

Next Ord: 1710-11
Next Res: 845-11

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

June 22, 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.

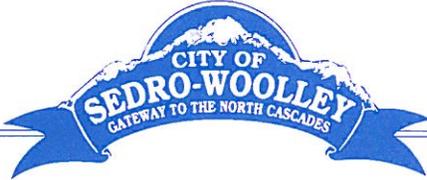
- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Checks #72246 to #72352 in the amount of \$827,818.46.
 - Payroll Checks #50633 to #50743 in the amount of \$183,774.69.
 - c. Biosolids Contract with King County and BPI
 - d. Change Order 1 - 2011 Sanitary Sewer CIPP Project - Insituform Technologies Inc.
 - e. 2011 EMS Supply Inter-Local
4. Special Recognition - Parks Department Employee Kevin Kesti
 5. Public Comment (Limited to 3-5 minutes)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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

JUN 22 2011

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



DATE: June 22, 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 June 22, 2011 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Pat Colgan
___ 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.

JUN 22 2011

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
June 8, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Pat Colgan, Tony Splane, Tom Storrs, Keith Wagoner (Late), Hugh Galbraith and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore and Lt. Tucker.

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

Pledge of Allegiance

Councilmember Wagoner arrived at 7:01 P.M.

City Supervisor/Attorney Berg noted Councilmember Sandström was absent from the meeting due to the birth of his second child: Ogden Glory Augustus Sandström-Resetar.

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #72108 to #72114 and #72156 to #72245 in the amount of \$109,570.77
 - Payroll Checks #50525 to #50632 in the amount of \$250,995.53
- Public Works Agreement No. 2011-PW-18 for 2011 Gutter Installation Repair
- Minutes of Joint Special Meeting – February 28, 2011 (*added*)

Councilmember Storrs moved to approve the consent calendar A through D. Seconded by Councilmember Lemley. Motion carried (6-0).

Oath of Office for Joseph Handley

Lt. Tucker introduced Joseph Handley who completed the reserve officer academy with another agency and will be joining the reserve force for Sedro-Woolley. Tucker noted that we will also be getting another reserve officer in the near future.

Mayor Anderson administered the oath of office to Officer Handley. A round of applause was given for Officer Handley.

Public Comment

No public comment received.

PUBLIC HEARING

Moratorium on Permitting of Activities Involving Medical Marijuana

Planner Moore reviewed the emergency ordinance established in April for a moratorium on permitting of activities involving medical marijuana. He noted that part of the State law requires holding of a public hearing within 60 days. He reviewed the proposed ordinance to continue the moratorium.

Mayor Anderson opened the public hearing at 7:10 P.M.

Mayor Anderson closed the public hearing at 7:10:30 P.M.

Councilmember Colgan moved to approve Ordinance No. 1708-11 An Ordinance Adopting Findings of Fact Ratifying, Confirming and Continuing Ordinance 1705-11 Adopted April 13, 2011 Proclaiming an Emergency and Placing a Moratorium on the Processing or Accepting of Applications for Permits or Licensing and Establishment for any Building or Land Use Activity Involving Medical Marijuana Dispensaries and Cultivating. Seconded by Councilmember Splane. Motion carried (6-0).

NEW BUSINESS

Proposed Modification to Use Restrictions in the Mixed Commercial (MC) Zone and Central Business District (CBD)

Planner Moore reviewed the clarification of quasi public uses within the Mixed Commercial and Central Business District. He noted several business owners have commented on quasi public uses taking up quality space within the downtown area. Reconsideration has been given at the Planning Commission level which included public hearings. Moore discussed places of worship being protected by federal and case law and also discussed blanket zoning districts. The recommendation of the Planning Commission is to adopt the proposed modifications to the municipal code which designate quasi-public uses as Conditional Use in the Mixed Commercial and Central Business District.

Discussion ensued regarding the two reading rule for Ordinances, comments from business owners, definition of quasi public uses (non-profits, private clubs and not commerce related business) and addressing impacts.

Councilmember Storrs moved to adopt Ordinance No. 1709-11 An Ordinance Modifying SWMC 17.20.010 and 17.24.101, Requiring Conditional Use Approval for Quasi-Public Uses in the Mixed Commercial Zone and Central Business District. Seconded by Councilmember Wagoner.

Councilmember Colgan questioned the appearance of fairness since he has property located within the Central Business District. City Supervisor/Attorney Berg noted

because it is a legislative act affecting the whole Central Business District there would be no appearance of fairness issue as long as he does not have a current application in process.

Motion carried. (6-0)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Lt. Tucker – reported the Nooksack tribe has discontinued their reserve program and the Police Department was lucky enough to obtain two of their reserve officers. He also reported the new police car has been delivered and should be in service within a couple of weeks. When up and running they will be surplussing one car and the other cars disposition is undecided. He discussed a lead on some recent graffiti in the vicinity of Councilmember Wagoner’s ward. Tucker reported that Chief Wood and Luigi had been invited to speak at the Law and Justice meeting regarding the Offender Work Program. Tucker noted the positive comments received on the work program and the City is still utilizing offenders from other jurisdictions.

Planner Moore – reported that the first round of way-finder signs will be going up soon. The signs have been funded by the lodging tax to direct people to various locations within the city. Discussion was also held regarding the “Watermelon Girls” sign on Highway 9. The sign has been taken down due to peeling and will be fixed and reinstalled. It was noted that the sign was owned by Chamber of Commerce.

Engineer Freiberger – reported the SR20 widening project is out to bid and a pre bid conference will be held on the 14th. He stated he will be attending, along with Mayor Anderson and City Supervisor/Attorney Berg the TIB meeting on 23rd to present the project for additional funds. TIB representatives were in town for a training seminar and reviewed the project. Freiberger then reported on the SR9 sewer repair at Cascade Middle School and some issues that were discovered after videoing the line. A price was received from the CIPP contractor for the addition of 1000 feet. He requested Council authorize to give the contractor a verbal OK on a negotiated price. It would come back to Council as a change order. The change order is within budget.

Councilmember Storrs moved to authorize the Engineering Department to make changes to repair Highway 9 not to exceed \$80,000. Seconded by Councilmember Splane.
Motion carried (6-0).

Engineer Freiberger reported that DOT has some extra money for traffic modeling. They will provide the engineering justification for the realignment of Cook Road back into Highway 20.

City Supervisor/Attorney Berg – reported on the recent trip to Washington DC that he and the Mayor took. They were part of a delegation of 12 people representing 7 different entities. Berg described the meetings regarding the GI studies attended.

Finance Director Nelson – announced the State Auditors will be arriving Monday for three week. The audit will cover the federal and financial. The accountability audit will be every two years as requested by the City as a cost savings measure. She also pointed out a letter from FEMA regarding their recent desk review of Fire Station 2 which shows no findings or corrective actions necessary. A copy of the letter was sent to the Auditor hoping they would take it into consideration which might save some time and eliminate some costs for auditing. Nelson also noted the Bellingham audit team is having difficulty in getting Federal Audits completed and some City’s are having split audits as a result.

Councilmember Colgan – reported on his attendance at the Food Bank meeting. He stated they have secured a three year lease with a two year extension for their location at 640 Cook Road. Colgan reported the Food Bank helped 15,000 more people than last year. Colgan reported the Food Bank will be discontinuing distribution of commodities.

Rick Judd – explained the process acting as a distribution center for commodities. He noted due to the cost of auditing it is in the Food Bank’s best interest to turn commodity distribution over to Community Action.

Councilmember Wagoner – thanked Luigi’s crew for their help with the football field. They have done a great job. He thanked Bob Park on his graffiti abatement and the quick response to some graffiti in his neighborhood. He also commented on the RV spots recently placed in downtown for temporary parking. Wagoner commended the work of the Sedro-Woolley High School Math Club for their placement of 18th in the national Collaborative Problem Solving Contest.

Councilmember Lemley – reported on the Blast from the Past with lots of people in town over the three days. There was a large attendance at the car show. He noted it was a positive move to extend the event to three days and gave kudo’s to the Chamber ladies.

Councilmember Colgan – reported that Carolyn Freeman of the Sedro-Woolley Museum noted there were 170 people through the museum over the weekend.

Engineer Freiburger –reported on an illicit dumping of grease water from one of the vendors. They will be following up with the Chamber.

EXECUTIVE SESSION

The meeting adjourned to Executive Session at 8:06 P.M. for discussion of litigation for approximately 30 minutes with a decision anticipated.

The meeting reconvened at 8:26 P.M.

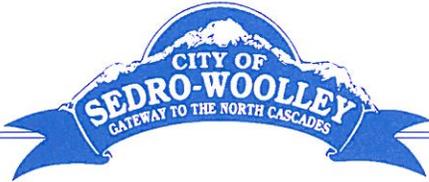
Councilmember Wagoner moved to approve the settlement agreement and amendment agreement between Sedro-Woolley LLC and the City of Sedro-Woolley pending review by the City Attorney. Seconded by Councilmember Lemley. Motion carried (6-0).

Councilmember Colgan moved to adjourn. Seconded by Councilmember Splane. Motion carried (6-0).

The meeting adjourned at 8:29 P.M.

JUN 22 2011

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



DATE: June 22, 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 June 22, 2011.

Motion to approve Claim Checks #72246 to #72352 in the amount of \$827,818.46.

Motion to approve Payroll Checks #50633 to #50743 in the amount of \$183,774.69.

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
 06/22/2011 (Printed 06/17/2011 09:49)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
72246	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	2,047.00
		MISC-FILING FEES/LIEN EXP SAN	2,110.00
		OPERATING SUPPLIES SWTR	63.00
		WARRANT TOTAL	4,220.00
72247	SORSDAL, HEATHER	TRAVEL PD	90.00
		WARRANT TOTAL	90.00
72248	ACE INDUSTRIAL SUPPLY, INC.	SAFETY EQUIPMENT SWR	178.52
		WARRANT TOTAL	178.52
72249	ALL-PHASE ELECTRIC	REPAIRS/MAINT-EQUIP FD	77.30
		WARRANT TOTAL	77.30
72250	ALPINE FIRE & SAFETY	SUPPLIES/BOOKS PLN	6.87
		SUPPLIES ENG	6.87
		REPAIRS & MAINTENANCE PD	267.20
		OPERATING SUPPLIES FD	231.39
		OFF/OPER SUPPS & BOOKS INSP	6.87
		OPERATING SUP - PARKS SHOP PK	84.99
		OPERATING SUP - COMM CENTER PK	183.72
		OPERATING SUP - SENIOR CTR PK	136.12
		OPERATING SUP - CITY HALL PK	56.97
		OPERATING SUP - LIBRARY PK	79.09
		SAFETY EQUIPMENT CEM	38.79
		REPAIR-SAFETY EQUIPMENT ST	79.69
		MAINTENANCE CONTRACTS SWR	295.93
		OPERATING SUPPLIES SAN	212.61
		WARRANT TOTAL	1,687.11
72251	LLOYD RUSSELL	REPAIRS/MAINT-EQUIP FD	167.71
		WARRANT TOTAL	167.71
72252	ANDGAR CORP	MACHINERY & EQUIPMENT	2,674.00
		WARRANT TOTAL	2,674.00
72253	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY CEM	5.60
		MISC-LAUNDRY ST	6.74
		MISC-LAUNDRY ST	12.12
		MISC-LAUNDRY ST	6.74
		MISC-LAUNDRY ST	12.12
		LAUNDRY SWR	7.51
		LAUNDRY SWR	26.36
		LAUNDRY SWR	7.51
		LAUNDRY SWR	26.36
		WARRANT TOTAL	127.86
72254	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	8,768.55
		WARRANT TOTAL	8,768.55

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/22/2011 (Printed 06/17/2011 09:49)

PAGE 2

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
72255	ASSOC PETROLEUM PRODUCTS	AUTO FUEL CS	169.44
		AUTO FUEL CS	121.93
		AUTO FUEL PD	79.46
		AUTO FUEL PD	1,641.57
		AUTO FUEL/DIESEL FD	578.38
		AUTO FUEL/DIESEL PK	295.41
		SAFETY EQUIPMENT PK	580.86
		AUTO FUEL/DIESEL CEM	292.25
		AUTO FUEL/DIESEL ST	286.30
		AUTO FUEL/DIESEL ST	177.08
		AUTO FUEL/DIESEL ST	211.49
		AUTO FUEL/DIESEL SWR	192.38
		AUTO FUEL/DIESEL SWR	256.53
		AUTO FUEL/DIESEL SWR	230.08
		AUTO FUEL/DIESEL SAN	95.93
		AUTO FUEL/DIESEL SAN	2,066.51
			WARRANT TOTAL
72256	BALDERAS, JAMIE	SUMMER READ PROGRAM LIB	120.00
		WARRANT TOTAL	120.00
72257	BANK OF AMERICA	SUPPLIES/BOOKS PLN	70.62
		SUPPLIES ENG	70.62
		TRAVEL PD	384.42
		OFF/OPER SUPPS & BOOKS INSP	70.63
		MEALS/TRAVEL SWR	518.10
		WARRANT TOTAL	1,114.39
72258	BANK OF AMERICA	MEALS/TRAVEL EXE	79.90
		MEALS/TRAVEL EXE	17.45
		MEALS/TRAVEL EXE	20.00
		MEALS/TRAVEL EXE	65.00
		MEALS/TRAVEL EXE	14.39
		MEALS/TRAVEL EXE	14.54
		MEALS/TRAVEL EXE	14.41
		MEALS/TRAVEL EXE	36.12
		MEALS/TRAVEL EXE	10.00
		MEALS/TRAVEL EXE	20.00
		MEALS/TRAVEL EXE	31.29
		MEALS/TRAVEL EXE	40.00
		MEALS/TRAVEL EXE	724.80
		CONST-FRUIT MC MITIGATION	518.80
		WARRANT TOTAL	1,606.70
72259	BANK OF NEW YORK MELLON	BOND INTEREST	302.57
		WARRANT TOTAL	302.57
72260	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	38.93
		REPAIR/MT-SMALL TOOLS EQUIP PK	164.63
		WARRANT TOTAL	203.56
72261	BANK OF AMERICA	SUPPLIES LIB	259.06

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/22/2011 (Printed 06/17/2011 09:49)

PAGE 3

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	51.01
		WARRANT TOTAL		310.07
72262	BANNER, DOUG	SUMMER READ PROGRAM	LIB	175.00
		WARRANT TOTAL		175.00
72263	BAY CITY SUPPLY	OPERATING SUP - HAMMER SQ	PK	199.77
		OPERATING SUPPLIES	SWR	25.61
		WARRANT TOTAL		225.38
72264	BERG, ERON	MEALS/TRAVEL	EXE	41.64
		WARRANT TOTAL		41.64
72265	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,968.00
		WARRANT TOTAL		5,968.00
72266	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
72267	BRABER EQUIPMENT LTD.	REPAIR/MAINTENANCE-EQUIP	ST	328.02
		WARRANT TOTAL		328.02
72268	CARL'S TOWING INC.	REPAIRS/MAINT-EQUIP	FD	81.15
		WARRANT TOTAL		81.15
72269	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	27.21
		PUBLIC UTILITIES	FD	97.56
		UTILITIES-COMMUNITY CTR	PK	51.64
		UTILITIES-SENIOR CENTER	PK	108.31
		UTILITIES-HAMMER SQUARE	PK	13.54
		UTILITIES - SHOP	PK	160.64
		UTILITIES - SHOP	PK	33.07
		PUBLIC UTILITIES-CITY HALL	PK	645.58
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	68.84
		PUBLIC UTILITIES	LIB	48.71
		PUBLIC UTILITIES	SWR	71.88
		PUBLIC UTILITIES	SAN	99.51
		WARRANT TOTAL		1,437.09
72270	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	21.10
		WARRANT TOTAL		21.10
72271	CODE PUBLISHING INC.	CODE BOOK	LGS	93.95
		WARRANT TOTAL		93.95
72272	CPI PLUMBING & HEATING	PROFESSIONAL SERVICES	PD	54.50
		REPAIR/MT-HAMMER SQUARE	PK	54.50
		REPAIR/MAINT-CITY HALL	PK	54.50
		MAINTENANCE CONTRACTS	SWR	54.50
		MAINTENANCE CONTRACTS	SWR	54.50
		MAINTENANCE CONTRACTS	SWR	54.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		MAINTENANCE CONTRACTS	SWR	54.50
		MAINTENANCE CONTRACTS	SWR	54.50
		MAINTENANCE CONTRACTS	SWR	81.75
		WARRANT TOTAL		517.75
72273	COMMERCIAL FIRE PROTECTION INC.	REPAIRS/MAINT-EQUIP	FD	270.00
		WARRANT TOTAL		270.00
72274	CONCRETE NOR'WEST, INC.	MAINTENANCE OF LINES	SWR	345.55
		MAINTENANCE OF LINES	SWR	299.69
		SOLID WASTE DISPOSAL	SAN	70.82
		WARRANT TOTAL		716.06
72275	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	67.16
		OFFICE/OPERATING SUPPLIES	PD	94.32
		OPERATING SUPPLIES	FD	91.25
		WARRANT TOTAL		252.73
72276	CRYSTAL SPRINGS	OPERATING SUPPLIES	SWR	44.38
		WARRANT TOTAL		44.38
72277	DC'S PRINTING & AWARDS	CAP OUTLAY-GRANT FOR HHS	PKR	9.74
		WARRANT TOTAL		9.74
72278	DAILY JOURNAL OF COMMERCE	CONST - SR20 WIDENING		154.80
		WARRANT TOTAL		154.80
72279	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	19.93
		PROFESSIONAL SERVICES	JUD	.83-
		SUPPLIES	FIN	19.93
		SUPPLIES	FIN	.83-
		SUPPLIES/BOOKS	PLN	6.65
		SUPPLIES/BOOKS	PLN	.27-
		SUPPLIES	ENG	6.65
		SUPPLIES	ENG	.27-
		OFFICE/OPERATING SUPPLIES	PD	45.60
		OFFICE/OPERATING SUPPLIES	PD	1.66-
		OFF/OPER SUPPS & BOOKS	INSP	6.65
		OFF/OPER SUPPS & BOOKS	INSP	.28-
		WARRANT TOTAL		101.27
72280	DEPARTMENT OF COMMERCE	PWTF LOAN INTEREST PMT		2,870.84
		PWTF LOAN INTEREST PMT		28,000.00
		PWTF LOAN INTEREST PMT		17,099.36
		PWTF LOAN PRINCIPAL PMT		38,277.86
		PWTF LOAN PRINCIPAL PMT		350,000.00
		PWTF LOAN PRINCIPAL PMT		189,992.89
		WARRANT TOTAL		626,240.95
72281	E & E LUMBER	MACHINERY & EQUIPMENT	PD	4.32
		MACHINERY & EQUIPMENT	PD	34.01
		OPERATING SUPPLIES	FD	27.32

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUP - COMM CENTER PK	148.04
		REPAIRS/MT-RIVERFRONT PK	14.75
		REPAIRS/MT-RIVERFRONT PK	108.25
		REPAIRS/MT-RV PARK PK	14.76
		REPAIRS/MT-COMMUNITY CTR PK	43.25
		REPAIRS/MT-COMMUNITY CTR PK	7.09
		REPAIR/MT-SENIOR CENTER PK	66.47
		REPAIR/MT-LIONS ROADSIDE PARK	43.97
		OPERATING SUPPLIES ST	46.79
		OPERATING SUPPLIES ST	14.60
		REPAIR/MAINTENANCE-EQUIP ST	9.14
		REPAIR-SAFETY EQUIPMENT ST	7.00
		MAINT OF GENERAL EQUIP SWR	60.15
		OPERATING SUPPLIES SAN	149.82
		OPERATING SUPPLIES SAN	11.66
		WARRANT TOTAL	811.39
72282	ENTERPRISE OFFICE SYSTEMS	SUPPLIES JUD	73.35
		SUPPLIES FIN	6.72
		SUPPLIES/BOOKS PLN	21.63
		SUPPLIES ENG	11.35
		SUPPLIES ENG	21.64
		OFFICE/OPERATING SUPPLIES PD	19.44
		WARRANT TOTAL	154.13
72283	FEDERAL EXPRESS CORP.	CONST - SR20 WIDENING	12.99
		WARRANT TOTAL	12.99
72284	FRONTIER	TELEPHONE JUD	74.88
		TELEPHONE EXE	112.32
		TELEPHONE FIN	112.32
		TELEPHONE LGL	49.92
		TELEPHONE IT	37.44
		TELEPHONE PLN	37.44
		TELEPHONE ENG	87.36
		TELEPHONE PD	374.56
		TELEPHONE PD	57.75
		TELEPHONE PD	57.85
		TELEPHONE FD	137.28
		TELEPHONE INSP	37.44
		TELEPHONE PK	24.96
		PUBLIC UTILITIES-CITY HALL PK	115.52
		TELEPHONE ST	12.48
		TELEPHONE LIB	62.40
		TELEPHONE SWR	99.84
		TELEPHONE SAN	49.92
		WARRANT TOTAL	1,541.68
72285	HACH COMPANY	OPERATING SUPPLIES SWR	120.05
		WARRANT TOTAL	120.05
72286	HONEY BUCKET	UTILITIES-PORTABLE TOILETS PK	75.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		75.00
72287	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	264.00
		WARRANT TOTAL		264.00
72288	INT'L ASSOC OF CHIEFS	DUES/SUBSCRIPTIONS	PD	120.00
		WARRANT TOTAL		120.00
72289	KCDA PURCHASING COOPERATIVE	OFFICE/OPERATING SUPPLIES	PD	58.45
		OFFICE SUPPLIES	FD	58.45
		WARRANT TOTAL		116.90
72290	L N CURTIS & SONS	SMALL TOOLS & MINOR EQUIP	FD	864.31
		WARRANT TOTAL		864.31
72291	LEGACY TELECOMMUNICATIONS INC	PROFESSIONAL SERVICES	SWR	1,839.40
		WARRANT TOTAL		1,839.40
72292	LOGGERS AND CONTRACTORS	REPAIR/MAINT-STREETS	ST	150.39
		WARRANT TOTAL		150.39
72293	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
72294	MCLENNAN, JEANNE	CAP OUTLAY-GRANT FOR HHS	PKR	16.33
		WARRANT TOTAL		16.33
72295	MOTOROLA	MACHINERY & EQUIPMENT	PD	1,692.15
		WARRANT TOTAL		1,692.15
72296	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	2,328.33
		WARRANT TOTAL		2,328.33
72297	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	1,513.15
		WARRANT TOTAL		1,513.15
72298	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	37.24
		REPAIR & MAINT - AUTO	PD	46.73
		WARRANT TOTAL		83.97
72299	NORTHWEST DOOR AUTOMATION INC.	REPAIR/MAINT-CITY HALL	PK	579.14
		WARRANT TOTAL		579.14
72300	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	1.92
		SUPPLIES	ENG	1.92
		OFF/OPER SUPPS & BOOKS	INSP	1.91
		CONST - SR20 WIDENING		33.98
		WARRANT TOTAL		39.73
72301	OLSON, TODD	HEALTH CLUB	FD	60.00
		WARRANT TOTAL		60.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/22/2011 (Printed 06/17/2011 09:49)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
72302	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	32.44
		OPERATING SUPPLIES	SAN	64.90
		WARRANT TOTAL		97.34
72303	ORCA PACIFIC INC.	OPERATING SUPPLIES	SWR	10.78
		WARRANT TOTAL		10.78
72304	PARK PLACE PAINTING	CAP OUTLAY-GRANT FOR HHS	PKR	1,912.40
		WARRANT TOTAL		1,912.40
72305	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	19.91
		REPAIR/MT-SMALL TOOLS EQUIP	PK	133.93
		REPAIR/MT-SMALL TOOLS EQUIP	PK	120.64
		REPAIR/MAINTENANCE-EQUIP	ST	2,025.28
		SOLID WASTE DISPOSAL	SAN	391.68
		WARRANT TOTAL		2,691.44
72306	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	18.66
		POSTAGE	LIB	5.59
		EARLY LITERACY	LIB	41.18
		BOOKS, PERIOD, RECORDS	LIB	17.29
		WARRANT TOTAL		82.72
72307	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
72308	PRINTSTREAMS	SUPPLIES	JUD	129.30
		SUPPLIES	FIN	236.03
		WARRANT TOTAL		365.33
72309	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	17.40
		UTILITIES-RIVERFRONT	PK	209.46
		UTILITIES-HAMMER SQUARE	PK	252.53
		UTILITIES-BINGHAM & MEMORIAL P		38.11
		UTILITIES - OTHER	PK	32.07
		PUBLIC UTILITIES-CITY HALL	PK	179.41
		PUBLIC UTILITIES	CEM	74.78
		PUBLIC UTILITIES	ST	38.11
		PUBLIC UTILITIES	LIB	38.54
		PUBLIC UTILITIES	SWR	189.04
		PUBLIC UTILITIES	SAN	155.89
WARRANT TOTAL		1,225.34		
72310	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	8,697.48
		WARRANT TOTAL		8,697.48
72311	QUIRING MONUMENTS, INC.	REPAIR/MAINT-HEADSTONES	CEM	80.00

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/22/2011 (Printed 06/17/2011 09:49)

PAGE 8

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		80.00
72312	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART		36,763.82
		WARRANT TOTAL		36,763.82
72313	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES	SWR	1,150.00
		WARRANT TOTAL		1,150.00
72314	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	170.81
		OPERATING SUPPLIES	SWR	190.03
		WARRANT TOTAL		360.84
72315	THE SEATTLE TIMES	BOOKS, PERIOD, RECORDS	LIB	327.60
		WARRANT TOTAL		327.60
72316	SEATTLE PUMP AND EQUIP CO	OPERATING SUPPLIES	SWTR	102.80
		OPERATING SUPPLIES	SWTR	128.76
		WARRANT TOTAL		231.56
72317	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP	FD	6.31
		OPERATING SUPPLIES	ST	8.29
		REPAIR-SAFETY EQUIPMENT	ST	19.80
		WARRANT TOTAL		34.40
72318	SEDRO-WOOLLEY FARMERS MKT	FARMERS MARKET	HOT	542.09
		WARRANT TOTAL		542.09
72319	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	261.17
		WARRANT TOTAL		261.17
72320	SK. CO. PUBLIC WORKS DEPT	SOLID WASTE DISPOSAL	SAN	48,111.96
		WARRANT TOTAL		48,111.96
72321	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	503.30
		OPERATING LEASE-COMPUTER	PD	3,014.68
		WARRANT TOTAL		3,517.98
72322	SKAGIT CO. PUBLIC WORKS	OPERATING SUPPLIES	ST	2,083.72
		WARRANT TOTAL		2,083.72
72323	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PD	24.88
		OPERATING SUPPLIES	ST	62.73
		OPERATING SUPPLIES	ST	129.82
		WARRANT TOTAL		217.43
72324	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT-EQUIP	SAN	229.93
		WARRANT TOTAL		229.93
72325	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	274.40
		WARRANT TOTAL		274.40
72326	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES		2,089.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PROFESSIONAL SERVICES	SWTR	806.25
		WARRANT TOTAL		2,895.25
72327	SK. VALLEY BARK & TOPSOIL, INC.	REPAIRS/MT-RIVERFRONT	PK	140.66
		WARRANT TOTAL		140.66
72328	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	50.00
		LEGAL PUBLICATIONS	LGS	60.00
		ADVERTISING	PLN	95.00
		CONST - SR20 WIDENING		180.00
		CONST - SR20 WIDENING		420.00
		PROFESSIONAL SERVICES	LIB	36.55
		WARRANT TOTAL		886.55
72329	SMILEY'S INC.	REPAIRS/MAINTENANCE	SWTR	326.87
		WARRANT TOTAL		326.87
72330	SORSDAL, HEATHER	UNIFORMS/ACCESSORIES	PD	194.40
		WARRANT TOTAL		194.40
72331	SORIANO, RAY	SUMMER READ PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
72332	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	5.95
		MISC-LAUNDRY	FD	11.90
		WARRANT TOTAL		17.85
72333	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	57.24
		OFFICE/OPERATING SUPPLIES	PD	35.61
		WARRANT TOTAL		92.85
72334	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
72335	TRASK, SYLVIA	SUMMER READ PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
72336	TRUE VALUE	MACHINERY & EQUIPMENT	PD	48.64
		OPERATING SUPPLIES	FD	7.56
		OPERATING SUP - RIVERFRONT	PK	21.61
		OPERATING SUP - PARKS SHOP	PK	27.34
		OPERATING SUP - PARKS SHOP	PK	29.19
		OPERATING SUP - SENIOR CTR	PK	32.16
		OPERATING SUP - CITY HALL	PK	42.14
		REPAIRS/MT-RV PARK	PK	63.81
		REPAIRS/MT-PARKS SHOP	PK	31.33
		REPAIRS/MT-COMMUNITY CTR	PK	5.18
		REPAIR/MT-SENIOR CENTER	PK	22.71
		REPAIR/MT-SENIOR CENTER	PK	22.71
		REPAIR/MT-MEMORIAL PARK	PK	16.17
		REPAIR/MT-MEMORIAL PARK	PK	24.88

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		REPAIR/MT-BINGHAM PARK PK	8.73
		REPAIR/MT-LIONS ROADSIDE PARK	39.77
		REPAIR/MT-SMALL TOOLS EQUIP PK	32.45
		REPAIR/MT-SMALL TOOLS EQUIP PK	1.94
		OPERATING SUPPLIES ST	39.33
		OPERATING SUPPLIES ST	4.10
		OPERATING SUPPLIES SWR	14.04
		OPERATING SUPPLIES SWR	9.72
		OPERATING SUPPLIES SWR	16.21
		OPERATING SUPPLIES SWR	205.57
		OPERATING SUPPLIES SWR	31.37
		OPERATING SUPPLIES SAN	16.75
		OPERATING SUPPLIES SAN	14.67
		OPERATING SUPPLIES SAN	3.68
		WARRANT TOTAL	788.34
72337	UNITED LABORATORIES	MAINTENANCE OF LINES SWR	443.36
		WARRANT TOTAL	443.36
72338	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	68.15
		WARRANT TOTAL	68.15
72339	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP PK	2.72
		REPAIRS/MAINT-EQUIP SAN	2.83
		REPAIRS/MAINT-EQUIP SAN	5.40
		OPERATING SUPPLIES SAN	19.48
		SMALL TOOLS & MINOR EQUIP SAN	186.85
		WARRANT TOTAL	217.28
72340	VISION FORMS, LLC	POSTAGE SWR	1,248.42
		POSTAGE SAN	595.40
		OPERATING SUPPLIES SWTR	76.84
		WARRANT TOTAL	1,920.66
72341	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	75.00
		INTERGOV SVC-GUN PERMITS PD	36.00
		WARRANT TOTAL	111.00
72342	WA STATE DEPT OF REVENUE	SUPPLIES FIN	4.67
		SUPPLIES FIN	6.79
		TAXES AND ASSESSMENTS PK	73.28
		TAXES AND ASSESSMENTS CEM	139.32
		TAXES AND ASSESSMENTS LIB	6.15
		BOOKS, PERIOD, RECORDS LIB	8.61
		TAXES AND ASSESSMENTS SWR	5,477.45
		TAXES & ASSESSMENTS SAN	5,549.87
		WARRANT TOTAL	11,266.14
72343	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	154.00
		PROFESSIONAL SERVICES PK	40.00
		PROFESSIONAL SERVICES SWTR	10.00
		WARRANT TOTAL	204.00

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 06/22/2011 (Printed 06/17/2011 09:49)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
72344	WAPATO POLICE DEPARTMENT	PRISONERS PD	1,550.00
		WARRANT TOTAL	1,550.00
72345	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	9,590.22
		WARRANT TOTAL	9,590.22
72346	WEST PAYMENT CTR	WESTLAW SERVICES LGL	223.44
		WARRANT TOTAL	223.44
72347	WOOD'S LOGGING SUPPLY INC	POSTAGE IT	46.98
		POSTAGE FD	10.10
		OPERATING SUP - LIBRARY PK	17.94
		WARRANT TOTAL	75.02
72348	ADKINS, BOB	COMMUNITY CENTER	75.00
		WARRANT TOTAL	75.00
72349	TORES, ALICIA	SPACE/FACILITY RENT-RIVERFRONT	25.00
		WARRANT TOTAL	25.00
72350	DORSEY, RICHARD	SPACE/FACILITY RENT-RIVERFRONT	173.50
		WARRANT TOTAL	173.50
72351	HOLTROP, RICHARD	SPACE/FACILITY RENT-RIVERFRONT	250.00
		WARRANT TOTAL	250.00
72352	HUGGINS, PATRICK J.	CONST-FRUITDALE MCGARIGLE AST	757.70
		WARRANT TOTAL	757.70
		RUN TOTAL	827,818.46

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	34,521.92
101	PARK FUND	6,324.42
102	CEMETERY FUND	647.54
103	STREET FUND	16,094.39
104	ARTERIAL STREET FUND	38,842.09
105	LIBRARY FUND	1,416.35
107	CUM RESERVE FOR CITY PARK FUND	1,938.47
108	STADIUM FUND	542.09
303	FACILITIES MAINTENANCE FUND	2,674.00
311	MITIGATION RESERVE-PARKS FUND	2,089.00
401	SEWER FUND	22,240.03
407	1998 SEWER REVENUE BOND FUND	302.57
410	CUM RES-SEWER FACILITIES FUND	626,240.95
412	SOLID WASTE FUND	72,430.12
425	STORMWATER	1,514.52
TOTAL		827,818.46

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
06/22/2011 (Printed 06/17/2011 09:49)

PAGE 13

DEPARTMENT	AMOUNT
001 000 011	248.95
001 000 012	5,582.13
001 000 013	1,309.02
001 000 014	490.21
001 000 015	2,773.36
001 000 017	587.72
001 000 018	291.37
001 000 019	287.19
001 000 020	253.47
001 000 021	19,682.74
001 000 022	2,845.21
001 000 024	170.55
FUND CURRENT EXPENSE FUND	34,521.92
101 000 000	523.50
101 000 076	5,800.92
FUND PARK FUND	6,324.42
102 000 036	647.54
FUND CEMETERY FUND	647.54
103 000 042	16,094.39
FUND STREET FUND	16,094.39
104 000 042	38,842.09
FUND ARTERIAL STREET FUND	38,842.09
105 000 072	1,416.35
FUND LIBRARY FUND	1,416.35
107 000 076	1,938.47
FUND CUM RESERVE FOR CITY PARK FUND	1,938.47
108 000 019	542.09
FUND STADIUM FUND	542.09
303 000 075	2,674.00
FUND FACILITIES MAINTENANCE FUND	2,674.00
311 000 000	2,089.00
FUND MITIGATION RESERVE-PARKS FUND	2,089.00
401 000 035	22,240.03
FUND SEWER FUND	22,240.03
407 000 082	302.57
FUND 1998 SEWER REVENUE BOND FUND	302.57
410 000 000	626,240.95
FUND CUM RES-SEWER FACILITIES FUND	626,240.95
412 000 037	72,430.12

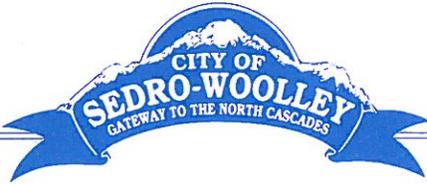
VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	FUND SOLID WASTE FUND		72,430.12			
	425 000 039		1,514.52			
	FUND STORMWATER		1,514.52			
	TOTAL		827,818.46			

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 22 2011

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

CITY OF SEDRO-WOLLEY



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

Memorandum

Date: June 13, 2011
To: Mayor Anderson and City Council Members
From: Debbie Allen, Wastewater Treatment Supervisor 
Subject: **Biosolids Contract with King County and BPI**

Background Information:

The City of Sedro-Woolley currently has a Contract with King County for the utilization of County-owned biosolids equipment for the application of Sedro-Woolley biosolids. There is a second agreement with Boulder Park, Incorporated (BPI) for the trucking and land application fees associated with Sedro-Woolley biosolids. This new Contract will serve the needs of King County, Boulder Park Incorporated and the City of Sedro-Woolley under one document.

Recommended Action:

Authorize Mayor Anderson to sign a Biosolids Hauling and Beneficial Use Services Contract for the City of Sedro-Woolley at the Boulder Park Project. The terms of this Contract will be effective through December 31, 2015.

**BIOSOLIDS HAULING AND BENEFICIAL USE SERVICES
FOR THE CITY OF SEDRO-WOOLLEY
AT THE BOULDER PARK PROJECT**



CONTRACT No. 01-0611

TABLE OF CONTENTS

DEFINITION OF WORDS AND TERMS

SECTION 1 PURPOSE..... 4

SECTION 2 BPI’S RESPONSIBILITIES..... 5

SECTION 3 KING COUNTY’S REPSONSIBILITIES 5

SECTION 4 JOINT BPI/KC’S RESPONSIBILITIES 6

SECTION 5 CITY’S RESPONSIBILITIES 6

SECTION 6 TERMS OF CONTRACT 7

SECTION 7 BASIS OF PAYMENT 7

SECTION 8 PRICE ADJUSTEMENTS 8

SECTION 9 ADDITIONAL WORK 8

SECTION 10 LIABILITY OF BPI AND KC 8

SECTION 11 TRANSFER OF OWNERSHIP..... 9

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND
REGULATIONS AND BEST MANAGEMENT PRACTICES..... 9

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS 10

SECTION 14 INSURANCE 10

SECTION 15 COORDINATION WITH SEDRO-WOOLLEY TREATMENT PLANT..... 11

SECTION 16 DAMAGES 11

SECTION 17 TERMINATION OR CONTRACT SUSPENSION..... 11

SECTION 18 RECORDS, REPORTS, AND MEETINGS..... 12

SECTION 19 INDEMNIFICATION 13

SECTION 20 DISPUTES UNDER THIS CONTRACT..... 13

SECTION 21 SEVERABILITY..... 14

SECTION 22 INDEPENDENT CONTRACTOR..... 14

SECTION 23 SUBCONTRACTORS 14

SECTION 24 FORCE MAJEURE..... 14

SECTION 25 NON-WAIVER 14

SECTION 26 ASSIGNMENT 14

SECTION 27 NOTICES 14

SECTION 28 ENTIRE CONTRACT; AMENDMENT..... 15

ATTACHMENTS:

- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2011
- C: BPI SPILL REPSONSE PLAN

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Boulder Park Inc. or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project or BPP: designates the name of the biosolids land application project in Douglas County, which has been operational since 1992. This project is jointly operated and managed as a BUF by BPI and King County (KC) as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783. The BPP will be permitted as a BUF, so the term BPP will be interchangeable with the term BUF.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Party or Parties: the City (City), King County (KC) and BPI.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, King County (KC), or the City, as applicable, has thereby entered into a covenant with the other party or parties to do or perform the same.

Soil Amendment Value: An agreed to monetary value that the farmer pays to BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or King County (KC) to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and King County (KC) for the fulfillment of the Contract.

This Contract is made and entered into effective as of the _____ day of _____, 2011, by and between the City of Sedro-Woolley, (hereinafter referred to as "City"), BOULDER PARK INC. (hereinafter referred to as "BPI") and King County (hereinafter referred to as "KC"), witnesseth:

WHEREAS, the City produces significant amounts of biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology for the application of biosolids; and

WHEREAS, BPI and KC have entered into a contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for (a) the application of the City's biosolids at the BPP, and (b) for the use of KC's equipment to apply the City's biosolids in accordance with all applicable federal, state and local regulations and with BPP requirements; and

WHEREAS, BPI currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules and regulations applicable to the transport of biosolids material pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City and the public health, safety and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and to provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the City to purchase BPI's services which shall include all work necessary for the utilization of the City's biosolids at the BPP and (b) to allow the City to lease KC's biosolids application equipment for BPI to use in the application of the City's biosolids.

1.1 The further purpose of this Contract is to provide the City with another biosolids management and utilization option to complement the City's other biosolids management contracts. The City has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.2 The City anticipates providing BPI with biosolids during the months of January through December. During the term of the Contract, the City agrees that it will provide BPI with a minimum of twenty (20) percent of the biosolids the City produces annually.

1.3 The City will provide BPI with an estimated schedule of deliveries. The City, in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the City's operating plan and distribution needs. The estimate shall be based on the City's projections of production and distribution to other available reuse sites, cost, and other factors the City determines are reasonable and necessary.

1.4 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the biosolids the City produces that have a moisture content of no more than eighty-seven (87) percent and no less than seventy (70) percent. Biosolids having a moisture content greater than eighty-seven (87) percent or less than

seventy (70) percent may be accepted at BPI's sole discretion, and may be subject to the additional charges to be agreed upon by the City. All biosolids provided to the BPP by the City shall meet the pathogen reduction requirements of WAC 173-308-170 Part (3)(b)(iii), the vector attraction requirements of WAC 173-308-180 Part 2, and the Table 1 – Ceiling Concentration Limits and Table III – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits).

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be solely responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the City. Biosolids loaded into BPI's method of transport shall be considered to be accepted by BPI when the method of transport departs the City site. These biosolids management responsibilities shall include, but are not limited to, the following:

1. Transportation of biosolids loaded into BPI-furnished equipment at the City site, to the location of ultimate disposition;
2. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping and reporting;
3. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices;
4. Payment of employees, subcontractors, lenders and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs; and
5. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

2.2 BPI warrants and represents that it has the business, professional and technical expertise necessary to manage, handle, transport, and utilize the City's biosolids in a safe, prudent, workmanlike and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times relevant to the performance of services hereunder be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is solely responsible for assuring that all transportation activities required under this Contract are performed by BPI or BPI's subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. BPI is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's biosolids. The City and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the City's biosolids.

2.5 BPI shall also be responsible for maintaining necessary security at application sites to protect the public health and safety, and to avoid unauthorized uses of the biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any subcontractors that wastewater treatment plants process sanitary and industrial waste; that any workers involved in biosolids beneficial use may be exposed to pathogens; and what are the proper hygienic precautions in the handling of biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall:

1. have first-right of usage as it relates to KC-owned equipment;
2. provide access and use by BPI to project-specific, KC-owned equipment so that BPI may use such equipment to apply the City's biosolids as part of the Boulder Park Project;
3. replace and/or refurbish KC-owned equipment per an equipment replacement schedule which is part of the Equipment Lease Rate Table, (see Attachment B) which is incorporated by reference as if fully stated herein;
4. regularly communicate with BPI regarding daily project activities and perform routine site inspections, which are filed at KC's office;
5. calculate application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);
6. maintain and update the Boulder Park Project Site-Specific Land Application Plan, and promptly provide any revisions to the City when periodic changes are made; and
7. secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations.

SECTION 4 JOINT BPI/KC's RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City with current copies of all permit applications, permits, registrations, records and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The City's review of such materials is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the complaints and the response shall be provided to the City with the monthly invoice. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. provide timely communication of any significant variation in biosolids quantities to be delivered;
2. record the delivered tons in a method that is clear and accurate and will reconcile the amount with BPI on a monthly basis;
3. secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;
4. approve the BPI Spill Response Plan (Attachment C), verify the credentials of the truck hauler utilized by BPI, and check to see that the truck hauler has the Spill Response Plan and knows who to call in case of accident or emergency;

5. test their biosolids in accordance with applicable law and provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids;
6. pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices; and
7. not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above through December 31, 2015. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the City.

6.2 BPI's and KC's obligations and responsibilities shall commence upon delivery of a Notice to Proceed by City. Prior to issuance of the Notice to Proceed, it will be the responsibility of BPI to furnish the appropriate insurance documents (Section 14) to the City.

SECTION 7 BASIS FOR PAYMENT

7.1 BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant to BPI's designated application sites. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the City. The City shall be responsible for identifying certified scales and proposing scales to BPI for acceptance. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the City prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City prior to hauling biosolids.

7.2 BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Within thirty (30) days after receipt of an invoice, the City will pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of \$54.04 (\$2.36 KC, \$0.18 Tax at Mansfield rate of 7.7%, and \$51.50 BPI) per wet ton (BPI base unit price). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

7.3 BPI will submit a quarterly statement to KC that clearly shows the City's tons applied and the date of application. The County after receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The base unit price shall remain firm throughout the term of the contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 BPI shall furnish as part of the BPI base unit price sufficient trucks and/or trailers to handle the specified quantities of biosolids. BPI shall be responsible for routine maintenance of these trucks and/or trailers. The City reserves the right to inspect these trucks and/or trailers at any time, and reject the use of these trucks and/or trailers if the City determines these trucks and/or trailers are not capable of safely and/or reliably performing the duties of this Contract.

7.7 BPI will pay the City \$6.77 per dry ton (soil amendment value), based on 2011 dollars, for soil amendment value, including soil improvement benefits, potential to reduce future fertilizer costs, increased crop yields and decreased wind erosion benefits.

SECTION 8 PRICE ADJUSTMENTS

8.1 Rate adjustments may be made for changes of law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing by all parties. The City has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the City feels such increases are excessive.

8.2 Annual Adjustments for the total **application rate** will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event that the formula results in a negative, the adjustment would be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwura423sa0]

The **soil amendment value** per dry ton of biosolids will be handled as follows: Wet tons will be converted to dry tons for this calculation. Values will be adjusted annually by multiplying the previous year's value times 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma Consumer Price Index for Urban Wage Earners and Clerical Worker. The fiscal year for payment of the soil amendment value will be from January 1st through December 31st.

Example: new soil amendment value = previous value X [current Annual CPI value / previous Annual CPI value for series ID

8.3 Effective at the signing of this contract, payments will be made to BPI monthly for fuel used for hauling if the price exceeds \$4.00/gallon. This will be billed based on 100 gallons per trip. The amount billed will be verified from the haulers cardlock printout average price for the month of fuel purchased for this contract.

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the base unit price (see Subsection 7.2), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized either with a purchase order number or according to the requirements in Subsection 8.2.

9.2 Change orders for material or services will be without effect unless issued and authorized in writing by the City.

SECTION 10 LIABILITY OF BPI AND KC

10.1 BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids

shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil
- Impacts to crops, vegetation or livestock
- Impacts to future uses of sites to which biosolids have been applied.

10.2 BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this contract. Acceptance of biosolids is considered to occur when the biosolids depart the City's site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product resulting from the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by Ecology. BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices are included in Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2010 shall be used as best management

practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 8.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the base unit price hereinbefore agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, reducing the amount of biosolids delivered to the BPP to no lower than the minimum quantity specified in Subsection 1.2. The City will provide biosolids on as uniform a basis as possible given influent wastewater variations, aerobic digester conditions, and dewatering equipment availability. BPI is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability.

13.2 The City affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the City wastewater service area.

SECTION 14 INSURANCE

14.1 BPI shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. The insurance coverage set forth below shall include the City, and their officers, agents, and employees as named insureds. By requiring such minimum insurance, the City shall not be deemed to have assessed the risks that may be applicable to BPI under this Contract. BPI shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

BPI shall also require its subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate in respect to the work to be performed. BPI shall obtain certificates of insurance for all of its subcontractors and make them available for inspection by the City on request.

14.1.1 Bodily injury liability affording limits of \$1,000,000 each occurrence, \$2,000,000 aggregate, for bodily injury or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the Contract.

14.1.2 Property damage liability affording limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, for damages to property suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under the Contract.

14.1.3 If such insurance is written on a combined single limit (CSL) basis, the limit of liability required is \$1,000,000 per occurrence, \$2,000,000 aggregate, CSL. BPI and its subcontractors shall maintain worker's compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of workers' compensation laws. BPI shall make all payments arising from the performance of this Contract due the State of Washington pursuant to RCW, Titles 50 and 51.

14.2 Such liability insurance shall indemnify BPI, the City and their officers, officials, agents and employees against loss from liability imposed by law upon, or assumed under this Contract by BPI and/or its subcontractors for damages on account of bodily injury, property damage and/or other damages. Such insurance shall include: (1) personal injury; (2) blanket contractual; (3) broad form property damage; (4) products and completed operations liability; (5) owned and non-owned vehicles; and (6) Washington Stop-Gap (employer's liability).

Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

14.3 No provision in this Contract shall be construed to limit the liability of BPI as provided by law. BPI's liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 BPI shall file with the City certificates evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. All certificates of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify BPI as the insured, name additional insureds required by this Contract, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to the City at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents or representatives from obligations and/or liability hereunder. BPI shall, within five (5) business days of demand by the City to verify insurance, allow the City's representative to review a true and complete copy of all policies of insurance required under this Contract, and all endorsements and riders, and the receipts for payment of premiums thereon. If BPI neglects so to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

14.5 Failure to provide such required insurance shall entitle the City to suspend or terminate BPI's work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve BPI from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH SEDRO-WOOLLEY TREATMENT PLANT

The City will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The City will attempt to keep biosolids availability as uniform as possible to BPI.

SECTION 16 DAMAGES

Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Should BPI fail to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI or Surety. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the three parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice,

less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 Either party may terminate the Contract for default in the event of a failure by either of the other two parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or
- (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to either party at the mailing addresses stated above, setting forth the manner in which the party is (or parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions provided by this Contract or by law. Further, BPI shall be responsible for additional direct and indirect costs incurred by the City to have the work under this Contract performed by other parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 BPI shall, for the term of the Contract and one (1) year thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including: generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including: application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The City shall have the right during reasonable business hours to inspect BPI's equipment and biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend and hold harmless the City, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorneys fees in defense thereof, for injuries or death to persons, or damage to property, arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract or BPI's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City and KC, BPI's indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend and hold harmless the City, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorneys fees in defense thereof, for injuries or death to persons, or damage to property, arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract or KC's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City and BPI, KC's indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend and hold harmless BPI and KC from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorneys fees in defense thereof, for injuries or death to persons, or damage to property, arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract or the City's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or KC, the City's indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 Questions or claims regarding meaning and intent of the Contract or arising from this contract shall be submitted in writing to the City, within fifteen (15) working days of the date in which either of the other parties knows or should know of the question or claim. The City will ordinarily respond to the other parties in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the City.

20.2 In the event the other parties disagree with any determination or decision of the City, they may, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the City Supervisor. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The City Supervisor will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the City Supervisor shall be a condition precedent to litigation hereunder.

20.3 All claims, counterclaims, disputes and other matters in question between the three parties that are not resolved through direct discussions, or as described above, shall be handled in the following manner. The parties agree to first endeavor to settle the dispute in an amicable manner by mediation. The mediator shall be chosen by mutual agreement of all parties. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this subsection precludes any party from seeking relief from any Superior Court with jurisdiction.

20.4 Pending final decision of a dispute hereunder, all parties shall proceed diligently with the performance of the Contract and in accordance with the direction of the City. Failure to comply precisely with the time

deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the City, BPI or KC.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other parties.

SECTION 23 SUBCONTRACTORS

BPI shall identify all proposed suppliers or subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission of any such supplier or subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

Should any of the parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

Failure by any of the parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

BPI and /or KC shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successor/party.

SECTION 27 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

if to the City, addressed to:

Name Debbie Allen, Wastewater Treatment Supervisor
Address 325 Metcalf Street
Sedro-Woolley, WA 98284

If to BPI, addressed to:

Name Mr. David K. Ruud, Operations Manager
Address Boulder Park, Inc.
P.O. Box 285
Mansfield, WA 98830

If to KC, addressed to:

Name Ms. Lisa Vogel, Biosolids Project Manager
Address King County Wastewater Treatment Division
201 S. Jackson Street, KSC-NR-0512
Seattle, WA 98104

or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date above written.

SEDRO-WOOLLEY

BOULDER PARK, INC.

By _____
Eron Berg, City Supervisor/Attorney

By _____
Leroy Thomsen, President

Date _____

Date _____

KING COUNTY

By _____
Pam Elardo, P.E.
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

William E. Blakney, Deputy Prosecuting Attorney

Date

EQUIPMENT LEASE RATE TABLE 2011
For Boulder Park Biosolids Land Application Project

Attachment B

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$60,000	\$60,000	\$3,000
-----	1967 Beall Tanker Trailer	\$25,000	15	\$5,000	\$20,000	\$1,333
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWP238	2009 Ford F350 4x4 Pickup	\$30,000	10	\$10,000	\$20,000	\$2,000
EWG035	1984 GMC Dump Trk (snowplow & sander eq)	\$20,000	15	\$8,000	\$12,000	\$800
EWL003	2008 644J John Deere Loader w/5yd bucket	\$170,000	5	\$70,000	\$100,000	\$20,000
EWFT12	2008 STX275 Case/IH 4WD Tractor	\$160,000	10	\$60,000	\$100,000	\$10,000
-----	2005 Honda Fourtrax	\$7,000	12	\$2,000	\$5,000	\$417
EWG002	2003 Cat 120H Road Grader	\$110,000	15	\$10,000	\$100,000	\$6,667
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	15	\$5,000	\$15,000	\$1,000
EWSA21	2009 West Pt. Spread-All	\$35,000	5	\$7,000	\$28,000	\$5,600
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$5,000	\$12,820	\$641
-----	Snowplow Blade	\$1,500	15	\$300	\$1,200	\$80
-----	Misc. Tools	\$5,000	10	\$0	\$5,000	\$500
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$10,000	1	\$0	\$10,000	\$10,000

Total Annual Depreciation \$68,078

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

Updated: 3/1/11

Equipment rate/applied ton \$2.06

King County staff rate/applied ton \$0.30

Total Fee \$2.36

SPILL PREVENTION/RESPONSE PLAN

**Submitted as an attachment to the *Application for Coverage
Under the General Permit for Biosolids Management***

**Submitted by:
Boulder Park Inc.**

January 20, 2011

INTRODUCTION

This *Spill Prevention/Response Plan* is being submitted as required by the *General Permit for Biosolids Management*. Boulder Park Inc. (BPI) hauls dewatered biosolids daily throughout the year from various Washington wastewater treatment facilities to the Boulder Park land application project located in Douglas County, primarily on the Waterville plateau, between Waterville and Mansfield. The BPI office is located at #8 Airport Way, Mansfield, WA 98830 .

ROUTE TRAVELED

See Attachment 1

SPILL PREVENTION MEASURES

To minimize the possibility of spills, BPI has implemented the following measures:

- All vehicles are regularly inspected and serviced.
- Drivers never exceed the posted speed limit and only travel at speeds appropriate for current road conditions.
- Drivers attend a “Defensive Driving” course at least every 3 years.
- Loads are fully covered with a tarp during transportation.
- Vehicles are certified to be “leak-proof” upon purchase and are regularly examined to ensure no leaking occurs.
- Drivers consult the Washington State Department of Transportation’s website during times of possible inclement weather.

EQUIPMENT TO ADDRESS A SPILL

In order to be able to promptly and properly respond to a spill, BPI equips all biosolids transportation vehicles with the following:

- A copy of the most current *Spill Prevention/Response Plan*.
- A cell phone.
- Gloves and boots.
- Hazard flares.

- Reflective traffic cones.
- A shovel.
- Bagged hydrated lime.

SPILL RESPONSE MEASURES

In the event of a spill, the following measures may occur:

- Safely exit roadway if possible.
- Place reflective traffic cones along roadway leading up to the spill (use flares if needed).
- If the spill has or could result in an emergency situation: dial 911.
- If the spill poses a risk to public or environmental health or is odorous, use hydrated lime to cover exposed biosolids.
- If the spill is large, contact the Department of Ecology's Spill Response Team.
- If the spill is large, contact BPI dispatcher to have them contact a local excavation or pumping company to excavate or pump all biosolids and place back into the hauling truck.
- If the spill is on a state or interstate roadway and may obstruct traffic for an extended period, contact the appropriate Department of Transportation regional office.
- If the spill is small, use shovel to remove all biosolids and place back into the hauling truck.
- Contact the biosolids coordinator at the Department of Ecology's Northwest Regional Office as soon as possible, but not more than 24 hours following the spill. Unless waived by Ecology, submit a written explanation of the spill within 5 days. The written explanation must include the following:
 - o A description of the spill and its cause.
 - o The exact date and time of the spill, and, if it has not been cleaned-up, the anticipated time when cleanup will occur.
 - o Steps taken or planned to reduce, eliminate, and prevent reoccurrence of spills.
- Contact the applicable biosolids coordinator at the Department of Ecology region where the spill occurs as soon as possible, but not more than 24 hours following the spill.
- Contact the appropriate staff at the local health department in the county where the spill occurs.

- If a spill may have affected natural resources other than fish or wildlife, contact the appropriate Department of Natural Resources regional office.
- If a spill may have affected fish or wildlife, contact the appropriate Department of Fish and Wildlife regional office.

POSSIBLE CONTACTS

Emergency: 911.

Boulder Park Inc., Dave Ruud: Office: (509) 683-1142, Cell: (509) 669-3775.

- Alternative phone numbers: Randy Davidson (509) 668-0388, (509) 683-1259; Leroy Thomsen (509) 669-5555, (509) 683-1935; or Gary Poole (509) 669-6666, (509) 683-1959.

Department of Ecology, Spill Response Team:

- Central Regional Office (if spill occurs in Grant, Kittitas or Douglas Counties): (509) 575-2490.
- Northwest Regional Office (if spill occurs in King, Skagit or Snohomish Counties): (425) 649-4259.
- Southwest Regional Office (if spill occurs in Thurston or Pierce Counties): (360)407-6300.

Department of Ecology, Biosolids Coordinator:

- Kyle Dorsey (contact regardless of location of spill): (360) 407-6393.
- Peter Severtson (if spill occurs in Kittitas or Douglas Counties): (509) 575-2605.
- Marietta Sharp (if spill occurs in King County): (425) 649-7258.
- Martyn Quinn (if spill occurs in Grant County): (509) 329-3501.

Local Health Department:

- King County Public Health Department (if spill occurs in King County): (206) 296-4600.
- Kittitas County Health Department (if spill occurs in Kittitas County): (509) 962-7515.
- Tacoma-Pierce County Health Department (if spill occurs in Pierce County): (253) 798-6500.
- Thurston County Health Department (if spill occurs in Thurston County): (360) 786-5490.
- Chelan-Douglas Health District (if spill occurs in Chelan or Douglas Counties): (509) 886-6450.
- Grant County Health District (if spill occurs in Grant County): (509) 766-7960

- Snohomish Health District (if spill occurs in Snohomish County): (425) 339-5250.
- Skagit County Public Health (if spill occurs in Skagit County): (360) 336-9380

Department of Transportation:

- Northwest Region (if spill occurs in King, Snohomish or Skagit Counties): (206) 440-4000.
- Olympic Region (if spill occurs in Thurston or Pierce Counties): (360) 357-2600.
- South Central Region (if spill occurs in Kittitas or Yakima Counties): (509) 577-1600.
- Wenatchee Office (if spill occurs in Grant, Chelan or Douglas Counties): (509) 667-3000

Department of Natural Resources:

- Pacific Cascade Region (if spill occurs in Thurston County): (206) 440-4000.
- South Puget Sound Region (if spill occurs in Pierce or King Counties): (360) 825-1631.
- Southeast Region (if spill occurs in Kittitas or Yakima Counties): (509) 925-8510.
- Toll-Free line (if spill occurs in Grant, Chelan or Douglas Counties): (800) 562-6010.
- Northwest Region (if spill occurs in Skagit or Snohomish Counties): (360) 856-2150.

Department of Fish and Wildlife:

- Southwest Region (if spill occurs in Thurston County): (360) 696-6211.
- Coastal Region (if spill occurs in Pierce County): (360) 249-4328.
- North Puget Sound Region (if spill occurs in King County): (425) 775-1311.
- South Central Region (if spill occurs in Kittitas or Yakima Counties): (509) 575-2740.
- Central Region (if spill occurs in Grant, Chelan or Douglas Counties): (509) 754-4624.
- North Puget Sound Region (if spill occurs in Skagit or Snohomish Counties): (425) 775-1311.

ATTACHMENT 1

ROUTE TRAVELED

BPI utilizes the following routes to haul Sedro-Woolley's biosolids to our land application project:

- I-5 South to US-2 East to US-97/US-2 to US-2 East to SR-172 arriving in Mansfield, WA. Total distance traveled 221 miles.
- In the event of road closures or other emergency situations for extended periods we may utilize other public roads to get over the mountains including White Pass, Columbia Gorge or Snoqualmie Pass. We will inform the appropriate persons of routes to any other emergency options used by the project before they are utilized.
- You may refer to the Boulder Park Project Site Specific Land Application Plan (SSLAP) for specific haul routes within Douglas County.
- See attached maps for above mentioned haul routes.

ATTACHMENT B

Project Roles and Responsibilities

Boulder Park Soil Improvement Project

(Douglas County)

This document clearly defines the roles of each project participant, for clarification between BPI and King County, involved in the beneficial utilization of biosolids as a soil conditioner and fertilizer at the Boulder Park Project (BPP) in Douglas County. Additional descriptions of certain tasks are discussed in more detail within the 2010 Boulder Park Site Specific Land Application Plan (SSLAP).

King County Wastewater Treatment Division (KC) Program Manager

- Overall responsibility for the entire biosolids management program.
- Must approve or be notified of all project proposals; press announcements/responses; public informational handouts and meetings; environmental checklist; permits; research plans; project budgets and capital expenditures; and overall project management.
- May review or be consulted on project issues as they arise.
- Has authority to stop operations at any time for non-compliance of contract specifications.

KC Project Manager

- Overall responsibility for Boulder Park Project management.

Tasks with full responsibility include, but are not limited to:

- Site Development - maintain records for each landowner including: property legal descriptions, signatures, acreage and farmer.
Product: Boulder Park Comprehensive Index of Project Acreage and DOE Model Form
- Public Involvement/Communications - schedule/coordinate site tours and open houses/public meetings, address project issues, ensure that adequate communications are maintained among all project participants.
Product: Public meeting, open house, tours; periodic contact with project participants.

- Permits - procure, document and ensure compliance with all applicable permits and regulations.
Product: Permit application documentation and GIS site maps.
 - Applications – prepare table and maps of next season’s application activities; calculate agronomic application rates and send to WSU scientist for review before submitting to WDOE for approval.
Product: SSLAP Addendum; Boulder Park Biosolids Application Calculations and Nitrogen Value forms.
 - Field Operations - ensure that all field operations are performed by BPI according to SSLAP and permit requirements.
Product: Site visit and inspection logs; BPI weekly report; phone and email log.
 - Biosolids Delivery - coordinate with King County Transportation Manager on distribution and scheduling; inspect project storage areas.
Product: Distribution plan; site inspection logs
 - Equipment - schedule, budget and procure necessary equipment for year-round operations.
Product: Boulder Park Equipment Replacement Schedule; capital budget forecasts/requests.
 - Record keeping - maintain detailed, up-to-date records on all facets of the Boulder Park Project.
Product: files on the following: correspondence; landowner records; other generators records; contract and change order documents; invoices; capital budget and equipment; monitoring data results; BPI weekly reports; application rate calculations;
 - Reports - prepare annual reports jointly with BPI.
Product: WDOE 308 and Boulder Park Soil Improvement Project annual report, including: biosolids application and storage tables, site map, monitoring data, operational activities and research results.
 - Monitoring - review monitoring plan, sampling protocols and scheduling with BPI.
Product: sampling log and data reports.
 - Safety - ensure BPI has approved Safety Plan following all current applicable regulations.
Product: Safety Plan and safety meeting records
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in the Contract CNZ 6684.
 - Must review or be consulted on biosolids delivery, tracking and road agreements/restrictions.
 - Must be notified about research plans and objectives.
 - Has authority to stop operations at any time for non-compliance of contract specifications.

Transportation Manager

- Overall responsibility for efficient scheduling and safety of biosolids deliveries. Overall responsibility to coordinate response if biosolids are accidentally spilled along the haul route.

- Principal King County contact between treatment plant personnel and haul contractor to coordinate biosolids deliveries.
- Must review and be consulted on road agreements and restrictions regarding haul trucks.
- May review or be consulted on project issues as they arise.

Monitoring Coordinator

- Ultimately responsible for producing biosolids quality reports and monitoring reports.
- Ultimately responsible for working with the treatment plants and laboratory personnel to track and compare King County's biosolids quality to regulatory requirements.
- Must review or be consulted on monitoring data management; sampling protocols and scheduling; tracking metals data and biosolids quality; and reviewing monitoring and data sections in reports.
- May review or be consulted on project interactions with cooperative extension, land application plans and reports.
- Must be notified and consulted in developing a monitoring plan and consulted regarding unusual data results.

Partner

Boulder Park, Inc. (BPI)

President of Boulder Park, Inc.

- Ultimately responsible for project compliance and that all operations follow the prescribed SSLAP.
- Responsible for directing daily operations and functions of BPI.
- Responsible for hiring and supervising qualified personnel as Operations/Site Supervisor.
- Responsible for maintaining auditable records and files on all operations and expenditures.
- Responsible for maintaining efficient communications network among all project participants.
- Responsible for establishing a local distribution plan to involve other community farmers in utilizing biosolids.
- Must review or be consulted on all site operations, project proposals, public meetings and/or site tours.
- May review or be consulted on contract and permit documentation, press announcements, research projects and monitoring data.

- Serves as site representative of all the land owners on the project. Responsible to speak or assign designee about the pros and cons related to biosolids utilization and be available for tours of the site as his schedule allows. All site tours must be coordinated with King County's Project Manager and BPI's Operations Supervisor.

Operations/Site Supervisor

- Principal contact for all contract-related activities on this project. Ensures the project is carried out according to the SSLAP, SEPA, Contract CNZ 6684 and WDOE biosolids regulations. Works directly with BPI President and closely with King County's Project Manager and/or designee.

Tasks with full or partial responsibility include, but are not limited to:

- Site Development - identify application fields, storage areas, buffers and significant features; obtain property legal descriptions and landowner signatures
Product: USDA maps, property descriptions and DOE Model Form
- Public Involvement – coordinate and/or participate in site tours and open houses/public meetings, respond to community questions, promote public acceptance and stay informed of public opinion on local biosolids usage
Product: Public meeting, open house, tours, attend other community meetings
- Permits - assist in preparing documentation and ensuring compliance with all applicable permits and regulations
Product: Permit application documentation and site maps as required, no permit violations
- Storage Areas - identify location, haul route and required buffers; prepare site and post signs
Product: site maps with haul route; level, accessible site
- Field and Storage Access - maintain access roads equivalent to pre-project conditions
Product: Clean and safe roads for public usage
- County road repair - coordinate with Douglas County to provide water and equipment as necessary to maintain/repair haul route; advise DC of changes to route and delivery schedule
Product: Updated site map; Minimal complaints from public and DC personnel
- Biosolids Delivery - coordinate with haul contractor, assist truck drivers with deliveries, reconcile tonnage, comply with road agreements and restrictions and inspect site
Product: delivery schedule, tonnage/inspection records and proper signage
- Equipment - maintain, operate, store, and repair to minimize down-time
Product: maintenance records and equipment logs
- Operations - supervise daily field operations, hire operators, inspect site for compliance with permit and SSLAP and inform BPI President and King County project manager of problems
Product: weekly summary reports
- Applications - coordinate delivery and application schedule with farmers; calibrate equipment to apply WDOE approved biosolids application rate;
Product: SSLAP Addendum; equipment calibration and applied tonnage records by site

- Record keeping - maintain detailed up-to-date records on all facets of project
Product: weekly summary reports, biosolids application log, monthly biosolids reconciliation records, maintenance records, sampling log, posting sites, billing and soil amendment value payment
 - Reports - prepare annual reports jointly with King County
Product: WDOE 308 and Boulder Park Soil Improvement Project annual report
 - Monitoring - ensure all water, soil, grain and biosolids samples are collected, delivered and analyzed according to schedule and protocols as specified in SSLAP and that analytical results are sent to both BPI and King County; procure necessary soil sampling equipment; establish analytical lab contracts
Product: sampling log and data reports
 - Safety - ensure all operations are performed safely; establish and initiate an operations safety program following Wa. Department of Labor and Industries Agricultural Code
Product: first aid training certification, approved Safety Program and safety meeting records
- Has authority to stop operations if operations at the site are not in accordance with the Boulder Park SSLAP or as directed by BPI president, landowner or regulatory personnel.
 - May review or be consulted in evaluating vegetation response to biosolids use with the guidance and input of NRCS and WSU Cooperative Extension, as needed.

BPI Principals

- Responsible for organizing and managing Boulder Park, Inc.
- Responsible for involving other community farmers in developing biosolids recycling sites.
- Responsible for providing guidance in regards to application locations, priority and field application specifics.
- Must be notified of all site operations.

Farmers and/or Landowners

- Responsible for timely incorporation of all applied biosolids after application.
- Responsible for securing legal descriptions and landowner signatures for property that they farm which will be part of Boulder Park Project.

Other Project Participants

WDOE

- Responsible for issuing permits and verifying permit compliance, reviewing monitoring data, approving project proposal and storage sites, and responding to public questions and concerns.

- Responsible for interpreting biosolids state regulations.
- Responsible for final approval of all biosolids application rates as submitted by WSU.
- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (weekly reports).

Chelan/Douglas County Health District (CDHD) or other County designee

- Must review or be consulted on environmental documentation, open houses, public meetings, and new project proposals.
- Must be notified and updated on project operations, biosolids delivery schedule and storage/application progress (weekly reports).

WSU Cooperative Extension

- Responsible for providing information about best farming practices associated with biosolids utilization in the area.
- Responsible for evaluating crop response and fertilizer savings as a result of biosolids applications. Responsible for collection of vegetative tissue (grain) samples during crop harvest as necessary. Responsible for recording grain test weights on biosolids amended fields to determine grain quality.
- Responsible for any research proposals, plans and reports related to this project.
- Responsible for final approval of all biosolids application rates, which they in then submit to WDOE, CDHD and BPI..
- Must approve soil sampling protocols prior to sample collection.
- Must be consulted on vegetation sampling protocols prior to crop harvest.
- Must be consulted on biosolids applications to highly erodible sites.
- May be consulted by WDOE to review nitrogen loading calculations and application rates.
- May review or be consulted on project proposal, permit preparation, site suitability, monitoring data results, public information, open houses, site tours and press announcements.

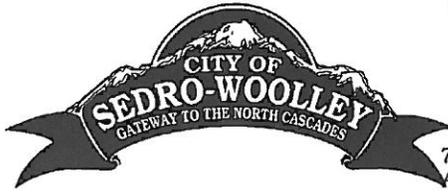
Douglas County Transportation and Land Services

- Responsible for establishing road agreements and determining costs associated with haul vehicle damage to county maintained roads, as it may pertain to the Boulder Park Project.
- Must approve all haul routes prior to biosolids deliveries.

- Must be informed of biosolids delivery schedule in timely manner.
- May conduct unannounced road inspections to ensure that safe road conditions are being maintained during all BPI operations. Has authority to stop operations for non-compliance of road agreements.
- May impose road weight restrictions as necessary.
- May coordinate road repair to be done by BPI and/or County as required.

Other Generators

- Ultimately responsible for complying with all Federal and State regulations; permits; application and equipment usage contract with BPI and King County; hauling their biosolids to designated project storage areas; ensuring that their truck drivers are properly trained and have a copy of their spill response plan in each truck; addressing project issues related to their biosolids; communications between BPI, King County and regulatory agencies regarding their biosolids; preparing and reviewing correspondence and reports; project budgets; audits; and billing.
- Assure permit and project plan commitments are followed and all contract performance standards are met as described in their contract with BPI and King County.
- Must review or be consulted on biosolids delivery, tonnage reconciliation and road agreements / restrictions.
- Ultimately responsible that the quality of their biosolids meets all regulatory requirements and is safe for land application. Must submit their latest biosolids quality data to King County at least annually.
- Must conduct periodic inspection of site operations during periods when they are utilizing sites at the BPP.
- Has authority to stop operations at any time for non-compliance of contract specifications.



CITY COUNCIL AGENDA
REGULAR MEETING

JUN 22 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

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

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

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Change Order 1
2011 Sanitary Sewer CIPP Project
Insituform Technologies, Inc.**

DATE: June 15, 2011 (for Council action June 22, 2011)

ISSUE:

Shall council authorize Mayor Anderson to execute Change Order 1 with Insituform Technologies, Inc. in the amount of \$78,057.64 (including sales tax)?

BACKGROUND:

As reported at the June 8, 2011 council meeting, we have discovered significant signs of deterioration of the existing 15" concrete sanitary sewer main located under Township from SR20 to McGarigle. A recent emergency repair was required to repair a pipe failure and street collapse on this line. Performing a CIPP liner installation under the existing contract with Insituform will preserve the line and hopefully prevent further road failures. Council authorized the Public Works Director to proceed on a verbal basis up to \$80,000 if needed to make the schedule for the existing contract. As it turned out, the contractor will need to remobilize in July to complete the work.

DISCUSSION:

Change Order 1 is attached. The estimated cost of the work is \$78,057.64. The unit price for the pipe is within the range of existing unit prices for other work under the contract, and is acceptable to Public Works. We recommend approval of the change order.

FINANCIAL:

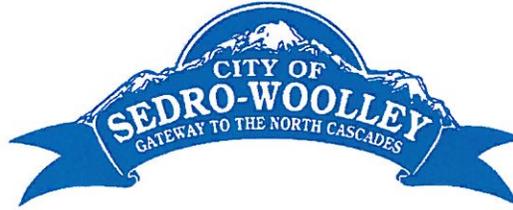
Funds for this project are available from the Account 401 Other Improvements line item, budgeted at \$400,000. This change will reduce the funds available for the Pipe Burst & Open Trench contract work that was to follow the CIPP project; we will adjust the scope of work for that contract accordingly. It has not yet gone to bid.

ANALYSIS:

Sufficient funds are available to award.

MOTION:

Move to authorize Mayor Anderson to execute Change Order 1 with Insituform Technologies, Inc. in the amount of \$78,057.64 (including sales tax).



CHANGE ORDER #1
To Contract 2011-PW-07
2011 Sanitary Sewer Cured-In-Place (CIPP) Project

Date: June 15, 2011

Description: Provide and install CIPP lining and renew noted services in approximately 1000 LF of 15-inch diameter concrete pipe located on the east side of SR 9 between McGarigle Road and SR 20 as indicated in the Change Order #1 Plan (D8-D7, D7-D6, & D6-D5). All materials and workmanship shall be in accordance with the original Project Specifications. This work is necessary in order to stop groundwater infiltration at numerous pipe joints.

Contract Time: The original contract time for the project is 35 working days. Working days count began on May 17, 2011. The original project work was completed on June 10, 2011 and considered to be substantially complete. At the June 10th date, 19 working days had been used leaving 16 working days remaining.

This Change Order will suspend the project as of June 10, 2011. The project time will resume on the date that the Contractor re-mobilizes to the site to start the work in this Change Order. Tentative re-mobilization is late July to early August 2011.

Item	Description	Unit	Quantity	Unit Price	Total
16	D8-D5	LF	987	\$66.00	\$65,142.00
17	Re-Mobilization	LS	1	\$7,000.00	\$7,000.00
Change Order Amount					\$72,142.00
Sales Tax at 8.2%					\$5,915.64
Change Order Amount including Tax					\$78,057.64
Original Contract Amount					\$152,490.59
Previous Change Orders					0.00
New Total Contract Amount					\$230,548.23

The above unit and lump sum prices are based on the City of Sedro-Woolley providing the initial pipe cleaning and video inspection, verifying the pipe diameter, and providing the Contractor hard taped lengths from manhole to manhole to facilitate material ordering. Copies of the videos and logs will be provided to the Contractor. The unit price per linear foot for the lining includes those items of work noted in the original Project Specifications as well the removal of protruding service pipes.

The foregoing dollar amount and change to the contract time represents full and complete compensation for this change and includes all direct costs for labor, material, supplies and equipment related to the change and all indirect and impact costs related to the change and to the effect of the change on changed work and on unchanged work on the remainder of the Project, including any and

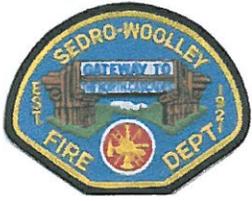
all costs or damages associated with delay, inconvenience, disruption, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered by or affected by the change. All other provisions of the Contract remain in full force and effect.

Approved by:

Project Engineer: _____ Date: _____
By: Mark A. Freiburger, PE, Director of Public Works

City of Sedro-Woolley: _____ Date: _____
By: Mike Anderson, Mayor

Insituform Technologies, Inc.: _____ Date: _____
By:



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
325 Metcalf St.
Sedro-Woolley, WA 98284

(360) 855-2252 • Fax (360) 855-0196

CITY COUNCIL AGENDA
REGULAR MEETING

JUN 22 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

DATE: June 15, 2011
TO: Mayor Anderson and City Council
FROM: Dean Klinger, Chief
SUBJECT: 2011 EMS Disposable Supply Inter-Local

Situation:

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

Recommended Action:

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

MEMORANDUM

DATE: June 13, 2010

TO: Skagit County Fire Departments/Districts

FROM: Earl Klinefelter, Skagit County EMS Commission Manager

SUBJECT: 2011 EMS BLS Disposable Supply Reimbursement

As a licensed, verified BLS first response agency, you will be reimbursed for EMS Disposable Equipment in 2011.

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Earl Klinefelter", written in a cursive style.

Earl Klinefelter
Skagit County EMS Commission Manager

INTERLOCAL AGREEMENT BETWEEN

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

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

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

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

WHEREAS, the Commission agrees to reimburse City of Sedro-Woolley in the amount of \$9,855.63 for the year 2011

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

PASSED this _____ day of _____, 2011

Mike Anderson
Mayor of Sedro-Woolley

Earl Klinefelter, Manager
Skagit County EMS Commission

**Skagit County EMS Commission
Policy Statement
Basic Life Support Disposable Supply Funding**

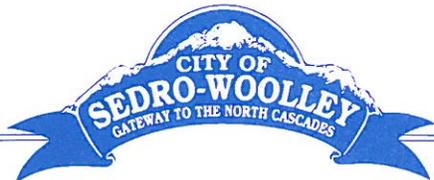
Skagit County EMS Commission is committed to assisting trauma verified (WAC 246-976-390) Skagit County Organizations in providing excellent Basic Life Support (BLS) to the citizens and visitors of the Skagit County.

To assist in supporting basic life support services, the EMS Commission will provide funds on an annual basis; to trauma verified Fire Departments/Districts and other participating public entities, excluding Medic 1 Levy subsidized agencies, that provide BLS patient care. Such funds shall be used for the purchases of BLS disposable supplies. A list of preferred BLS supplies will be prepared annually by the Medical Program Director and forwarded to eligible recipients.

The contribution amount and distribution calculation for BLS supplies has been determined by the Skagit EMS Pre-Hospital Committee.

JUN 22 2011

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS