractor, _____

Signature: _____

Name: _____ Title: _____

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

EXHIBIT A

Nathan Kaplan
Ph./fax: 360-855-1675
Cell: 360-540-7774

412 Haines Street
Sedro Woolley,
WA 98284

Lic #: KAPLAHU940D7



FEB 16 2011

SK

ESTIMATE

DATE: February 15, 2011

To: City of Sedro-Woolley

Phone: 360-855-0771

Re: Hammer Heritage Square Staining

Notes to bid: This bid includes all labor and materials. Prep work is not included in this bid, only the application of stain.

- Apply two coats of 'Sikkens Cetol' cedar colored stain to gazebo, railing and wood by the restroom doors.

Unit price.....	\$1,892.37
<i>8.2%</i> Sales Tax %.....	STBD 155.17 ✓
TOTAL BID.....	STBD <i>2047.54</i> ✓

Initials: _____

TERMS AND CONDITIONS

The following terms and conditions shall be met prior to and during the course of the job bid above:

Payment: 50% deposit is required upon signing of bid. Payment is due and payable upon receipt of bill. Unpaid balance to bear interest at 1% per month.

Utilities: Electricity, water and other utilities necessary to perform said work shall be made available to Contractor and his workers at owner's expense.

Access to work: Owner shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal working hours.

To: City of Sedro-Woolley
Re: Hammer Heritage Square
From: Kaplan Homes Unlimited, LLC Lic. No. KAPLAHU940D7

Initials: _____

Date: February 16, 2011

Equipment to Be Used. Contractor shall use such methods and appliances for the performance of the work as will assure satisfactory quality of work and the completion of the work within the time specified.

Cleaning Up After Work. As soon as the work is completed, Contractor shall without extra charge clear the premises of debris and waste material and equipment remaining from the work. The job site shall be tidied daily to maintain a safe work environment.

Settlement of Disputes. In the event of any dispute arising hereunder as to whether the work complies with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for decision to an arbitrator acceptable to both parties. If the parties cannot agree upon an arbitrator, one shall be chosen by the presiding judge of the Skagit County Superior Court, and the parties shall thereafter proceed with the arbitration in accordance with the provisions of the Construction Industry Arbitration Rules of the American Arbitrator Association, Seattle, Washington Office. Any hearings or meeting shall occur in the county where property is located.

Enforcement costs: The prevailing party, in any litigation to enforce terms and condition of this agreement, shall be awarded their reasonable costs and attorneys fees.

Protection of owner's property: Contractors and workers shall not be expected to keep gates and the like closed for animals and children. Owner agrees to remove and/or protect any personal property in or near the work area, including shrubs, flowers, wall hangings, knickknacks and the like.

Owner supplied Materials and/or labor: Materials supplied by owner or other non-employees of Contractor will be exempt from our warranty and at our discretion, void the warranty of related work if failure occurs. Should work to be performed by the owner cause delays in the work we or our subcontractors are to perform as part of this contract you may, at our discretion be charged for the time if we or the subcontractors cannot work on another project elsewhere during the delay. Owner assumes all liability for injury or damage to materials or premises while engaged in "Owner Supplied Labor".

Matching Materials: Contractor shall make every effort to match existing materials, textures, colors and planes, exact duplication is not promised. Contractor shall have the right to substitute materials of similar quality, pattern and design if unable to obtain the exact matching materials.

Square and Plumb: Out of square and plumb conditions of existing structure will require some of the same in new work to properly mask the existing conditions and not call undue attention to those details.

Hidden Damages: For the purpose of this contract, a hidden, concealed and unforeseeable condition shall mean a condition not readily observable to an experienced Contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work specified in this contract. The above amount is a calculated estimate and may vary if upon removal of exterior/interior coverings more structural damage becomes evident. At which time we will renegotiate with owner and/or agent.

Hazardous Materials: Unless otherwise specified provided for, the Contractor shall not be responsible for removal and/or disposal of any hazardous materials. If such hazardous materials are encountered in the course of the Contractor's work, then the owners shall pay any and all additional costs to remove and/or dispose of such materials.

Laws and Ordinances. This contract is made expressly subject to, and Contractor expressly agrees to comply with and abide by, all of the laws of the United States, and of the State and any municipal

To: City of Sedro-Woolley
Re: Hammer Heritage Square
From: Kaplan Homes Unlimited, LLC Lic. No. KAPLAHU940D7

Initials: _____

Date: February 16, 2011

subdivision thereof, wherein this agreement is to be performed, insofar as the same may be applicable to the terms and provisions of this agreement, including all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and Contractor hereby agrees to indemnify and hold harmless the Owner from any and all claims, demand or damages which may arise or accrue because of failure or neglect of Contractor in this respect.

NOTICE TO HOMEOWNERS REQUIRED BY RCW 64.50.050: CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

NOTICE TO CUSTOMER REQUIRED BY RCW 18.27.114: This contractor is registered with the state of Washington, registration no. KAPLAHU940D7, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is April 2010'. **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.** This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.** On projects with two or more progress payments the contractor on request will provide lien release documents for each dated progress payment. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement _____
(Signature of customer)

Change Orders: Owner agrees that changes resulting in the furnishing of additional labor and/or materials will require negotiations as to price and time required and will require additional signatures from owner and contractor.

To: City of Sedro-Woolley
Re: Hammer Heritage Square
From: Kaplan Homes Unlimited, LLC Lic. No. KAPLAHU940D7

Initials: _____

Date: February 16, 2011

Guarantee. The Contractor shall guarantee the work against any defects due to faults in labor, or material furnished by Contractor, or both, which may arise or be discovered within one year after the completion of the work and its acceptance by the Owner. Upon written notice of any defects therein, the Contractor shall either make necessary repairs, or, at its option, request the Owner to make such repairs, all at the Contractor's expense.

Safety: The Contractor requests that precautions are taken during the duration of the job to maintain safety on the job site/work area. During working hours please notify the Contractor prior to any persons visiting the job site/work area so the Contractor can make known any hazards. The Contractor requests after business hours all persons visiting the job site/work area use extreme caution and commonsense. If the owner finds any hazardous situations the owner agrees to make them know to the Contractor in a timely manner. **Initials:** _____

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

Owner

Owner

Thank you for the opportunity to bid this job!!

Nathan & Erin Kaplan



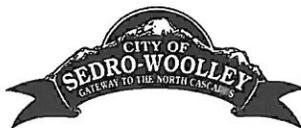
City of Sedro-Woolley

FINAL - BID SUMMARY

HAMMER HERITAGE SQUARE WOOD STAINING AND SEALING PROJECT
 BID OPENING: FEBRUARY 24, 2011, 2:00 PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	MRSC
1	Kaplan Homes Unlimited LLC, Sedro-Woolley, WA	\$ 2,047.54	Yes
2	Park Place Painting, Battle Ground, WA	\$ 3,562.40	Yes
3	Rick Tesarik's Painting Co., Sedro-Woolley, WA	\$ 3,989.33	Yes
4	Welch Meeds Construction Inc., Enumclaw, WA	\$ 4,046.68	Yes
5	Henifin Construction LLC, Bellingham, WA	\$ 4,133.24	Yes
6	Tumi Construction LLC, Federal Way, WA	\$ 4,582.70	Yes
7	Champion Landscaper.com LLC, Kent, WA	\$ 4,598.50	Yes
8	Onedurr Painting, Lakewood, WA	\$ 4,741.32	Yes
9	Saxon Painting LLC, Tacoma, WA	\$ 4,823.56	Yes
10	NI Painting and Construction Co., Bellevue, WA	\$ 4,941.49	Yes
11	Sound Home Construction, Mount Vernon, WA	\$ 5,769.22	Yes
12	Allied Contracting Services, Stanwood, WA	\$ 6,437.90	No
13	Stensrud Construction Services LLC, Kirkland, WA	\$ 7,465.80	Yes
14	Home & Garden Bldrs., Everson, WA	\$ 9,710.95	No
15	Upland Developers Inc., Ferndale, WA	\$ 9,935.13	Yes
16	Profecion Painting Inc., Maple Falls, WA	\$ 12,000.00	No
No Bid	Sabelhaus West Inc., Silverdale, WA	No Bid	Yes
No Bid	Profile Construction Inc., Bellingham, WA	No Bid	Yes

RECORDED BY: J. ROSARIO



PUBLIC WORKS AGREEMENT 2011-PW-16

Project Name: 2011 Sanitary Sewer Heating and Air Conditioning Maintenance

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Feller Heating and Air Conditioning Inc., 501 Virginia Street, Bellingham, WA 98225**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Provide bi-annual preventative maintenance service on City owned Sanitary Sewer HVAC systems.**

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

A. Definitions and Terms:

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

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

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

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

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

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

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

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: 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 (\$1 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.

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

III. PAYMENT

A. The maximum payable hereunder is **\$1000.00**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2011**

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

C. Scope of project: **Provide bi-annual preventative maintenance service on City owned Sanitary Sewer HVAC systems.**

D. 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.

E. Indemnification.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

F. 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.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

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

I. 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-contractors are listed on any state or federal debarment list.

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

_____.

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.

7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow or interest bearing account and do hereby execute this agreement on this _____ day of _____, 20____.

Contractor

CITY OF SEDRO-WOOLLEY
City

BY: _____
Signature & Title

BY: _____
Authorized Signature & Title

Address

Address

City State Zip

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

EXHIBIT A



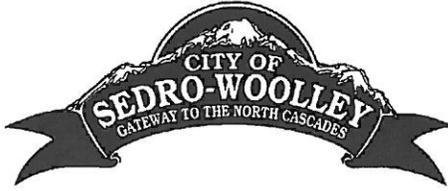
501 Virginia St.
Bellingham WA 98225
Phone 360.733.4827
Fax 360.733.5934
www.fellerheating.com

LABOR AND EQUIPMENT RATE SHEET

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (4)
Labor Rates	\$95.00	\$142.50
Journeyman HVAC Technician		
Material Markup Rate, %	See Notes	
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley	n/a	
Equipment Rates	Unit Cost	Unit
Service Truck with tools	n/a	Per Hour

NOTES:

0 - \$25 x 3.5
\$26 - \$50 x 3.25
\$51 - \$100 x 2.5
\$101 - \$150 x 2.25
\$151 - \$200 x 2
\$201 and up is 1.65



CITY COUNCIL AGENDA
REGULAR MEETING

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

MAR 09 2011

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiburger, PE
RE: **Task Order approval – Public Works Agreement Nos. 2011-PW-04
On-Call Construction Services**
DATE: March 3, 2011 (for Council action March 9, 2011)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2011-PW-04 Task Order 1 for the 2011 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature with Trico Contracting Inc. in the amount not to exceed \$27,500?

BACKGROUND/DISCUSSION

The city awarded Public Works Agreement No. 2011-PW-04 to Trico Contracting Inc. of Burlington, WA on February 9, 2011. Trico is the second tier On-Call contractor, but was chosen for this task due to the higher level of traffic control and planning required for the work on SR20. Task Order 1 authorizes the contractor to proceed with repair of sewer mains and services preparatory to the 2011 Sewer Reconstruction Project and the SR20 Widening project. The work will need to be completed in the next two months to allow both of these contracts to proceed on schedule. The estimated value of the work is \$27,500.

FINANCE

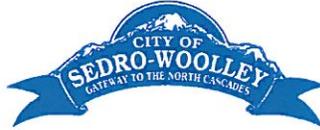
The work will be funded as follows:

401.000.035.596.35.63.00 Other Improvements – 2011 Sewer Project – Sewer Fund \$400,000

401.000.035.596.35.63.00 Other Improvements – Manhole Rehabilitation – Sewer Fund \$50,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2011-PW-04 Task Order 1 for the 2011 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature with Trico Contracting Inc. in the amount not to exceed \$27,500.



Public Works Agreement 2011- PW-04 Task Order 1

Task Title: **Item 1: Sanitary Sewer Service Repair – P62-P61, SR 20 between Reed St. and Haines Ave.**

Item 2: Sanitary Service Repair – M98-M51, Off Murdock St. between State St. and Woodworth St.

Date Issued: **March 10, 2011**

Contractor Name: **Trico Contracting Inc.**

Contractor Contact: **Nate Wolfe, Vice Pres.**

Phone: **360-757-2373**

City Contact: **David Lee, Asst. City Engineer**

Phone: **360-855-3219**

BARS No: 401.000.035.596.35.63.00 Other Improvements

All work under this Task Order is to be constructed as per the terms and conditions of Public Works Agreement 2011-PW-04 -On-Call Construction Services Agreement dated February 10, 2011 as modified herein.

SCOPE OF WORK

Contractor will perform work in accordance with the attached Plans and Details, City of Sedro-Woolley Public Works Department Standards and the current edition of the State of Washington Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.

Item 1: Replace two service connections in the sewer line between manholes P62 and P61 and shown in Plan C-1 and details. This sewer line is located along the north side of SR 20 between Reed Street and Haines Avenue.

Service at 25-feet east of P62: Work includes sawcutting asphalt (approximately 9-inches thick), excavation and waste (incl. haul), by-pass pumping, plugging pipe, removing existing service piping and replacing with new pipe and fittings, connecting new service line to existing wye at main, backfilling, pavement restoration, and cleanup.

Service at 58-feet west of P61: Work includes sawcutting asphalt (approximately 9-inches thick), excavation and waste (incl. haul), by-pass pumping, removing existing service piping and replacing with new 6" PVC pipe and fittings from main to the north ROW of SR 20, removing section of existing main and replacing with 8" PVC pipe and 8"x6" PVC wye fitting, connecting new service line to main, installing sewer cleanout on service line at the north ROW line of SR 20, backfilling, pavement restoration, and cleanup.

Provide and maintain Traffic Control devices and labor as required by the approved Traffic Control Plans and WSDOT General Permit Conditions.

Provide and maintain necessary Erosion Control BMP's to prevent silt laden water, dirt and debris from entering the storm drainage system and adjacent properties and roadways.

Item 2: Replace two service connections in the sewer line between manholes M98 and M51 and shown in Plan C-2 and details. This sewer line is located along the south side of the Car Quest Auto Parts Store on the west side of Murdock Street approximately 155-feet north of State Street. These existing service lines are connected to the top of the existing main.

Services at 95 to 100-feet west of M98: Work includes sawcutting asphalt, excavation and waste (incl. haul), by-pass pumping, removing section of existing main (approx. 14 LF) and replacing with 8" PVC pipe and 8"x6" PVC wye fittings, plugging pipe, connecting existing service lines to main, backfilling, pavement restoration, and cleanup.

Provide additional pipe and fittings as necessary to replace sections of existing service lines removed during excavation.

Provide and maintain necessary Erosion Control BMP's to prevent silt laden water, dirt and debris from entering the storm drainage system and adjacent properties and roadways.

Special Conditions:

- Call for locates.
- Coordinate work with residents and businesses affected and City staff.

PAYMENT

Time & Material – **Not to Exceed \$27,500** without written authorization.

Lump Sum \$ _____.

SCHEDULE

This work shall be completed on or before March 31,2011.

BONDING REQUIREMENTS

Contract Bond in the form made a part of this agreement.

The estimated value of this work is under \$35,000. Contractor agrees to withholding of 50% of the contract amount in lieu of the Contract Bond requirement in accordance with RCW 39.08.010.

APPROVED

CITY OF SEDRO-WOOLLEY

CONTRACTOR

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

MAR 09 2011

PROCLAMATION

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

Whereas, The International Association of Lions Clubs was founded in 1917 by Chicago businessman Melvin Jones: and

Whereas, Lions Clubs International Foundation is the charitable arm of Lions Clubs International and among its major objectives is Humanitarian Services reaching from the local level to universal needs; and

Whereas: The Sedro-Woolley Lions Club was Chartered In 1937 and has been serving the community of Sedro-Woolley by assisting those who are sight and hearing impaired, improving community parks, supporting school programs, community events and activates and providing scholarships; and

Whereas, The International Association of Lions Clubs and the United Nations have jointly designated March 18, 2011 as "Lions Day" in recognition of Lions Clubs services to their communities.

NOW, THEREFORE, I, Mike Anderson, Mayor of the City of Sedro-Woolley, Washington, do hereby proclaim Friday, March 18, 2011 as:

"LIONS DAY"

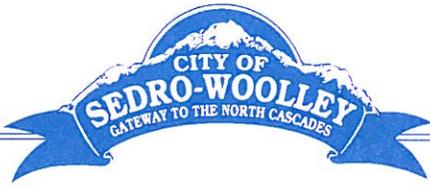
In the City of Sedro-Woolley, Washington, and call upon the people of Sedro-Woolley to observe this day with appropriate programs activities and ceremonies supporting this years Lions club community programs.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of March, in the year of our lord two thousand eleven.

Signature of Mayor

MAR 09 2011

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



SUBJECT: PUBLIC COMMENT

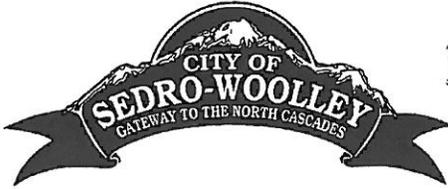
Name:
Address:
Narrative:

NEW
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 09 2011

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



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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Community Center Cleaning ordinance
DATE: February 23, 2011

ISSUE: Should the Council adopt the attached ordinance creating a non-refundable cleaning fee for using the community center and reducing the damage deposit?

BACKGROUND: This is presented to the Council in an effort to make the City's Community Center more usable for rental events. Currently, renters are responsible for cleaning but there is no inspection and final touch-up cleaning between events. Fairly regularly renters find the Community Center in less than desirable condition which impacts their planned event and reduces the desirability of the facility.

The proposed ordinance reduces the damage deposit by half and adds a non-refundable cleaning fee (\$200.00 if the event includes alcohol or dancing; \$100.00 for all others). This fee assumes the renter will still clean the facility and leave it in "broom swept" condition with the garbage empty. Cleaning instructions will be provided with the rental agreement – any cleaning in excess of the non-refundable fees charged will result in a \$50.00 per hour charge (the city's actual cost for overtime cleaning by a parks department employee). The Mayor will have the authority to waive the non-refundable cleaning fee for community events with a solid track record of proper cleaning following their events.

This is a first reading and no action is requested tonight.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance creating a non-refundable cleaning fee and reducing the damage deposit for the community center.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO REQUIRE USERS TO PAY FOR REGULAR CLEANING OF THE FACILITY

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, SWMC 12.36.030 establishes the amount of security deposits for using the community center; and

Whereas, the city has experienced an increase in the number of complaints from users of the community center about the condition of the community center at the time of their rental; and

Whereas, the Council desires to decrease the amount of the security deposits and create new non-refundable cleaning fee for the use of the community center; now therefore,

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

Section 1. SWMC 12.36.030 is amended to read as follows:

12.36.030 Community center facility.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the city-owned community center:

A. Permitted Uses. The community center will be used for social functions such as parties, class reunions, wedding receptions and other similar activities. No retail sales or other profit-making activities shall be permitted unless they are carried out by a nonprofit organization. This organization must show proof that it has nonprofit status. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The community center and buildings may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made in person at the city ~~clerk-treasurer~~ finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date.

C. Rental Fees. Rental fees for the use of the community center are as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$100.00	\$250.00	\$25.00

Friday through Sunday	150.00	300.00	25.00
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If alcoholic beverages, live music, or dancing are to be provided at the community center, the fees will be as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$250.00	\$400.00	\$25.00
Friday through Sunday	300.00	500.00	25.00

An additional fee of twenty-five dollars will be charged for the use of the kitchen facilities. Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment In-Kind. Upon the prior approval of the city council, the city may accept rental payments from community groups through in-kind contributions to the city including, but not limited to, improvements to the community center or other city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

Community Group Eligibility. To be eligible to receive the rates for community groups (Rate table under this section), the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the city of Sedro-Woolley. Such decision shall be final.

Definitions:

(1) "Community groups" means those civic organizations located within the city of Sedro-Woolley.

(2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

(3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

D. Time Limits. Persons or groups using the community center must be out of the premises as follows:

Sunday through Thursday	11:00 p.m.
Friday through Sunday	12:00

	midnight
--	----------

E. Security Deposit. After use of the community center, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the reservation shall be liable for any cost of cleanup and repair. A security deposit must be paid no less than three days prior to the event, in the sum of the greater of:

1. ~~Two~~ one thousand dollars if alcohol is served or permitted;
2. ~~Two~~ one thousand dollars if dancing or live music is permitted; or
3. One hundred dollars if alcohol, dancing and music are not permitted.

This deposit may be in the form of cash ~~or an approved surety bond given to the city clerk~~. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the community center as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the community center or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

F. Non-refundable cleaning fee. A non-refundable cleaning fee shall be charged as follows:

1. If alcohol, dancing or live music are permitted, a cleaning fee of 200.00.
2. For all other uses, a cleaning fee of \$100.00.
3. For community groups, the cleaning fee may be waived by the mayor upon a showing that the community group has a track record of cleaning

Renter is responsible for leaving the facility in clean, broom swept condition, with garbage removed as indicated in the rental agreement. Any additional cleaning in excess of the minimum amounts charged above, shall be billed to the renter in the amount of \$50.00 per hour.

F G. Key. All community center keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G H. Security/Facility Monitor.

1. For any event in which alcoholic beverages, live music or dancing are to be allowed or provided, the user must pay an additional fee of twenty-five dollars for each hour of use (minimum of four hours); includes all time from set-up to cleaning. This fee shall be paid to the city at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee and will not be refunded once the use commences. Additional charges for use beyond the amount paid for in advance will be assessed at a rate of fifty dollars per hour; no refunds will be given for use that is less than the amount paid for in advance.

2. The mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for two police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the mayor or his designee. This fee shall be paid to the city at least three

days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.

3. The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten years following the termination.

H I. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the community center, and incorporate the same into the agreement to be signed by the user.

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

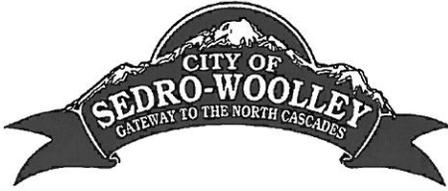
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: February 23, 2011
Second Reading by City Council:
Approval by City Council:
Published:



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 09 2011

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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Senior Center rental ordinance
DATE: February 23, 2011

ISSUE: Should the Council adopt the attached ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building?

BACKGROUND: The Senior Center has been made available in the past. However, neither the City's code nor its contract with Skagit County allow for the facility to be rented out for private or community group use. This ordinance is presented to allow for the use of the facility in a manner that will not conflict with the primary use (senior center) and will be auditable, fair, and accountable to the taxpayers.

This proposal limits uses to community meetings, classes and other similar uses. No private parties, reunions, birthdays, retail sales, etc., are proposed. Reservations require two steps: first, approval from the senior center coordinator and second, reservations at City Hall with the payment of the rental fee. Rent is proposed to be comparable, but less, than the community center and is detailed on page two of the ordinance.

Finally, this draft ordinance places 100% of the rental proceeds into Fund 303 (Facilities Maintenance Reserve Fund) which will allow the proceeds to be used to maintain and improve this building and others as the Council so desires.

This is a first reading and no action is requested tonight.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO ALLOW FOR THE USE AND RENTAL OF THE CITY'S
SENIOR CENTER BUILDING

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, the Sedro-Woolley Senior Center Building is a city owned building that is primarily for the use of the senior center and related senior oriented activities; and

Whereas, the Council desires to allow for the public use and enjoyment of the Senior Center Building while also establishing certain rules and regulations for its use to balance its use with the primary use; and

Whereas, the Council desires to establish a rental fee for the use of the Senior Center Building to cover the costs of utilities, routine cleaning and long-term maintenance of the facility, now therefore,

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

Section 1. A new section is added to SWMC 12.36 as follows:

SWMC 12.36. ____ . Sedro-Woolley Senior Center Building.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the Sedro-Woolley Senior Center Building:

A. Permitted Uses. The Sedro-Woolley Senior Center Building will be primarily used for the operation of the Sedro-Woolley Senior Center and related senior oriented functions. Private parties, residents and community groups may rent portions of the Sedro-Woolley Senior Center Building for community meetings, classes and other similar activities on a space available basis and upon approval of the Senior Center Coordinator. No retail sales shall be permitted. No alcoholic beverages shall be permitted. The kitchen facility is not available for rental use. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The Sedro-Woolley Senior Center Building may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made in person at the city finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date. No reservation shall be made without first coordinating with and receiving the written approval of the Senior Center Coordinator. In most cases, reservations will be allowed for rental periods of less than a full day; the

reservation shall indicate the approved rental period which is not to exceed eighteen hours.

C. Rental Fees. Rental fees for the use of the Sedro-Woolley Senior Center Building are as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$50.00	\$200.00	\$25.00
Friday through Sunday	\$100.00	\$250.00	\$25.00

Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment In-Kind. Upon the prior approval of the city council, the city may accept rental payments from community groups through in-kind contributions to the city including, but not limited to, improvements to city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

Community Group Eligibility. To be eligible to receive the rates for community groups (Rate table under this section), the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the city of Sedro-Woolley. Such decision shall be final.

Definitions:

(1) "Community groups" means those civic organizations located within the city of Sedro-Woolley.

(2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

(3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

D. Security Deposit. After use of the Sedro-Woolley Senior Center Building, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the facility shall be liable for any cost of cleanup and repair. A security deposit must be paid no less than three days prior to the event, in the sum of one hundred dollars.

This deposit may be in the form of cash. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the Sedro-Woolley Senior Center Building as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the facility or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

E. Key. All facility keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the Sedro-Woolley Senior Center Building, and incorporate the same into the agreement to be signed by the user.

Section 2. A new section in Chapter 12.36 shall be created as follows:

One hundred percent (100%) of the revenue generated from the rental of the Sedro-Woolley Senior Center Building shall be deposited into the City's Facilities Maintenance Reserve Fund (Fund 303).

Section 3. This ordinance shall be effective five (5) days after passage and publication as provided by law.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 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

First Reading by City Council: February 23, 2011
Second Reading by City Council:
Approval by City Council:
Published:

MAR 09 2011

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

Memorandum

To: Mayor Anderson and City Council
From: Patsy Nelson 
Date: 3/3/2011
Re: 2011 Budget Amendment #1

Issue: Should the Council adopt the attached ordinance which amends the 2011 budget?

Background information: The majority of the proposed changes to the 2011 Budget are to adjust beginning cash balances to actual resulting in an increase/decrease to ending cash. Funds which have other adjustments are detailed below:

Revenue Expenditures

General Fund

(Adjust property tax revenues due to adjustments in other funds; balance of USDA fire vehicle grants; Comp Plan Update grant; SCAA street project; reimburse general fund for engineering staff time on SR20 project; police car purchase from prior year insurance proceeds; adjust 2011 expenditures for lower beginning cash)

001.000.000.308.00.00 Beginning Cash	-280,412	
001.000.000.311.10.00.00 Property Taxes	153,718	
001.000.000.331.10.77.60 USDA Grants	32,595	
001.000.000.334.00.41.00 State Grant Growth Mgmt	20,000	
001.000.000.397.02.00.00 Transfer from 104	80,000	
001.000.013.513.10.44.00 Communications		- 3,500
001.000.013.513.10.43.00 Meals/Travel		- 1,500
001.000.017.517.23.41.00 Professional Services		- 1,500
001.000.017.517.23.49.30 Tuition/Registration		- 200
001.000.017.517.23.49.90 Software Maintenance & Support		- 1,000
001.000.017.596.17.64.00 Network Hardware		- 2,300
001.000.018.518.20.48.00 Repair & Maintenance		- 2,500
001.000.018.597.90.00.00 ERR Equipment		- 7,000
001.000.019.558.20.41.00 Professional Services		- 2,500

	<u>Revenue</u>	<u>Expenditures</u>
001.000.020.532.20.41.00 Professional Services		- 5,000
001.000.021.521.90.49.10 Humane Society		- 5,000
001.000.021.596.21.64.10 Vehicles		13,437
001.000.022.522.40.31.00 Training Supplies & Books		- 500
001.000.022.522.40.45.00 Training Facilities		- 3,000
001.000.022.522.40.49.00 Tuition/Registration		- 1,000
001.000.062.562.00.51.30 Skagit Community Action Agency		15,000
001.000.099.508.00.00.00 Ending Cash		13,964

Parks Fund

(Library heating/insulation grant & transfer from Building Maintenance Reserve Fund)

101.000.000.308.00.00.00 Beginning Cash	-52	
101.000.000.311.10.00.00 Property Taxes	-51,000	
101.000.000.337.01.00.00 Clean Air Grant	6,526	
101.000.000.397.01.00.00 Transfer from Bldg Mt Fund	30,000	
101.000076.576.80.48.15 Repair & Maintenance - Library		6,526
101.000.076.597.90.00.00 ERR Equipment		-21,000
101.000.099.508.00.00.00 Ending Cash		-52

Cemetery Fund

102.000.000.308.00.00.00 Beginning Cash	51	
102.000.000.311.10.00.00 Property Taxes	-13,051	
102.000.036.597.90.00.00 ERR Equipment		-13,000

Street Fund

(Add seasonal staff)

103.000.000.311.10.00.00 Property Taxes	-78,000	
103.000.042.542.30.12.00 Extra Help		5,000
103.000.042.597.90.00.00 ERR		-83,000

Arterial Streets

(TIB grant for widening SR20, using current staff for project management; SR20 roundabout retainage)

104.000.000.308.00.00.00 Beginning Cash	154,715	
104.000.000.334.03.80.09 TIB Grant SR20 Widening	1,331,071	
104.000.042.595.10.56.10 Engineering SR 20		217,000
104.000.042.595.63.56.10 Construction SR 20		1,266,071
104.000.042.595.63.63.00 Construction Skagit Project		83,712
104.000.042.597.00.10.00 Transfer to General Fund		80,000
104.000.099.508.00.00.00 Ending Cash		-160,997

	<u>Revenue</u>	<u>Expenditures</u>
<u>Parks Reserve Fund</u>		
<i>(Gazebo maintenance at Hammer Heritage Square)</i>		
107.000.000.308.00.00.00 Beginning Cash	308	
107.000.076.576.80.48.00 Repairs & Maintenance		2,100
107.000.099.508.00.00.00 Ending Cash		-1,792
<u>Building Maintenance Reserve</u>		
<i>(Building repairs)</i>		
303.000.000.308.00.00.00 Beginning Cash	61	
303.000.000.597.20.00.00 Transfer to Parks Fund		30,000
303.000.099.508.00.00.00 Ending Cash		-29,939
<u>Stormwater</u>		
425.000.000.308.00.00.00 Beginning Cash	667	
425.000.000.311.10.00.00 Property Taxes	-11,667	
425.000.039.597.90.00.00 ERR Equipment		-11,000
<u>Equipment Replacement</u>		
501.000.000.308.00.00.00 Beginning Cash	614	
501.000.000.397.20.00.00 Transfer In from General Fd	- 7,000	
501.000.000.397.36.00.00 Transfer In from Cemetery	- 13,000	
501.000.000.397.39.00.00 Transfer In from Stormwater	- 11,000	
501.000.000.397.42.00.00 Transfer In from Streets	- 83,000	
501.000.000.397.79.00.00 Transfer In from Parks	- 21,000	
501.100.099.508.00.00.00 Ending Cash		-134,386

Recommendation: Approve Ordinance # -11 an Ordinance amending Ordinance No. 1688-10 entitled, "An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2011."

AN ORDINANCE AMENDING ORDINANCE 1688-10 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2011

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2011 Budget.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The 2011 Budget, adopted by Ordinance 1688-10, and passed by the City Council on November 23, 2010 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2011 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2011 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,812,173
101 PARKS FUND	643,864
102 CEMETERY FUND	156,330
103 STREET FUND	647,297
104 ARTERIAL STREET FUND	2,041,975
105 LIBRARY FUND	424,649
106 CEMETERY ENDOWMENT FUND	114,996
107 CUM RESERVE FOR CITY PARKS FUND	7,071
108 STADIUM FUND (HOTEL/MOTEL)	62,008
109 SPECIAL INVESTIGATIONS FUND	4,419
113 PATHS AND TRAILS FUND	40,776
205 G/O BOND REDEMPTION FUND 2008	288,914
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	293,097
302 CUM RES FOR C/E CAP OUT FUND	578,524
303 FACILITIES MAINTENANCE RESERVE FUND	110,241
310 MITIGATION RES FOR POLICE FUND	11,641
311 MITIGATION RES FOR PARKS FUND	121,629

312 MITIGATION RES FOR FIRE FUND	12,698
330 FIRE STATION 2 CONSTRUCTION FUND	31,873
332 PWTF SEWER CONSTRUCTION FUND	537,535
401 SEWER FUND	3,581,614
402 CUM RES FOR SEWER OPERATIONS FUND	538,435
407 98 SEWER REV BOND FUND	807,320
410 CUM RES FOR SEWER FACILITES FUND	2,442,699
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	2,042,648
413 SOLID WASTE RATE STABILIZATION FUND	90,190
425 STORMWATER FUND	370,904
501 EQUIPMENT REPLACEMENT FUND	689,723
621 SUSPENSE (SWSD)	40,000
 TOTAL ALL FUNDS	 22,077,575

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9TH DAY OF MARCH, 2011.

Mike Anderson, Mayor

ATTEST:

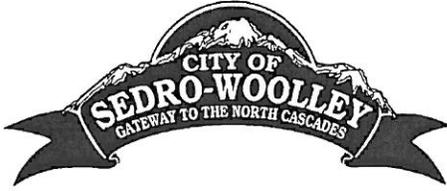
APPROVED AS TO FORM:

Finance Director

City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 09 2011



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building
AGENDA NO. 9

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Ambulance ordinance
DATE: March 9, 2011

ISSUE: Should the Council adopt the attached ordinance establishing an ambulance utility and regulations for the provision of ALS, ILS and BLS transport services within the City's limits?

BACKGROUND: This item was first considered by the Sedro-Woolley City Council Public Safety Committee in 2004. At that time, the committee decided not to advance the issue to the full council; I understand that the basis for that decision was an interest in avoiding the county-wide politics surrounding the volatile issues of the day. Those issues have been resolved and the Skagit County EMS Commission (formed by Skagit County) operated an ALS/BLS (advanced life support/basic life support) transport service until recently when the Central Valley Ambulance Authority (CVAA) was created and its authority was vested in a board of fire chiefs and commissioners selected by the Skagit County Commissioners.

The EMS Commission distributes EMS Levy money to the CVAA and the other two providers in Skagit County today (City of Anacortes and Aero Skagit). There have been recent discussions about utilizing city fire departments to provide BLS transport services, as well as the possibility of transferring CVAA service area and duties for ALS transport services to other providers (possibly the City of Mount Vernon and United General Hospital). These are all early discussions.

The draft ordinance which is attached for your consideration and potential action creates a City Ambulance Utility, establishes it as the exclusive provider of services within the City's limits and creates new procedures for licensing and regulating other providers that may wish to serve the City of Sedro-Woolley. As the SWFD is not equipped to provide ALS or ILS services, I would expect that we would negotiate a contract with the CVAA to allow it to continue to provide service within the City's limits. At some point, if it makes sense for the SWFD and is deemed in the best interests of our residents, the SWFD may begin providing BLS transport services.

Mayor Anderson is requesting that the Council waive the two reading rule and take action on this ordinance tonight.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance establishing an ambulance utility and regulations for the provision of ALS, ILS and BLS services within the City's limits.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY,
WASHINGTON, ESTABLISHING THE CITY AMBULANCE SERVICE
UTILITY AND RELATED REGULATIONS**

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

SECTION 1. Chapter 8.40.010 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.010 Findings.

The City of Sedro-Woolley (“City”) makes the following findings.

The City is an optional municipal code city, organized under Title 35A RCW, with all powers possible for a city or town to have under the Constitution and laws of the State.

The City has been required over its history to provide a complete range of municipal services to City residents, as well as providing services to its neighboring community. The services long provided by the City include fire, emergency medical services, and other emergency responses. As part of its services to the community, the City has, pursuant to RCW 35.21.766 and other authority, established and maintained a system of basic life support services. The provision of emergency medical services is a basic governmental program, necessary to meet the objective of providing for the public health and safety.

The City is not adequately served by existing private Ambulance service, and has not been for many years. In recent years, significant concerns have arisen regarding the delivery of emergency medical services in Skagit County, and more particularly in Sedro-Woolley. To maintain quality service to the community, it is necessary to establish the City’s Ambulance Service, as a governmental function of the City, which shall be operated as a utility of the City. In order to achieve the economy of scale to justify a standing force of trained emergency medical personnel, it is further necessary to establish the City Ambulance Service as the emergency medical service provider to provide service for all emergencies occurring within the City. Further, it is necessary to establish regulatory standards for the provision of ALS and BLS Ambulance Service.

The City has, in the past, supported County-wide efforts for EMS funding. Current EMS funding for Ambulance Service is derived from fees and charges, as well as contracts for receipt of proceeds of an EMS levy paid by City and County residents. The source of EMS funding may vary from year to year, and a stable and secure financial structure is necessary for Ambulance Services to be maintained.

The provision of emergency medical services can not be continued without adequate funding; there are no assurances regarding funding sources and the City may in the future increase rates, provide for fees (including taxes), and take other means to support the Ambulance Service.

SECTION 2. Chapter 8.40.020 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.020 Definition of Terms.

A. The words and phrases set forth herein with the initial capitalization shall have the respective meanings ascribed to such words and phrases in the Findings hereto and in this Chapter, unless the context clearly requires otherwise:

1. “Advanced life support” or “ALS” means invasive emergency medical services requiring advanced medical treatment skills as defined in chapter 18.71 RCW.
2. “Ambulance” means a ground, air or water vehicle designed and used to transport patients and to provide personnel, facilities and equipment to treat patients before and during transportation.
3. “Basic life support” or “BLS” means noninvasive emergency medical services requiring basic medical treatment skills as defined in chapter 18.73 RCW.
4. “City” means the City of Sedro-Woolley, Washington.
5. “City Ambulance Service” means the BLS, ILS, and or ALS ambulance transport service operated by, or under contract with the City of Sedro-Woolley.
6. “County” means Skagit County, Washington.
7. “Emergency” means a situation or patient condition (a) in which either of the following procedures is performed: administration of a drug (except oxygen) or initiation of an intravenous line; (b) which a person requesting ambulance assistance indicates requires immediate response by medically trained personnel; or, (c) which an EMT would assess, in the interest of good patient care, as requiring the assistance of at least a paramedic certified pursuant to RCW 18.71 and regulations promulgated thereunder.
8. “Emergency medical service” or “EMS” means medical treatment and care that may be rendered at the scene of any medical

emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

9. “Emergency medical technician” or “EMT” means a person who is certified as such by the Secretary, pursuant to chapter 18.73 RCW and regulations promulgated thereunder.
10. “Finance Director” means the City finance director or his/her duly authorized designee.
11. “Fire Chief” means the City fire chief or his/her duly authorized designee.
12. “Fire Department” means the fire department of the City of Sedro-Woolley, Washington.
13. “ILS” means intermediate life support as identified in WAC 246-976-010.
14. “Medical Program Director” means the person who is the approved medical program director for Skagit County, as defined by RCW 18.71.205.
15. “Mutual Aid” refers to situations in which a licensed basic, intermediate, or advanced life support ambulance service is required, as determined by the Fire Department, to make ambulances, personnel and equipment under the City’s direction available for basic or advanced life support response to other jurisdictions.
16. “Patient” means a person who is ill, injured, or otherwise incapacitated or helpless, and in need of, or receiving, medical treatment, including trauma care.
17. “Person” means any individual, corporation, political subdivision of the state of Washington, municipal corporation, quasi-municipal corporation, company, firm, joint stock company, co-partnership, joint venture, trust, business trust, club, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, or any receiver, administrator, executor, assignee, or trustee in bankruptcy.
18. “Police Chief” means the City police chief or his/her duly authorized designee.

19. “Secretary” means the Secretary of the Department of Health of the State of Washington.
20. “Skagit Emergency Communications” means the Skagit 911 Center.

SECTION 3. Chapter 8.40.030 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.030 Title, Sex.

A. All references to the Finance Director, Medical Program Director, Secretary, Police Chief, and/or Fire Chief shall include their respective designees.

B. Any reference to or use of the terms “he,” “she,” “him,” “her,” or other sex based classification, if applicable as shown by the context thereof, shall also apply to the other sex.

SECTION 4. Chapter 8.40.040 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.040 Purpose.

A. The city council declares it to be in the public interest, and for the protection of the health, safety and welfare of the residents of the city and its environs to provide for the highest level of emergency medical services reasonably practicable. The city council finds it to be in the public interest to provide for the inspection, regulation and control of emergency medical services to achieve high standards and thereby to eliminate inadequate, improper and harmful practices that may endanger the health and safety of the people.

B. The city council hereby finds and declares that the City of Sedro-Woolley is not adequately served by existing private Ambulance Service. Accordingly, pursuant to RCW 35.21.766, the City hereby establishes the City Ambulance Service for the use and for the health, safety, and welfare of all City residents and visitors to be operated as a public utility of the City.

C. It is expressly the purpose of this chapter to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

D. It is the specific intent of this chapter that no provision nor any term used in this chapter is intended to impose any duty whatsoever upon the city or any of its

officers, employees, agents, or volunteers, for whom the implementation and enforcement of this chapter shall be discretionary and not mandatory.

E. Nothing contained in this chapter is intended nor shall be construed to create or form the basis of any liability on the part of the city, or its officers, employees, volunteers, or agents, for any injury or damage resulting from any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees, volunteers or agents.

AUTHORITY AND ADMINISTRATION

SECTION 5. Chapter 8.40.050 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.050 Authority.

The provisions of this chapter constitute an exercise of the City's police power to promote the public health, safety and welfare of all City residents and visitors, and its provisions shall be liberally construed for the accomplishment of that purpose.

SECTION 6. Chapter 8.40.060 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.060 Operation and Administration.

A. The city council shall be the governing body of the City Ambulance Service utility.

B. The City Ambulance Service shall be operated and administered by the Mayor and/or the City Supervisor, through the Fire Chief as set forth herein to ensure care is provided in the best interest of the patient. The City Ambulance Service shall be operated and administered in accordance with (1) state law, regulations of the State Department of Health, and procedures adopted thereunder, including, but not limited to, chapters 18.71, 18.73 and 70.168 RCW, and chapter 246-976 WAC; and (2) federal law.

C. The Medical Program Director shall be responsible for the provisions of patient care quality and treatment protocols.

SECTION 7. Chapter 8.40.070 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.070 Fire Chief – Duties.

A. The Fire Chief, through the Fire Department, shall oversee and superintend the operation and administration of the City Ambulance Service.

B. The Fire Chief shall be vested with the authority to promulgate, revise, or rescind such reasonable rules and regulations as may be necessary or appropriate to administer the provisions of this Chapter, as well as the operation and administration of the City Ambulance Service.

C. The Fire Chief shall make such regular inspections as the Fire Chief deems necessary, and shall make such reports relative to conditions existing at such times and in such manner as the Mayor or City Supervisor may direct.

SECTION 8. Chapter 8.40.080 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.080 Finance Director - Duties.

The Finance Director shall keep a system of accounts of revenues and disbursements of the City Ambulance Service as prescribed by the State Auditor, all as required by law.

OPERATION AND FUNDING

SECTION 9. Chapter 8.40.090 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.090 Additions, Betterments, Purchases – Compliance with Capital Facilities Plan.

Additions, betterments and purchases to and for the City Ambulance Service shall be made in accordance with the City’s Capital Facilities Plan as the same now exists or as it may hereafter be amended.

SECTION 10. Chapter 8.40.100 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.100 Additions, Betterments, Purchases – Financing.

The cost of making additions, betterments or purchases to and for the Ambulance Service shall be paid from such sources and by such means as the City from time to time may direct, in accordance with RCW 35A.80.010, and other laws of the state as the same now exist or as they may hereafter be amended.

SECTION 11. Chapter 8.40.110 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.110 Ambulance Service Fund.

A. There shall be created and established in the office of the Finance Director a special fund, to be known and designated as the “Ambulance Service Fund.” There shall be deposited in the Ambulance Service Fund: (1) all revenues collected pursuant to the Ambulance Service Fees set forth in Section 8.40.120 herein; (2) all revenues collected pursuant to any contract and/or agreement to provide all or a portion of the Ambulance Service; (3) appropriations from the City, the County, State and federal government; and, (4) such other funds as may be received for the use of the Ambulance Service. The Ambulance Service Fund shall be administered in accordance with the laws of the State.

B. Assistance of a form other than funds shall be accounted for in accordance with state law, applicable regulations of the state auditor, and in accordance with RCW 36.32.470.

SECTION 12. Chapter 8.40.120 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.120 Ambulance Service Fees.

Fees for users of the City Ambulance Service (“Ambulance Service Fees”) shall be fixed from time to time by resolution of the City Council.

SECTION 13. Chapter 8.40.130 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.130 Use of Ambulance Service Fees.

All proceeds derived from the Ambulance Service Fees in Section 8.40.120 herein shall be used solely for the operation, maintenance, and capital needs of the City Ambulance Service.

SECTION 14. Chapter 8.40.140 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.140 Billing of Ambulance Service Fees.

Each patient who utilizes the City Ambulance Service shall be billed by the City in accordance with the Ambulance Service Fees immediately after the provision of the Ambulance Service. The Finance Director shall establish a procedure to bill and collect City Ambulance Service Fees for the Ambulance Services rendered. Under the procedure, the City may elect to bill the patient directly or bill the patient’s insurance company, and if the patient’s insurance does not cover all of the cost of the ambulance service, bill the remaining balance to the patient directly. The City may contract with a public or private entity to bill and collect the City Ambulance Service Fees.

SECTION 15. Chapter 8.40.150 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.150 Civil Enforcement.

The City Ambulance Service Fees imposed by this chapter may be collected by appropriate civil action instituted by the city attorney for that purpose.

SECTION 16. Chapter 8.40.160 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.160 Fee Determination Criteria.

Ambulance Service Fees shall be set at a level to cover the actual costs incurred by the City in operating the City Ambulance Service. It is the intent of the City that Ambulance Service Fees shall be charged in exchange for targeted Ambulance Service that alleviates the burden placed on such service by its users. In classifying customers served, or ALS, ILS or BLS Ambulance Service, the City may, in its discretion, consider any or all of the following factors: the difference in cost of service to various customers; the location of the various customers within the City; the difference of cost of maintenance, operation, repair and replacement of the various parts of the City Ambulance Service; the different character of service furnished various customers; and any other criteria or matters which constitute a reasonable ground for distinction.

SECTION 17. Chapter 8.40.170 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.170 Amendment of Ambulance Service Fees.

The City Ambulance Service Fees provided in Section 8.40.120 herein may be amended from time to time in the discretion of the City Council as financial requirements for the City Ambulance Service may dictate, and such amended fees shall apply to and be binding upon users of the City Ambulance Service; provided that, such fees shall be uniform for the same class of users of the City Ambulance Service.

SECTION 18. Chapter 8.40.180 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.180 Compliance with Medicare and Medicaid Requirements.

This chapter and the City Ambulance Service Fees hereunder shall be construed and implemented in a manner consistent with applicable Medicare and Medicaid requirements. If any part of this chapter is found to conflict with Medicare and Medicaid requirements, the conflicting part of this chapter shall be inoperative to the extent of the conflict and such finding or determination shall not affect the operation of the remainder of this chapter.

SECTION 19. Chapter 8.40.190 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.190 Additional Funding.

To the extent permitted under the Washington Constitution and the laws of the State of Washington (including, but not limited to, RCW 35.21.768 and RCW 84.52.069, as may be amended), the City may adopt ordinances for the levy and collection of taxes or other charges and/or fees for the sole purpose of paying the costs for the operation, maintenance and capital needs of the Ambulance Service.

SECTION 20. Chapter 8.40.200 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.200 County-Wide Ambulance Service.

The City may contract with the County and/or a public corporation formed pursuant to under RCW 35.21.730 et. seq., for the provision of all or a portion of ALS, ILS and/or BLS Ambulance Service within the City's jurisdictional limits on such terms and conditions agreed upon by the City and the County and/or public corporation.

LICENSING

SECTION 21. Chapter 8.40.210 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.210 Applicability.

All ALS, ILS and BLS Ambulance Service involving the provision of emergency medical services to Emergencies occurring within the City shall be provided within the City limits by the Fire Department in accordance with the provisions of this chapter; provided that, this provision shall not be applicable to medical services provided by any public hospital district for inter-facility patient transport.

SECTION 22. Chapter 8.40.220 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.220 License Required – Application- Fee.

- A. It shall be unlawful for any person (other than the Fire Department) to
 1. Operate or cause to be operated within the City limits an Ambulance Service without first being issued a license therefore by the City.

2. Operate or cause to be operated an Ambulance Service within the City limits, except as provided in Section 8.40.310 SWMC.

B. In the event the City elects to enter into a contract with an Ambulance Service, an Ambulance Service license may be obtained by applying therefore at the office of the Finance Director on forms provided. The Finance Director, subject to a review and approval from the Fire Chief, is responsible for issuing, denying, revoking, renewing, suspending and canceling ambulance licenses to operate an Ambulance Service within the City.

C. The fee for such license shall be \$2,000 and it shall be renewable annually. The fee shall be payable in January of each year for the ensuing year, and there shall be no proration for new applications during the year. Each Ambulance Service license issued by the Finance Director shall be valid for the period of one year. The license year shall be from January 1st to December 31st of each year.

D. The Finance Director shall not issue such license unless the applicant has fulfilled all requirements of this chapter.

E. No person shall operate an Ambulance Service within the City unless there is on file with the Finance Director proof that the required license/licenses have been obtained from the Secretary as required by state law, including, but not limited to, chapter 18.73 RCW and chapter 246-976 WAC, as now or hereafter amended.

F. To the extent not inconsistent with other provisions of this Chapter, the provisions of Title 5 of the Sedro-Woolley Municipal Code, regarding the general issuance of City licenses, shall also be applicable to Ambulance service providers.

SECTION 23. Chapter 8.40.230 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.230 Standards for License.

A. All applicants for an Ambulance service license shall be appropriately certified by the Secretary, and be in good standing pursuant to chapter 18.73 RCW and regulations promulgated thereunder. Upon receiving an application and fee, the Finance Director shall forward the application to the Fire Chief for review and recommendation for approval or denial. No license shall be issued unless the Fire Chief is satisfied, pursuant to policies duly adopted, that (1) the applicant is properly certified by the State; (2) the applicant's facilities, ambulances, and equipment meet State standards; (3) employees of the applicant are certified and in good standing; (4) evidence from the applicant or a record check of the applicant and its employees by the Police Chief, shows no criminal convictions for offenses having a direct adverse relationship to custody of incapacitated persons, custody of narcotic or controlled substances, or safe driving of emergency vehicles, as required by the Fire Chief; and, (5) the applicant is otherwise in good standing and capable of performing Ambulance Service.

B. Upon written recommendation of approval of the application by the Fire Chief, the Finance Director is authorized to issue an Ambulance Service license. All equipment proposed for use shall be subjected to random inspection by the Fire Chief or his/her designee, who shall determine whether said records and equipment conform to all requirements of this chapter. It shall be the responsibility of the licensee to immediately notify the Finance Director in writing of any change in any of the information required on the application.

C. Applicant shall obtain and at all times maintain in full force the following insurance in amounts determined by the City Attorney: (1) comprehensive general liability; (2) automobile liability for all vehicles; and, (3) professional liability. Applicant shall provide an insurance certificate to this effect, naming the City as an additional insured as to (1) and (2), above. Such policies shall also provide for prompt advance notice to the City of intended cancellation of coverage. Applicant shall also agree to indemnify, defend and hold the City harmless from any causes of action arising from the operation of the Ambulance Service. No person shall operate an Ambulance Service within the City unless there is on file with the Finance Director satisfactory proof that the required insurance is in effect as required herein. An Ambulance Service operated by a political subdivision of the state, or by a municipal corporation, or quasi-municipal corporation, may elect to be a self-insurer; provided that the City Attorney is satisfied with the adequacy of the self-insurance.

SECTION 24. Chapter 8.40.240 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.240 License Not Transferable.

No Ambulance Service license issued under the provisions of this Chapter 8.40 shall be transferable or assignable.

SECTION 25. Chapter 8.40.250 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.250 Ambulance Personnel.

No Ambulance shall be operated as such without at least two persons. Such personnel shall not have been convicted of offense having a direct relationship to custody of incapacitated persons, custody of narcotic or controlled substances, or safe driving of emergency vehicles and shall hold a valid Washington State driver's license. An ALS ambulance shall be staffed by at least one paramedic and one EMT-B (or higher level certification). An ILS ambulance shall be staffed by at least one ILS certified EMT (or higher level certification), and one EMT-B (or higher level certification). A BLS ambulance shall be staffed by at least 2 EMT's (or higher level certification).

SECTION 26. Chapter 8.40.260 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.260 Ambulances and Equipment.

A. Ambulances shall be maintained and inspected pursuant to requirements from time to time adopted by the Secretary. All licensees shall provide the Fire Department with copies of reports of inspection submitted to the Secretary pursuant to RCW 18.73.145.

B. All ambulances and equipment storage and cleaning areas are subject to inspection by the Fire Department, at reasonable times, to ensure that they are maintained in a clean and functional state. Disinfection or chemical sterilization of reusable equipment must meet guidelines established by the National Center for Disease Control.

C. Licensees shall take immediate action to eliminate any unsanitary condition when becoming aware of it and shall immediately correct any situation about which the Fire Chief or the Secretary has delivered written notice. Failure to immediately correct any such situation may result in license suspension or revocation.

D. Ambulances shall not be used without the minimum equipment prescribed by the Secretary and Fire Department. In the event any variance from requirements is granted by the State, a licensee must apply for and obtain a similar such variance from the Fire Department.

SECTION 27. Chapter 8.40.270 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.270 Performance Standards – Compliance – Records.

A. All operations of, and services provided by a licensee and representatives thereof shall, as a minimum fully comply at all times with all applicable provisions of (1) City and County ordinances and procedures adopted thereunder; (2) State law, regulations of the State Department of Health, and procedures adopted thereunder, including, but not limited to, chapters 18.71, 18.73 and 70.168 RCW, and chapter 246-976 WAC; and (3) federal law.

B. All services performed hereunder shall be in accordance with the standards and principles of the course of instruction given EMT's or paramedics, as the case may be, by the State, and pursuant to medical protocols established from time to time by the Skagit County Medical Program Director.

C. The Fire Department shall be informed by the licensee of rates charged and changes in rates which may occur from time to time.

D. Records shall be logged by Ambulance crews and shall include date and time of service and response times. Copies of such records shall be mailed or otherwise delivered to the Fire Department on a weekly basis, or as often as requested by the Fire Chief. Subject to the requirements of the Washington's Public Disclosure Act, and subject further to the provisions of the federal Health Insurance Portability and Accountability Act of 1996, such records are confidential and shall be released only to proper officials of the City.

SECTION 28. Chapter 8.40.280 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.280 Emergency Notification.

In the event a call for Emergency Ambulance Service is received by licensee or a representative thereof, the caller shall be directed to call Skagit Emergency Communications for response by the Sedro-Woolley Fire Department or other such provider as allowed under this Chapter.

SECTION 29. Chapter 8.40.290 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.290 Response to Calls.

It is unlawful for a licensee in responding to any call to use emergency lighting or siren, unless (1) responding to emergencies or transporting a patient in accordance with the Mutual Aid provisions herein or (2) directed to do so by the Sedro-Woolley Fire Department.

SECTION 30. Chapter 8.40.300 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.300 Mutual Aid.

A. A licensee is required to cooperate with any request by the Fire Department for Mutual Aid. At such times, the City will have operational control of all equipment and personnel for all purposes and may dispatch ambulances to any point within the City. However, in the event of any suit or claim arising out of activities under this section, the City and licensee shall each be responsible for, and to the extent of, their own respective liability.

B. Licensee shall equip vehicles with City Fire Department frequencies, which, however, shall only be used by licensees in the event of a Mutual Aid situation described herein.

SECTION 31. Chapter 8.40.310 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.310 Ambulance Service Agreement.

In the event the City determines it to be in the best interests of the public to enter into an agreement with a public Ambulance Service to provide Ambulance services, the City may, as authorized by the City Council, enter into an interlocal agreement with such public Ambulance Service.

SECTION 32. Chapter 8.40.320 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.320 Denial, Revocation or Suspension of License.

A. Grounds. The Finance Director, upon recommendation of the Fire Chief, may deny a license application or license renewal, or revoke, suspend or restrict a license if the Finance Director has reasonable cause to believe that the applicant for or holder of the license has violated any provision or failed to meet any provision, term or standard established in this Chapter 8.40.

B. Notice. If the Finance Director denies a license application or license renewal, or revokes, suspends or restricts a license, the applicant for or holder thereof shall be given a written notice stating: (1) the facts and conclusions upon which the decision is based; and (2) that the Finance Director's decision shall be final and conclusive and that the applicant or holder shall be deemed to have waived all rights to an administrative hearing unless the applicant or holder files with the Finance Director a written notice of appeal pursuant to Section 8.40.310(C) herein. Notice of a license revocation, suspension or restriction shall be given prior to the effective date of such action; provided, that the Finance Director may revoke, suspend or restrict a license, without prior notice, but subject to a timely appeal, if the Finance Director finds that immediate action is necessary in order to protect the health, welfare or safety of the public.

C. Appeal. The notice of appeal shall be filed with the Finance Director within ten business days following notice of the Finance Director's decision and shall state the grounds for the appeal. Upon the filing of an appeal, the Finance Director shall cause to have scheduled a hearing thereon before the City Hearings Examiner within thirty days and provide at least ten days' notice of the hearing to the applicant or holder. The decision of the Finance Director shall be upheld unless the Hearings Examiner finds that the decision was arbitrary, capricious or contrary to law. The decision of the Hearings Examiner shall be final and conclusive unless review is sought in a court of competent jurisdiction within ten (10) days of the written decision of the Hearings Examiner. The proceeding before the Hearings Examiner shall be considered proceedings under RCW 42.30.140(1) and (2).

SECTION 33. Chapter 8.40.330 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.330 Penalty for Violation.

A. In the event of a violation of any provision of this Chapter 8.40, the Fire Department shall promptly notify the licensee thereof and, if the situation warrants it, give the licensee a reasonable opportunity to take corrective action.

B. Any licensee or employee of a licensee who violates any provision of this Chapter 8.40 shall subject licensee to suspension or revocation of license pursuant to Section 8.40.310 herein. Any person violating a provision of this Chapter 8.40 shall be guilty of a gross misdemeanor and upon conviction shall be punished by a fine not exceeding \$5,000 dollars.

SECTION 34. Chapter 8.40.340 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.340 Severability.

If any of the provisions of this chapter or its application to any person or circumstances is held invalid, the remainder of this chapter or the application of the provision to other persons or circumstances is not affected, and to this end, the provisions of this chapter are declared to be severable.

SECTION 35. This ordinance shall be effective five (5) days after passage and publication as provided by law.

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

First Reading by City Council: March 9, 2011

Approval by City Council:

Published:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS