

Next Ord: 1735-12  
Next Res: 859-12

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**March 14, 2012**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar .....Pages 1-90

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Minutes from Previous Meeting (Including February 22, 2012 Special Meeting and March 7, 2012 Work Session)
  - b. Finance
    - Claim Checks #73924 to #74052 in the amount of \$239,996.71. (Voided Check #74034)
    - Payroll Checks #52503 to #52609 in the amount of \$259,665.63.
  - c. Trojan Technologies UV Replacement Order
  - d. Professional Services Agreement No. 2012-PS-10 through 12 for Miscellaneous On-Call Professional Services
  - e. Possible Bid Award - Public Works Agreement Nos. 2012-PW-15  
2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection
  - f. Appointment of Reta Stephenson to the Sedro-Woolley Housing Authority
  - g. Appointment of Joe Franett and Jennifer Eldred to the Sedro-Woolley Planning Commission
4. Special Presentation - Lion`s Club 75<sup>th</sup> Anniversary - Lynn Torset
  5. Public Comment (Limited to 3-5 minutes)

**NEW BUSINESS**

6. Today in America Funding Request.....Page 93-96
7. Ordinance - 2012 Budget Amendment.....Pages 97-104

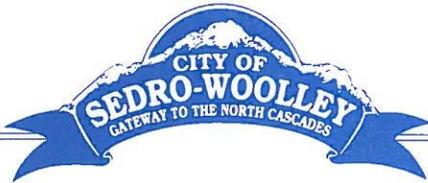
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

MAR 14 2012

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



DATE: March 14, 2012  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

1. CALL TO ORDER - The Mayor will call the March 14, 2012 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Kevin Loy  
\_\_\_ Ward 2 Councilmember Tony Splane  
\_\_\_ Ward 3 Councilmember Thomas Storrs  
\_\_\_ Ward 4 Councilmember Keith Wagoner  
\_\_\_ Ward 5 Councilmember Hugh Galbraith  
\_\_\_ Ward 6 Councilmember Rick Lemley  
\_\_\_ At-Large Councilmember Brett Sandström

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

MAR 14 2012

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

-----  
CITY OF SEDRO-WOOLLEY  
-----

Special Meeting of the City Council  
February 22, 2012 – 6:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs (Late), Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg. Special Counsel: Attorney Mike Tierney

The Special Meeting was called to order at 6:00 P.M. by Mayor Mike Anderson

The meeting adjourned to Executive Session at 6:00 P.M. to discuss threatened or potential litigation as authorized under RCW 42.30.110(1)(i) with no decision anticipated.

The meeting reconvened and adjourned at 6:45 P.M.

MAR 14 2012

-----  
CITY OF SEDRO-WOOLLEY  
-----

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

Regular Meeting of the City Council  
February 22, 2012 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger (Late), Planner Moore, Fire Chief Klinger and Police Chief Wood. Special Counsel: Mike Tierney

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
  - Claim Checks #73834 to #73923 in the amount of \$445,052.22.
  - Payroll Checks #52395 to #52502 in the amount of \$193,630.96.
- Possible Contract Award – Automated Refuse Truck – Solid Waste Systems, Inc.
- Professional Services Agreements No. 2012-PS-01 through 09 for Miscellaneous On-Call Professional Services
- Re-appointment of Beverly Ringhouse and Dagni Cole to the Sedro-Woolley Library Board

Councilmember Storrs moved to approve the consent calendar Items A through E. Seconded by Councilmember Lemley. Motion carried (7-0).

Proclamation – Declaring 2012 as Year of the Girl and Celebrating 100 Years of Girl Scouting

Mayor Anderson read a proclamation declaring 2012 as the Year of the Girl and Celebrating 100 Years of Girl Scouting. The members of Troop 40781 and their Leaders came to the Council bench to be recognized. A round of applause was given for their accomplishments.

Sedro-Woolley Library Story Walk Presentation

Debra Peterson – Sedro Woolley Librarian and Chamber representative, Elizabeth Fernando presented information on the upcoming Story Walk on March 10<sup>th</sup> from 10 am to 4 pm. They noted that twenty four downtown businesses will be sponsoring a story time with celebrity readers. Story sessions will change every half-hour with new readers every hour. Peterson noted that readers are still needed. The event is free and for all

ages. Fernando noted that March is National Reading Month and spoke on the importance of reading. She complemented the efforts of Judi Johnson in spearheading the idea for the event. It was also noted that as part of the story walk, quilts will be on display at various businesses. Peterson left bookmarks and posters for anyone interested in taking one.

#### Appeal of Hearing Examiner's Decision on CUP-1-11/Tom Swett

City Supervisor/Attorney Berg noted the presence of Attorney Mike Tierney who will be special counsel to the Mayor and Council regarding the process of the closed record hearing. Berg noted the appeal comes at a time with unsettled law both state and federal conflicts related to marijuana/cannabis issues. He also noted it comes with the threat of litigation from multiple parties. He reviewed the procedures for the appeal which is limited by code as to what can be given to Council. No public testimony is allowed.

Special Counsel Mike Tierney addressed the appearance of fairness doctrine and noted the hearing is a quasi judicial hearing which is limited to what is on the record. Each Councilmember was polled as to what information they may have received outside the record and whether they can exclude any information from their decision making.

City Supervisor/Attorney Berg questioned if there was anyone who wished to challenge any of the Councilmembers on the appearance of fairness. Hearing none, the process continued. Berg reviewed information of the record which has been available on the website.

Planner Moore reviewed the Council memo regarding the appeal of CUP 1-11. He noted the Sedro-Woolley Municipal Code requires the City Council to hear all appeals of a hearing examiner's decision to affirm, deny, modify or remand the decision. Moore also presented a progress of the review up to the appeal and reviewed the closed record appeal process. Moore emphasized that no public hearing or new or additional evidence shall be accepted by Council. Should Council determine that additional evidence is required the Council should remand the matter to the Examiner for reconsideration and receipt of additional evidence. It was stated the record before Council is identical to that reviewed by the hearing examiner. He noted the Council has a complete record of allowed information with four possible actions: 1) Find that no substantial error in fact or law exists and move to **affirm and uphold the hearing examiner's decision** and authorize the Mayor to sign Findings of Fact; 2) Find that no substantial error in fact or law exists but move to **modify the hearing examiner's decision** and authorize the Mayor to sign Findings of Fact; 3) Find that a substantial error in fact or law exists and move to **reverse the hearing examiner's decision** and authorize the Mayor to sign Finding of Fact; or 4) Find that the additional evidence is required and move to **remand the matter back to the examiner** for reconsideration and receipt of additional evidence and authorize the Mayor to Sign Findings of Fact.

Planner Moore summarized the original project application which was made by Thomas and Jean Swett for a conditional use permit at 1230 Warner Street which is the current

site of A-1 Mini Storage. The application requested a modification to the use to convert from a standard mini storage facility to an indoor cultivation of cannabis. He noted there had been two previous conditional use permits which was for the original mini storage and a modification. Some of the storage units have been converted already, when the City identified and finding it was a change in the previous approval requested the application be submitted for public review. Some of the application materials were received in July 2011 with final application items received in October 2011. It was then scheduled for the Hearing Examiner to review the application for the modification and determine whether it meets certain criteria within the code for approval or denial of the CUP. Moore reviewed the three main items necessary; 1) conforms to the Comprehensive Plan and causes no adverse impacts; 2) is compatible with the surrounding area and 3) is well planned in all aspects to be an asset to the community. The applicant presented his information for review and the Hearing Examiner upon reviewing, denied the application due to identifying additional impacts over and above what the hearing examiner approved prior. The applicant submitted a reconsideration memo clarifying some of the information in the original application with the main item being the amount of traffic trips. The hearing examiner issued a decision on the reconsideration to approve the application upon further review.

The appeal was then turned over to the Council for deliberation.

Councilmember Galbraith requested the definition of Low Intensity Agriculture be read into the record.

City Supervisor/Attorney Berg read the definition as requested by Councilmember Galbraith. "Low Intensity Agriculture as defined in Title 17 has the following, "Low Intensity Agriculture means the production, raising or keeping of any form of crops, ornamental plants or animals; provided, that any animal, excluding household pets such as dogs and cats, such as horses, cattle, hogs, pigs, goats, sheep, bovine animals, chickens, fowl or any other animals, poultry or fowl, shall not be raised, kept or maintained on a lot or ownership of less than forty thousand square feet, except as permitted under Chapter 6.20".

Councilmember Wagoner questioned if there was a definition of high intensity agriculture.

Berg stated he was not aware of a definition of high intensity within the code.

Council discussion and deliberation ensued including: confusion as to how the transition from the idea of storage to the idea of low intensity agriculture occurred, description on how to produce marijuana on pg. 223 of the record, steps involved for production being a high level of expertise necessary not translating to low intensity. Low level ag being allowed in any residential area is a right which cannot be taken away and trying to understand what it has to do with a CUP and questioning the status of the residence on site of the applicant. Further discussion regarding low intensity vs. high intensity, traffic within the area supported in record by letters addressing character of traffic changes,

more attention of traffic on a daily basis to maintain product, cultivation profiles, proposal not being well planned, incomplete items from previous CUP, conflict with 2005 letter vs. incomplete items, references to pages 185 through 187 and compliance is an ever bearing issue, also asset to community question.

Councilmember Wagoner moved that a substantial error in fact or law exists and moved to reverse the hearing examiners decision and authorize the mayor to sign findings in fact. Councilmember Galbraith seconded.

Discussion ensued with clarification of why it is believed to be an error in fact.

Councilmember Wagoner noted he believed an error was made in making a leap from storage facility to low intensity agriculture, an error in believing it was an asset to the community as it affects the psychology of the people who live in the neighborhood based on the letter within the record, it affects property values and does not affect them in a positive way which is not an asset to the community and erred in computations for traffic, based on what is in the record.

A brief discussion took place on the appropriateness of returning it to the examiner for further study. Councilmember Wagoner stated he stood on his motion.

Councilmember Galbraith called for the question.

Motion carried (5-2) (Councilmember Loy and Splane opposed).

Public Comment

No public comment received.

## **PUBLIC HEARINGS**

### Moratorium on Permitting of Activities Involving Medical Marijuana

City Supervisor/Attorney Berg reviewed the moratorium on permitting of activities involving medical marijuana. He presented the history of a previous ordinance which expired and it was thought to have been resolved in legislative action. Berg noted there are still a number of conflicts between federal and state law. He also noted that the proposed ordinance would not apply to the current application in the appeal process. Under state law the City is allowed to implement the moratorium immediately upon passage but a public hearing is required to be held within 60 days. Staff is recommending adoption of proposed ordinance.

Mayor Anderson opened the public hearing at 7:53 P.M.

No comments received.

Mayor Anderson closed the public hearing at 7:54:30.

Councilmember Storrs moved to adopt Ordinance No. 1733-12 to adopt Findings of Fact and continue Ordinance No. 1728-11, a moratorium on permitting activities involving medical marijuana. Seconded by Councilmember Splane.

Discussion was held to clarify the time frame of the ordinance with the process to allow the Planning Commission time to review and develop codes.

Motion carried (7-0).

## **NEW BUSINESS**

### Proposed Comprehensive Plan Amendments – 2012 Docket

Planner Moore reviewed the proposed comprehensive plan 2012 docket to include 3 items as follows: 1) Review of a request to expand the urban growth area (UGA) to include three parcels just north of City Limits.; 2) Review and update the Housing Element of the Sedro-Woolley Comprehensive Plan and 3) Review of zoning in the area generally located south of SR20, and west of Rhodes Road. The request was requested by property owners for it to be reconsidered. Staff requests approval of proposed docket or any additions or deletions.

Discussion ensued regarding the process for the UGA request.

Councilmember Wagoner moved to approve the above items for inclusion on the 2012 Docket. Seconded by Councilmember Lemley. Motion carried (7-0).

### 2012 Closure Days

- Resolution – Rescinding Resolution #854-11
- Ordinance – Restoring the Mayor's Salary
- Approving an MOU with AFSCME

City Supervisor/Attorney Berg reviewed the closure of the year end 2011 with an excess of ending cash in an amount to restore the 2012 scheduled closure days. He presented three items for action. He did note that the Mayor's salary was cut in solidarity of the closure days and one of the actions would be to restore his salary accordingly.

Councilmember Storrs moved to adopt Resolution No. 858-12 rescinding Resolution No. 854-11. Seconded by Councilmember Splane. Motion carried (7-0).

Councilmember Lemley moved to approve Ordinance No. 1734-12 restoring the Mayor's salary. Seconded by Councilmember Storrs. Motion carried (7-0).

Councilmember Storrs moved to approve the MOU with AFSCME. Councilmember Lemley seconded. Motion carried (7-0).

## COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – announced that Police Officer Musgrove will be leaving to take a position with the Chelan County Sherriff. Chief Wood noted Officer Musgrove has been a great asset to the staff. His last day will be February 29<sup>th</sup>. Chief Wood also announced the apprehension of three people which seem to be involved with the recent robberies throughout town. They have recovered property from 11 separate robberies. He did cautioned people to still be aware and watch for unusual activity He reported on the Crime Watch Appreciation lunch which is funded through donations. At the luncheon they discussed increasing their duties with more daytime patrols.

Mayor Anderson commended the Police Department along with the Swinomish Tribe Police for their efforts in apprehending the robbery suspects. He noted he received several complimentary e-mails.

Engineer Freiberger – reported on a slight delay in getting signals up and running on Hwy 20. DOT decided an emergency preemption was necessary on the HAWK signal.

Mayor Anderson noted he received a compliment from Former Mount Vernon Mayor Bud Norris on the project.

City Supervisor/Attorney Berg – gave a reminder of an Executive Session to be held.

Councilmember Wagoner – questioned the drainage system along the project with all the recent rain.

Engineer Freiberger noted there is one spot at Central but overall it is working well.

Finance Director Nelson –reported in the Council packets are the internal December 2011 financial statements and noted it will be awhile before the official statement will be ready. She proudly announced the Standard and Poors rating for the general obligation (G/O Bond Debt) confirming the cities A+ rating as stable and stated they will be sending an official document. She reported the limiting factors to increasing the rating is the economic base of city and being a cash basis accounting which makes it more difficult to compare to GAAP accounting.

Councilmember Splane and Councilmember Lemley both gave compliments to the Police Department.

Councilmember Wagoner – reported on the Sedro-Woolley High School Girls Wrestling team winning their 4<sup>th</sup> consecutive state title.

Louis Requa – Skagit Surveyors and Engineers, – thanked the Council for the approval of the on-call services agreement within the consent calendar. He spoke of the downturn of

the economy which has caused lay offs for his company and expressed his appreciation for being awarded the on-call agreement.

City Supervisor/Attorney Berg thanked Skagit Surveyors and spoke of the benefit of having a local company to do business for the City.

### **EXECUTIVE SESSION**

The meeting adjourned to Executive Session at 8:21 P.M. for the purpose of Real Estate under RCW 42. 30.110(1)(b) for approximately 15 minutes.

The meeting reconvened at 8:42 P.M.

Councilmember Galbraith moved to adjourn. Seconded by Councilmember Lemley. Motion carried (7-0).

The meeting adjourned at 8:42 P.M.

MAR 14 2012

-----  
CITY OF SEDRO-WOOLLEY  
-----

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

Joint Council and Planning Commission Worksession  
March 7, 2012 – 7:00 P.M. – Public Safety Training Room

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

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Planning Commission: Jim Johnson, Joe Franett, Rick Judd, Stephanie Lokkebo, Jennifer Eldred, Eric Johnson and Patrick Huggins. Staff: City Supervisor/Attorney Berg, Police Chief Wood, Fire Chief Klinger, Planner Moore and Sr. Planner Coleman. Guests: Skagit County Staff -- Sheriff Reichardt, Charlie Wend, Tim Halloran and Marc Estvold.

### **Skagit County Jail Discussion**

- Skagit County Officials presented the status of the jail and jail project. Charlie Wend addressed current jail issues; Tim Halloran presented the process of working toward a new facility. He noted 25% of the jail cost is in construction and 75% in operations. He also noted there is no plan on the table at this time. Marc Estvold gave an audio/visual presentation on current sites with a question and answer period followed.

### **Rotary Parklet Presentation**

- Brock Stiles, representing Sedro-Woolley Rotary gave a presentation on the "Parklet" concept.

### **2012 Comprehensive Plan Docket**

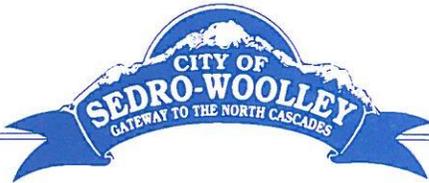
Planner Moore addressed the 2012 Comprehensive Plan Docket.

The worksession adjourned at 8:50 P.M.

MAR 14 2012

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

---



DATE: March 14, 2012  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending March 14, 2012.

Motion to approve Claim Checks #73924 to #74052 in the amount of \$239,996.71. (Voided Check #74034)

Motion to approve Payroll Checks #52503 to #52609 in the amount of \$259,665.63.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 03/14/2012 (Printed 03/09/2012 08:54)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73924	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,364.00
		MISC-FILING FEES/LIEN EXP	SAN	1,302.00
		WARRANT TOTAL		2,666.00
73925	ALA REGISTRATION	TUITION/REGISTRATION	LIB	220.00
		WARRANT TOTAL		220.00
73926	A WORKSAFE SERVICE, INC.	PROF SERVICE-MEDICAL EXAMS	FD	104.00
		WARRANT TOTAL		104.00
73927	ALLEN, DEBRA	MEALS/TRAVEL	SWR	27.00
		WARRANT TOTAL		27.00
73928	ALPINE FIRE & SAFETY	SUPPLIES	FIN	39.06
		WARRANT TOTAL		39.06
73929	ANDERSSON, MARY	COMMUNITY GRANT PROGRAMS	LIB	200.00
		WARRANT TOTAL		200.00
73930	APSCO INC.	MAINT OF GENERAL EQUIP	SWR	397.72
		WARRANT TOTAL		397.72
73931	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	5.60
		MISC-LAUNDRY	ST	10.98
		LAUNDRY	SWR	12.74
		LAUNDRY	SWR	31.59
		WARRANT TOTAL		60.91
73932	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	235.24
		AUTO FUEL	CS	39.00
		AUTO FUEL	PD	98.36
		AUTO FUEL	PD	86.82
		AUTO FUEL	PD	82.23
		AUTO FUEL	PD	1,368.79
		AUTO FUEL	PD	1,469.68
		AUTO FUEL/DIESEL	FD	720.16
		AUTO FUEL/DIESEL	FD	412.69
		AUTO FUEL/DIESEL	PK	325.80
		AUTO FUEL/DIESEL	ST	181.19
		AUTO FUEL/DIESEL	ST	253.20
		AUTO FUEL/DIESEL	ST	249.08
		AUTO FUEL/DIESEL	ST	293.04
		AUTO FUEL/DIESEL	SWR	144.48
		AUTO FUEL/DIESEL	SWR	112.13
		AUTO FUEL/DIESEL	SWR	157.47
		AUTO FUEL/DIESEL	SWR	155.04
		REPAIRS/MAINT-EQUIP	SAN	458.26
		AUTO FUEL/DIESEL	SAN	2,653.85
		AUTO FUEL/DIESEL	SAN	1,948.58
		AUTO FUEL/DIESEL	SAN	2,473.89
		AUTO FUEL/DIESEL	SAN	66.16
		AUTO FUEL/DIESEL	SAN	201.25

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL/DIESEL	SWTR	164.72
		AUTO FUEL/DIESEL	SWTR	600.81
		AUTO FUEL/DIESEL	SWTR	314.04
		WARRANT TOTAL		15,265.96
73933	AT & T	TELEPHONE	JUD	.52
		TELEPHONE	FIN	10.40
		TELEPHONE	LGL	7.28
		TELEPHONE	IT	.52
		TELEPHONE	PLN	7.28
		TELEPHONE	ENG	9.35
		TELEPHONE	PD	49.90
		TELEPHONE	FD	9.35
		TELEPHONE	INSP	2.08
		TELEPHONE	LIB	1.04
		TELEPHONE	SWR	4.16
		TELEPHONE	SAN	2.08
		WARRANT TOTAL		103.96
73934	BARNETT IMPLEMENT CO. INC	FLEET OPERATIONS & MAINT	CEM	143.43
		FLEET OPERATIONS & MAINT	CEM	147.24
		WARRANT TOTAL		290.67
73935	BAY CITY SUPPLY	OPERATING SUPPLIES	FD	178.21
		OPERATING SUPPLIES	FD	151.48
		OPERATING SUP - RIVERFRONT	PK	162.30
		OPERATING SUP - RIVERFRONT	PK	795.32
		OPERATING SUP - COMM CENTER	PK	649.71
		OPERATING SUP - CITY HALL	PK	739.76
		OPERATING SUP - HAMMER SQ	PK	507.71
		OPERATING SUPPLIES	SAN	246.24
		WARRANT TOTAL		3,430.73
73936	BICKNELL, JUSTIN	EMPLOYEE WELLNESS	ENG	60.00
		WARRANT TOTAL		60.00
73937	BERG VAULT COMPANY	LINERS	CEM	1,710.00
		OPERATING SUPPLIES	SWTR	1,020.00
		WARRANT TOTAL		2,730.00
73938	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG	2,948.45
		WARRANT TOTAL		2,948.45
73939	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	26.70
		WARRANT TOTAL		26.70
73940	BOULDER PARK, INC	SOLIDS HANDLING	SWR	5,894.68
		WARRANT TOTAL		5,894.68
73941	BOY'S LIFE	BOOKS SKAGIT COUNTY	LIB	41.00
		WARRANT TOTAL		41.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73942	CARDIAC SCIENCE CORP.	OPERATING SUPPLIES	FD	179.50
		WARRANT TOTAL		179.50
73943	CASCADE NATUPAL GAS CORP.	PUBLIC UTILITIES	PD	71.72
		PUBLIC UTILITIES	FD	368.82
		UTILITIES-COMMUNITY CTR	PK	135.37
		UTILITIES-SENIOR CENTER	PK	322.12
		UTILITIES-HAMMER SQUARE	PK	75.11
		UTILITIES - SHOP	PK	126.85
		UTILITIES - SHOP	PK	52.19
		PUBLIC UTILITIES-CITY HALL	PK	2,427.64
		PUBLIC UTILITIES	ST	89.55
		PUBLIC UTILITIES	ST	54.37
		PUBLIC UTILITIES	LIB	197.34
		PUBLIC UTILITIES	SWR	180.34
		PUBLIC UTILITIES	SAN	421.45
		WARRANT TOTAL		4,522.87
73944	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	21.64
		WARRANT TOTAL		21.64
73945	CHANDLER EDWARDS	TUITION/REGISTRATION	PD	95.00
		WARRANT TOTAL		95.00
73946	CITIES INSURANCE ASSOC.	REPAIR & MAINTENANCE	CS	250.00
		REPAIRS AND MAINT - AUTO		304.03
		WARRANT TOTAL		554.03
73947	CODE PUBLISHING INC.	CODE BOOK	LGS	775.10
		WARRANT TOTAL		775.10
73948	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	34.56
		SUPPLIES/BOOKS	PLN	6.81
		SUPPLIES	ENG	6.81
		OFFICE/OPERATING SUPPLIES	PD	51.61
		OFF/OPER SUPPS & BOOKS	INSP	6.80
		WARRANT TOTAL		106.59
73949	COMCAST	INTERNET SERVICES	IT	111.90
		WARRANT TOTAL		111.90
73950	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	52.41
		OFFICE/OPERATING SUPPLIES	PD	39.39
		REPAIRS/MAINT-DORM	FD	352.80
		MEALS/TRAVEL	SWR	93.48
		WARRANT TOTAL		538.08
73951	CUES	EQUIPMENT & VEHICLES	SWR	39,423.75
		WARRANT TOTAL		39,423.75
73952	DAY WIRELESS SYSTEMS INC	REPAIRS & MAINTENANCE	PD	4,180.85
		MACHINERY & EQUIPMENT	PD	196.92

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		4,377.77
73953	ENR	DUES/SUBSCRIPTIONS	ENG	77.00
		WARRANT TOTAL		77.00
73954	E & E LUMBER	SAFETY EQUIPMENT	PK	55.71
		SAFETY EQUIPMENT	PK	48.69
		REPAIRS/MT-RIVERFRONT	PK	29.13
		REPAIRS/MT-RIVERFRONT	PK	16.54
		REPAIRS/MT-RIVERFRONT	PK	35.00
		REPAIRS/MT-RIVERFRONT	PK	76.21
		REPAIRS/MT-RIVERFRONT	PK	26.50
		REPAIRS/MT-RV PARK	PK	35.00
		REPAIRS/MT-RV PARK	PK	4.41
		REPAIRS/MT-PARKS SHOP	PK	4.63
		REPAIRS/MT-COMMUNITY CTR	PK	56.99
		REPAIRS/MT-COMMUNITY CTR	PK	11.27
		REPAIRS/MT-COMMUNITY CTR	PK	17.97
		REPAIR/MT-SENIOR CENTER	PK	5.17
		REPAIR/MT-SENIOR CENTER	PK	6.17
		REPAIR/MT-MEMORIAL PARK	PK	20.93
		REPAIR/MT-MEMORIAL PARK	PK	45.94
		REPAIR/MAINT-CITY HALL	PK	23.35
		OPERATING SUPPLIES	ST	57.87
		OPERATING SUPPLIES	ST	6.81
		OPERATING SUPPLIES	ST	29.39
		OPERATING SUPPLIES	SAN	4.18
		OPERATING SUPPLIES	SAN	48.30
		OPERATING SUPPLIES	SAN	19.83
		WARRANT TOTAL		685.99
73955	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	688.00
		PROFESSIONAL SERVICES	SWR	219.00
		PROFESSIONAL SERVICES	SWR	219.00
		WARRANT TOTAL		1,126.00
73956	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	34.61
		SUPPLIES	FIN	16.85
		OFFICE/OPERATING SUPPLIES	PD	26.24
		WARRANT TOTAL		77.70
73957	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	59.45
		WARRANT TOTAL		59.45
73958	FEDERAL CERTIFIED HEARING	PROF SERVICE-MEDICAL EXAMS	FD	20.00
		WARRANT TOTAL		20.00
73959	FEDERAL EXPRESS CORP.	PROFESSIONAL SERVICES	LGL	25.48
		WARRANT TOTAL		25.48
73960	FRONTIER	TELEPHONE	FD	131.37
		TELEPHONE	PK	83.18

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	CEM	57.18
		TELEPHONE	SWR	209.33
		WARRANT TOTAL		481.06
73961	GARDNER, GLENN	REPAIRS/MAINT-EQUIP	SAN	129.84
		WARRANT TOTAL		129.84
73962	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
73963	GUARDIAN NW TITLE & ESCROW	PROFESSIONAL SERVICES	PK	1,000.00
		WARRANT TOTAL		1,000.00
73964	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	916.84
		MAINTENANCE OF LINES	SWR	206.15
		MAINTENANCE OF LINES	SWR	396.53
		WARRANT TOTAL		1,519.52
73965	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
73966	HUIZINGA, STEVEN	MEALS/TRAVEL	SWR	34.33
		WARRANT TOTAL		34.33
73967	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	67.77
		REPAIRS & MAINTENANCE	PD	75.74
		EQUIPMENT LEASE	PD	75.74
		REPAIRS/MAINT-EQUIP	PD	67.76
		WARRANT TOTAL		287.01
73968	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY	LIB	19.22
		BOOKS SKAGIT COUNTY	LIB	702.62
		BOOKS SKAGIT COUNTY	LIB	116.12
		BOOKS SKAGIT COUNTY	LIB	115.13
		BOOKS SKAGIT COUNTY	LIB	48.56
		BOOKS SKAGIT COUNTY	LIB	15.80
		BOOKS SKAGIT COUNTY	LIB	81.92
		BOOKS SKAGIT COUNTY	LIB	22.75
		BOOKS SKAGIT COUNTY	LIB	13.02
		BOOKS SKAGIT COUNTY	LIB	110.61
		WARRANT TOTAL		1,245.75
73969	INTERWEST CONSTRUCTION INC.	CONST-SR20 WIDENING		50,548.68
		CONST-SR20 WIDENING SK COUNTY		1,200.00
		CONST-SR20 WIDENING WSDOT 1104		852.75
		WARRANT TOTAL		52,601.43
73970	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	186.45
		SUPPLIES	FIN	291.92
		WARRANT TOTAL		478.37
73971	LACAL EQUIPMENT INC.	REPAIRS/MAINT-EQUIP	SAN	80.72

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		80.72
73972	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	348.00
		WARRANT TOTAL		348.00
73973	LAZARON, JOANN	TRAVEL	ENG	10.35
		WARRANT TOTAL		10.35
73974	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	152.82
		OPERATING SUPPLIES	SAN	34.73
		OPERATING SUPPLIES	SAN	161.56
		WARRANT TOTAL		349.11
73975	MACREADY, ROBERT	MEALS/TRAVEL	SWR	35.53
		WARRANT TOTAL		35.53
73976	MCILRATH, DAN	EQUIPMENT		565.71
		WARRANT TOTAL		565.71
73977	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	306.51
		WARRANT TOTAL		306.51
73978	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	ST	100.83
		WARRANT TOTAL		100.83
73979	MIKE HAWKINGS TRUCKING, LLC	PROFESSIONAL SERVICES	SAN	310.00
		WARRANT TOTAL		310.00
73980	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	108.38
		WARRANT TOTAL		108.38
73981	NELSON PETROLEUM	OPERATING SUPPLIES	FD	616.26
		WARRANT TOTAL		616.26
73982	NEWFIELDS	PROFESSIONAL SERVICES	SWR	1,400.00
		WARRANT TOTAL		1,400.00
73983	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	777.52
		WARRANT TOTAL		777.52
73984	NW WA CHAPTER OF I.C.C.	TRAVEL/MEALS	INSP	295.00
		WARRANT TOTAL		295.00
73985	NORTHWEST MFG & DIST. INC.	REPAIR/MAINTENANCE-EQUIP	ST	1,431.02
		WARRANT TOTAL		1,431.02
73986	OASYS	SUPPLIES	FIN	94.60
		REPAIRS & MAINTENANCE	PD	174.47
		REPAIRS/MAINT-EQUIP	FD	174.48
		REPAIR/MAINTENANCE-EQUIP	LIB	52.01
		WARRANT TOTAL		495.56

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
73987	OFFICE DEPOT	NETWORK HARDWARE	IT	41.11
		SUPPLIES/BOOKS	PLN	81.15
		SUPPLIES	ENG	136.86
		WARRANT TOTAL		259.12
73988	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	160.66
		SAFETY EQUIPMENT	ST	194.74
		WARRANT TOTAL		355.40
73989	PACIFIC COMMERCIAL LOCK & KEY	OPERATING SUPPLIES	SWTR	127.14
		WARRANT TOTAL		127.14
73990	PAPE MACHINERY	REPAIR/MAINTENANCE-EQUIP	ST	2,062.97
		WARRANT TOTAL		2,062.97
73991	PAT RIMMER TIRE CTR, INC	REPAIRS/MAINT-EQUIP	FD	99.00
		REPAIRS/MAINT-EQUIP	FD	870.12
		REPAIR/MT-SMALL TOOLS EQUIP	PK	19.95
		REPAIR/MAINTENANCE-EQUIP	ST	1,072.97
		REPAIRS/MAINT-EQUIP	SAN	194.76
		REPAIRS/MAINT-EQUIP	SAN	1,748.59
		REPAIRS/MAINT-EQUIP	SAN	22.72
		REPAIR/MAINTENANCE	SAN	43.98
		WARRANT TOTAL		4,072.09
73992	PEOPLE EN ESPANOL	BOOKS SKAGIT COUNTY	LIB	30.14
		WARRANT TOTAL		30.14
73993	PETTY CASH	SUPPLIES	LIB	38.28
		BOOKS SKAGIT COUNTY	LIB	14.18
		WARRANT TOTAL		52.46
73994	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
73995	PLATT	MAINT OF GENERAL EQUIP	SWR	115.77
		MAINT OF GENERAL EQUIP	SWR	23.37
		PORTABLE EQUIPMENT	SWR	612.12
		PORTABLE EQUIPMENT	SWR	32.21
		WARRANT TOTAL		783.47
73996	PROTECH AUTOMOTIVE	MAINTENANCE CONTRACTS	SWR	626.35
		WARRANT TOTAL		626.35
73997	PRINTSTREAMS	SUPPLIES	JUD	94.14
		SUPPLIES	JUD	124.16
		SUPPLIES	JUD	134.71

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SUPPLIES	JUD	210.72
		SUPPLIES	FIN	273.70
		SUPPLIES	FIN	236.03
		WARRANT TOTAL		1,073.46
73998	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	18.10
		UTILITIES-RIVERFRONT	PK	151.88
		UTILITIES-COMMUNITY CTR	PK	58.18
		UTILITIES-SENIOR CENTER	PK	211.36
		UTILITIES-HAMMER SQUARE	PK	45.90
		UTILITIES-BINGHAM & MEMORIAL P		36.48
		UTILITIES - OTHER	PK	36.48
		PUBLIC UTILITIES-CITY HALL	PK	199.73
		PUBLIC UTILITIES	CEM	106.02
		PUBLIC UTILITIES	ST	39.62
		PUBLIC UTILITIES	LIB	71.48
		PUBLIC UTILITIES	SWR	193.44
		PUBLIC UTILITIES	SAN	39.62
		WARRANT TOTAL		1,208.29
73999	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	30.94
		PUBLIC UTILITIES	FD	111.62
		UTILITIES-RIVERFRONT	PK	420.97
		UTILITIES-COMMUNITY CTR	PK	190.53
		UTILITIES-SENIOR CENTER	PK	355.01
		UTILITIES-TRAIN	PK	36.43
		UTILITIES-HAMMER SQUARE	PK	289.64
		UTILITIES-BINGHAM & MEMORIAL P		67.84
		UTILITIES - SHOP	PK	57.64
		UTILITIES - SHOP	PK	22.45
		UTILITIES - OTHER	PK	9.93
		PUBLIC UTILITIES-CITY HALL	PK	2,238.12
		PUBLIC UTILITIES	CEM	68.38
		PUBLIC UTILITIES	ST	84.22
		PUBLIC UTILITIES	ST	9.62
		PUBLIC UTILITIES	ST	156.50
		PUBLIC UTILITIES	ST	342.89
		CONST-SR20 WIDENING SK COUNTY		897.23
		PUBLIC UTILITIES	LIB	245.49
		ADVERTISING	HOT	36.04
		PUBLIC UTILITIES	SWR	8,763.89
		PUBLIC UTILITIES	SAN	164.60
		PUBLIC UTILITIES	SWTR	120.45
		WARRANT TOTAL		14,720.43
74000	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	36.63
		WARRANT TOTAL		36.63
74001	RICK'S REFRIGERATION INC.	REPAIRS/MT-COMMUNITY CTR	PK	246.23
		WARRANT TOTAL		246.23
74002	RENE'S WORLD	SAFETY EQUIPMENT	PK	32.41

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SAFETY EQUIPMENT	ST	140.66
		WARRANT TOTAL		173.07
74003	SAFETY MEETING OUTLINES	SAFETY EQUIPMENT	ST	40.66
		SAFETY EQUIPMENT	SWR	40.67
		OPERATING SUPPLIES	SAN	40.67
		WARRANT TOTAL		122.00
74004	SALYER, DOUGLAS	RETIRED MEDICAL	PD	461.60
		WARRANT TOTAL		461.60
74005	SCHORNO, DAVE	MEALS/TRAVEL	SWR	7.98
		WARRANT TOTAL		7.98
74006	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	178.12
		OPERATING SUPPLIES	SWR	240.89
		OPERATING SUPPLIES	SWR	109.82
		WARRANT TOTAL		528.83
74007	SCHOLASTIC PARENT & CHILD	BOOKS SKAGIT COUNTY	LIB	14.97
		WARRANT TOTAL		14.97
74008	SEAMS GREAT EMBROIDERY	UNIFORMS	FD	67.08
		WARRANT TOTAL		67.08
74009	SECRETARY OF STATE	INTERNET	LIB	404.86
		WARRANT TOTAL		404.86
74010	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINTENANCE	CS	17.51
		REPAIR & MAINTENANCE	CS	6.23
		OPERATING SUPPLIES	CEM	17.93
		REPAIR/MAINT-EQUIP & BLDG	CEM	14.99
		OPERATING SUPPLIES	ST	36.79
		OPERATING SUPPLIES	ST	36.79
		OPERATING SUPPLIES	SWR	68.17
		REPAIRS/MAINT-EQUIP	SAN	64.37
		OPERATING SUPPLIES	SAN	5.56
		REPAIRS/MAINTENANCE	SWTR	64.37
		REPAIRS/MAINTENANCE	SWTR	41.24
		WARRANT TOTAL		373.95
74011	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	7,667.00
		WARRANT TOTAL		7,667.00
74012	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,388.04
		MISC-FILING FEES/LIEN EXP	SAN	1,341.33
		OPERATING SUPPLIES	SWTR	517.43
		WARRANT TOTAL		3,246.80
74013	SKAGIT CD	CONTRACTED SERVICES		711.10
		WARRANT TOTAL		711.10

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74014	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	302.51
		OPERATING LEASE-COMPUTER	PD	3,261.05
		WARRANT TOTAL		3,563.56
74015	SKAGIT CO. COMMUNITY SERVICES	SKAGIT COUNCIL ON ALCOHOL	ALC	2,973.97
		WARRANT TOTAL		2,973.97
74016	SKAGIT CO. PUBLIC WORKS	OPERATING SUPPLIES	ST	3,146.85
		WARRANT TOTAL		3,146.85
74017	SKAGIT COUNTY SHERIFF	PRISONERS	PD	7,066.00
		WARRANT TOTAL		7,066.00
74018	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	149.27
		WARRANT TOTAL		149.27
74019	SKAGIT COUNTY TREASURER	TAXES AND ASSESSMENTS	ST	2.38
		TAXES AND ASSESSMENTS	SWR	22.35
		TAXES AND ASSESSMENTS	SWR	.01
		TAXES & ASSESSMENTS	SWTR	18.97
		WARRANT TOTAL		43.71
74020	SKAGIT HYDRAULICS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	49.47
		WARRANT TOTAL		49.47
74021	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	733.25
		WARRANT TOTAL		733.25
74022	SKAGIT RIVER STEEL	CONTAINERS	SAN	1,066.55
		CONTAINERS	SAN	83.94
		WARRANT TOTAL		1,150.49
74023	SKAGIT VALLEY HOSPITAL	PRISONERS	PD	142.45
		PRISONERS	PD	3,020.93
		WARRANT TOTAL		3,163.38
74024	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	50.00
		LEGAL PUBLICATIONS	LGS	60.00
		LEGAL PUBLICATIONS	LGS	45.00
		ADVERTISING/LEGAL PUBLIC	PLN	220.00
		WARRANT TOTAL		510.00
74025	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	498.29
		WARRANT TOTAL		498.29
74026	ANDERSON, ROGER	UNIFORMS	PD	28.13
		WARRANT TOTAL		28.13
74027	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	111.52

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		111.52
74028	TAYLOR, PAUL	RETIRED MEDICAL	PD	1,326.00
		WARRANT TOTAL		1,326.00
74029	TARGHEE FIRE SVC. LLC	SMALL TOOLS & MINOR EQUIP	FD	296.74
		WARRANT TOTAL		296.74
74030	TERRE-SOURCE LLC	PROFESSIONAL SERVICES	SAN	450.00
		WARRANT TOTAL		450.00
74031	TKE CORP	REPAIR/MAINT-CITY HALL	PK	740.48
		WARRANT TOTAL		740.48
74032	TRUE VALUE	MACHINERY & EQUIPMENT	PD	18.37
		MACHINERY & EQUIPMENT	PD	2.16
		MACHINERY & EQUIPMENT	PD	4.86
		MACHINERY & EQUIPMENT	PD	6.47
		OPERATING SUPPLIES	FD	8.62
		OPERATING SUPPLIES	FD	5.94-
		OPERATING SUPPLIES	FD	7.02
		OPERATING SUPPLIES	FD	16.22
		OPERATING SUPPLIES	FD	2.60
		SMALL TOOLS & MINOR EQUIP	FD	4.31
		OPERATING SUP - COMM CENTER	PK	6.88
		OPERATING SUP - CITY HALL	PK	22.70
		REPAIR/MAINT-CITY HALL	PK	21.56
		RESOURCE CONSERVATION	PK	16.22
		OPERATING SUPPLIES	ST	25.28
		OPERATING SUPPLIES	ST	30.29
		MAINT OF GENERAL EQUIP	SWR	7.88
		MAINT OF GENERAL EQUIP	SWR	8.18
		OPERATING SUPPLIES	SWR	10.77
		OPERATING SUPPLIES	SWR	1.04
		OPERATING SUPPLIES	SWR	28.41
		OPERATING SUPPLIES	SWR	3.22
		OPERATING SUPPLIES	SAN	12.42
		OPERATING SUPPLIES	SAN	84.35
		WARRANT TOTAL		343.89
74033	US BANK -- PURCHASE CARDS	SUPPLIES	EXE	45.06
		MEALS/TRAVEL	EXE	18.84
		SENIOR CRIME WATCH	EXE	366.12
		MEALS/TRAVEL	FIN	13.89
		REPAIR-MAINTENANCE SUPPLIES	IT	86.54
		INTERNET SERVICES	IT	53.75
		NETWORK HARDWARE	IT	107.12
		NETWORK HARDWARE	IT	114.75
		NETWORK HARDWARE	IT	1,076.62
		SUPPLIES/BOOKS	PLN	80.00
		PROFESSIONAL SERVICES	PLN	3.25
		PROFESSIONAL SERVICES	PLN	16.23

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		MISC-TUITION/REGISTRATION	48.00
		TRAVEL	13.14
		TRAVEL	16.19
		OPERATING SUPPLIES	32.53
		REPAIRS/MT-RIVERFRONT	154.10
		REPAIR/MT-HAMMER SQUARE	135.12
		ENHANCEMENT PROJECT	57.10
		OPERATING SUPPLIES	235.29
		SUPPLIES	28.10
		SUPPLIES	51.33
		REPAIR/MAINTENANCE-EQUIP	337.90
		REPAIR/MAINTENANCE-EQUIP	17.19
		EARLY LITERACY	54.67
		BOOKS SKAGIT COUNTY	160.25
		BOOKS SKAGIT COUNTY	265.51
		MEALS/TRAVEL	41.84
		PORTABLE EQUIPMENT	345.47
		REPAIRS/MAINT-BUILDING	259.42
		OPERATING SUPPLIES	222.63
		MEALS/TRAVEL DOE LOCAL SOURCE	14.00
		MEALS/TRAVEL DOE LOCAL SOURCE	62.93
		WARRANT TOTAL	4,534.88
74034	US BANK -- PURCHASE CARDS	VOIDED WARRANT	.00
		WARRANT TOTAL	.00
74035	USA BLUE BOOK	MAINTENANCE OF LINES	330.02
		WARRANT TOTAL	330.02
74036	UTIL UNDERGROUND LOC CTR	OFFICE SUPPLIES	43.50
		WARRANT TOTAL	43.50
74037	VALLEY AUTO SUPPLY	REPAIR & MAINTENANCE	89.69
		REPAIR & MAINTENANCE	16.29
		OPERATING SUPPLIES	17.27
		WARRANT TOTAL	123.25
74038	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL	19.92
		AUTO FUEL/DIESEL	38.96
		AUTO FUEL/DIESEL	76.96
		WARRANT TOTAL	135.84
74039	VERIZON WIRELESS	TELEPHONE	57.68
		TELEPHONE	57.68
		TELEPHONE	56.64
		TELEPHONE	55.49
		NEXTEL CELL PHONES	173.04
		TELEPHONE	173.04
		TELEPHONE	430.10
		TELEPHONE	303.04
		TELEPHONE	126.64
		TELEPHONE	85.38

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PK	119.34
		TELEPHONE	CEM	24.93
		TELEPHONE	ST	64.09
		NEXTEL CELL PHONES		210.33
		NEXTEL CELL PHONES	SAN	153.25
		WARRANT TOTAL		2,090.67
74040	VIEVU	MACHINERY & EQUIPMENT	PD	663.20
		WARRANT TOTAL		663.20
74041	VISION MUNICIPAL SOLUTIONS LLC	MISC-TUITION/REGISTRATION	FIN	110.00
		WARRANT TOTAL		110.00
74042	VISION FORMS, LLC	POSTAGE	SWR	1,276.85
		POSTAGE	SAN	608.96
		OPERATING SUPPLIES	SWTR	78.58
		WARRANT TOTAL		1,964.39
74043	VISTEN, LESLIE	RETIRED MEDICAL	PD	200.00
		RETIRED MEDICAL	PD	1,158.00
		WARRANT TOTAL		1,358.00
74044	WA ST DEPT OF ECOLOGY	DOE NPDES PERMIT	SWTR	1,226.98
		WARRANT TOTAL		1,226.98
74045	WA ST DEPT OF LICENSING	DUES/SUBSCRIPTIONS	ENG	76.00
		WARRANT TOTAL		76.00
74046	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	72.00
		INTERGOV SVC-GUN PERMITS	PD	108.00
		INTERGOV SVC-GUN PERMITS	PD	132.00
		INTERGOV SVC-GUN PERMITS	PD	108.00
		WARRANT TOTAL		420.00
74047	WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES	FIN	135.07
		WARRANT TOTAL		135.07
74048	WA ST HISTORICAL SOCIETY	BOOKS SKAGIT COUNTY	LIB	35.00
		WARRANT TOTAL		35.00
74049	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		8,018.26
		WARRANT TOTAL		8,018.26
74050	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	FD	15.10
		POSTAGE	FD	12.00
		WARRANT TOTAL		27.10
74051	ACTON PAGES	ADVERTISING SIGNS		100.00
		WARRANT TOTAL		100.00
74052	MORGAN, JENNIFER E.	GEN BUSN LICENSES & PERMITS		35.00
		WARRANT TOTAL		35.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		RUN TOTAL	239,996.71

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	62,570.52
101	PARK FUND	14,191.52
102	CEMETERY FUND	2,290.10
103	STREET FUND	11,536.57
104	ARTERIAL STREET FUND	53,498.66
105	LIBRARY FUND	4,101.41
108	STADIUM FUND	36.04
109	SPECIAL INVESTIGATION FUND	869.74
401	SEWER FUND	27,669.21
412	SOLID WASTE FUND	18,709.16
425	STORMWATER	5,082.76
501	EQUIPMENT REPLACEMENT FUND	39,441.02
	TOTAL	239,996.71

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
03/14/2012 (Printed 03/09/2012 08:54)

PAGE 16

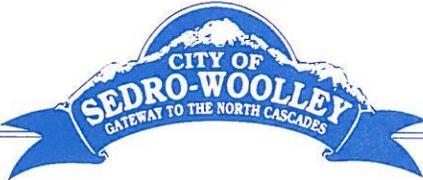
DEPARTMENT	AMOUNT
001 000 000	8,053.26
001 000 011	1,065.10
001 000 012	946.86
001 000 013	540.11
001 000 014	1,547.55
001 000 015	238.67
001 000 017	1,950.31
001 000 018	653.96
001 000 019	510.05
001 000 020	3,574.52
001 000 021	27,063.99
001 000 022	13,100.96
001 000 024	351.21
001 000 062	2,973.97
FUND CURRENT EXPENSE FUND	62,570.52
101 000 076	14,191.52
FUND PARK FUND	14,191.52
102 000 036	2,290.10
FUND CEMETERY FUND	2,290.10
103 000 042	11,536.57
FUND STREET FUND	11,536.57
104 000 042	53,498.66
FUND ARTERIAL STREET FUND	53,498.66
105 000 072	4,101.41
FUND LIBRARY FUND	4,101.41
108 000 019	36.04
FUND STADIUM FUND	36.04
109 000 021	869.74
FUND SPECIAL INVESTIGATION FUND	869.74
401 000 035	27,669.21
FUND SEWER FUND	27,669.21
412 000 000	100.00
412 000 037	18,609.16
FUND SOLID WASTE FUND	18,709.16
425 000 039	5,082.76
FUND STORMWATER	5,082.76
501 000 047	17.27
501 000 401	39,423.75
FUND EQUIPMENT REPLACEMENT FUND	39,441.02
TOTAL	239,996.71

CITY COUNCIL AGENDA  
REGULAR MEETING

MAR 14 2012

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

OF SEDRO-WOOLLEY



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

## Memorandum

Date: March 7, 2012 (for Council action March 14, 2012)

To: Mark Freiberger, Public Works Director/Engineer  
Mayor Anderson and City Council Members

From: Debbie Allen, Wastewater Treatment Supervisor

A handwritten signature in black ink, appearing to be "DA", enclosed in a circle.

Subject: Trojan Technologies UV Replacement Order

---

### Background Information:

Per the attached memo dated May 2, 2011 along with Resolution 843-11, members of the City Council approved funding for the purchase of one replacement UV Bank containing 13 modules on May 11, 2011.

Under the proposed replacement plan outlined in the memo, the two remaining banks are scheduled for replacement in 2012 and 2013. Per the attached parts quote, Wm. H. Reilly & Company was able to negotiate a 25% discount on the 2012 purchase. With the likelihood of receiving this discount again in 2013 being unknown, does Council wish to stick with the proposed plan approving one bank this year, or instead consider purchasing two banks in 2012?

This equipment is sole source and will cost \$49,959 per bank, plus tax and shipping. Funding for this item will be taken from the Sewer Operations Reserve Fund #402.000.000.596.70.64.00. Should Council choose not to risk price inflation in 2013 and purchase two banks in 2012, a budget amendment of the Sewer Operation Reserve Fund will be necessary as the Plant Upgrades line item is currently only approved for purchases up to \$75,000.

### Recommended Action:

#### Option 1:

Move to authorize Mark Freiberger, PE to sign the parts quote from Wm. H. Reilly & Company for a complete bank replacement unit in the amount of \$49,959.00 plus tax and shipping.

#### Option 2:

Move to authorize Mark Freiberger, PE to sign the parts quote from Wm. H. Reilly & Company for two complete bank replacement units in the amount of \$99,918.00 plus tax and shipping.

## Resolution No. 843-11

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF MODEL UV3B-8L ULTRAVIOLET DISINFECTION MODULES MANUFACTURED BY TROJAN TECHNOLOGIES, INC. FOR THE PURPOSE OF REPLACING FAILING UNITS AT THE CITY'S WASTEWATER TREATMENT PLANT AND AUTHORIZING THE PURCHASE OF THE SAME

**WHEREAS**, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

**WHEREAS**, the Sedro-Woolley Wastewater Treatment Department has requested that the City Council authorize the purchase of Model UV3B-8L Ultraviolet Disinfection Modules manufactured by Trojan Technologies, Inc., to replace failing units at the City's Wastewater Treatment Plant; and

**WHEREAS**, the Sedro-Woolley Wastewater Treatment Plant mechanical system includes a Model UV3000B Ultraviolet Disinfection System manufactured by Trojan Technologies, Inc. that includes the failing UV3B-8L modules; and

**WHEREAS**, there is only one source of supply for the UV3B-8L modules in our vicinity and that is Wm. H. Reilly & Co. of Portland, Oregon; and

**WHEREAS**, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the Trojan UV3B-8L modules is clearly and legitimately limited to a single source of supply in the near vicinity of Sedro-Woolley and that the sole source of supply is Wm. H. Reilly & Co. of Portland, Oregon.

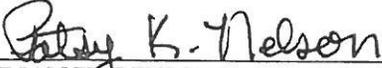
**Section 2.** Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Wastewater Department is authorized to purchase thirteen Trojan UV3B-8L modules as requested to replace failing units at the Wastewater Treatment Plant.

**Section 3.** This resolution shall take effect immediately upon passage.

RESOLVED this 11th day of May, 2011 and signed in authentication of its passage this 11th day of May, 2011.

  
MAYOR

ATTEST:

  
FINANCE DIRECTOR

APPROVED AS TO FORM:

  
CITY ATTORNEY

**FAX**

Wm. H. Reilly & Co.  
910 SW 18<sup>th</sup> Avenue  
Portland, OR 97205

Portland: (503) 223-6197 • Seattle: (206) 223-6197  
Fax: (503) 223-0845

---

**DATE:** March 6, 2012                      **FROM:** Kim Batiste  
**TO:** Debbie                                      **PAGES:** 2  
**COMPANY:** City of Sedro Woolley  
**RE:** Trojan Parts                              **FAX NUMBER:** (360) 856-6959

---

Debbie,

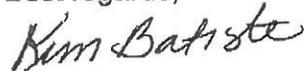
So sorry for the delay on this quote but with the large increase in price Steve went to bat for you being such a great customer and was able to realize a 25% discount.

Attached is our quote for the parts you requested, your lead time is 6 weeks. When you decide to order just fill in a **purchase order number**, verify your bill to/ship to addresses and sign the quote.

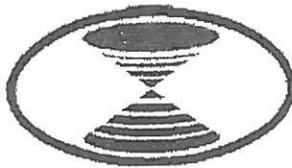
**Also could you please provide me with your Fed Tax ID # which is now required by Trojan to ship out of Canada?**

I look forward to working with you and please let me know if I can be of further assistance.

Best regards,



Kim Batiste



# Wm. H. Reilly & Co.

910 SW 18th Avenue Portland OR 97205  
 Portland (503) 223-6197 Seattle (206) 223-6197  
 Fax (503) 223-0845

## Parts Quote Form

<b>TO:</b> Debbie Allen	<b>From:</b> Kim Batiste
<b>Date:</b> 3/6/12	<b>PO#:</b>
<b>Bill To:</b> City of Sedro Woolley 325 Metcalf St Sedro-Woolly, WA 98284	<b>Ship To:</b> City of Sedro Woolley WWTP 401 Alexander St Sedro-Woolley, WA 98284
<b>PHONE:</b> (360) 661-6473	<b>FAX:</b> (360) 856-6959
<b>Email:</b> <a href="mailto:dallen@ci.sedro-woolley.wa.us">dallen@ci.sedro-woolley.wa.us</a>	<b>Terms:</b> Net 30
<b>Manufacturer:</b> Trojan Technologies, Inc.	<b>Project No:</b> 450164
<b>Equipment:</b> UV3000B	
<b>Inquiry Date:</b> 2/29/12	

Description	Part #	Qty	Unit Price	Ext. Price
UV3B - 8L Module	Configured	13	\$3,843.00	\$49,959.00

**Total: \$49,959.00**

Additional Information: OPTION 1 - Includes lamps & sleeves (no labor needed)  
**Please inspect all parts for damage immediately upon receiving them. Damage claims must be made within 48 hours of receiving parts.**

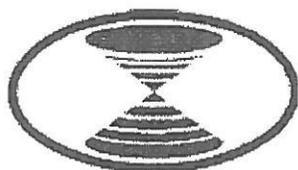
If you wish to place this information as an order:

1. Please fill in your Purchase Order number.
- \*\*\* 2. **Please confirm your Bill To and Ship To addresses above BEFORE faxing back.**
3. **Sign and date** this form on lines provided below.
4. Fax this signed form back to **(503) 223-0845**. An invoice will follow.
5. This quote is valid for 30 days.
6. **Shipping and Tax not included**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Thank you for your order!**



# Wm. H. Reilly & Co.

910 SW 18th Avenue Portland OR 97205  
Portland (503) 223-6197 Seattle (206) 223-6197  
Fax (503) 223-0845

## Parts Quote Form

<b>TO:</b> Debbie Allen	<b>From:</b> Kim Batiste
<b>Date:</b> 3/7/12	<b>PO#:</b>
<b>Bill To:</b> City of Sedro Woolley 325 Metcalf St Sedro-Woolly, WA 98284	<b>Ship To:</b> City of Sedro Woolley WWTP 401 Alexander St Sedro-Woolley, WA 98284
<b>PHONE:</b> (360) 856-1100	<b>FAX:</b> (360) 856-6959
<b>Email:</b> <a href="mailto:dallen@ci.sedro-woolley.wa.us">dallen@ci.sedro-woolley.wa.us</a>	<b>Terms:</b> Net 30
<b>Manufacturer:</b> Trojan Technologies, Inc.	<b>Project No:</b> 450164
<b>Equipment:</b> UV3000B	
<b>Inquiry Date:</b> 2/29/12	

Description	Part #	Qty	Unit Price	Ext. Price
UV3B - 8L Module	Configured	13	\$3,843.00	\$49,959.00
UV3B - 8L Module	Configured	13	\$3,843.00	\$49,959.00

**Total: \$99,918.00**

Additional Information: OPTION 1 - Includes lamps & sleeves (no labor needed)

**Please inspect all parts for damage immediately upon receiving them. Damage claims must be made within 48 hours of receiving parts.**

If you wish to place this information as an order:

1. Please fill in your Purchase Order number.
- \*\*\* 2. **Please confirm your Bill To and Ship To addresses above BEFORE faxing back.**
3. **Sign and date** this form on lines provided below.
4. Fax this signed form back to **(503) 223-0845**. An invoice will follow.
5. This quote is valid for 30 days.
6. **Shipping and Tax not included**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Thank you for your order!**

**CITY OF SEDRO-WOOLLEY**

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

**Memorandum**

Date: May 2, 2011 (for Council action May 11, 2011)

To: Mark Freiberger, Public Works Director/Engineer  
Mayor Anderson and City Council Members

From: Debbie Allen, Wastewater Treatment Supervisor

**Subject: Trojan Technologies UV Replacement Order**

---

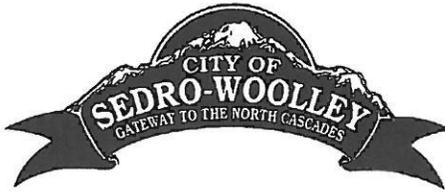
**Background Information:**

The Wastewater Treatment Plant achieves effluent disinfection using a Trojan UV System that was installed in 1998. Over the past year, we have been experiencing problems with the aging ballast assemblies due to internal corrosion. In order to keep this extremely important piece of equipment operational, we need to start replacing banks before losing the ability to disinfect. The UV system contains a total of three banks which I propose we start replacing at the rate of one per year. This equipment is sole source and will cost \$42,094.00 plus tax and shipping to replace one bank. Funding for this item will be taken from sewer operations reserve fund.

**Recommended Action:**

Move to approve Resolution No. 843-11 attached hereto waiving competitive bidding requirements for the purchase of Model UV3B-8L UV disinfection modules manufactured by Trojan Technologies, Inc. for the purpose of replacing failing units at the City's Wastewater Treatment Plant and authorizing purchase of the same.

Move to authorize Mark Freiberger, PE to sign the parts quote from Wm. H. Reilly & Company for a complete bank replacement unit in the amount of \$42,094.00 plus tax and shipping.



CITY COUNCIL AGENDA  
REGULAR MEETING

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

MAR 14 2012

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

Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Professional Services Agreements No. 2012-PS-10 through 12 for  
Miscellaneous On-Call Professional Services**  
DATE: March 1, 2012 (for Council action March 14, 2012)

**ISSUE**

Should Mayor Anderson execute the attached Professional Services Agreements No. 2012-PS-10 through 12 as noted below for miscellaneous on-call professional service agreements?

**BACKGROUND/DISCUSSION**

The city has utilized the services of various firms for on-call professional services for miscellaneous engineering and other professional services. Several of these were awarded February 22, 2012. The attached agreements represent additional 2012 on-call services that are anticipated. We expect some support work from David Evans related to the SR20 Cook Road Realignment project. Reichhardt & Ebe provided 30% plans and specifications for the upcoming Metcalf and State Street Overlay Projects under an expired agreement; we anticipate some support work to complete the bid plans and specifications. LJF is used to scan oversized plans for our ongoing archiving of our record drawings.

Following is a list of these agreements and proposed use:

2012-PS-10 – David Evans and Associates – NTE \$25,000 – on-call engineering and grant writing  
2012-PS-11 – Reichhardt & Ebe Engineering Inc. – NTE \$25,000 – on-call engineering and grant writing  
2012-PS-12 – LJF Document Imaging Services – NTE \$1,000 – document imaging services

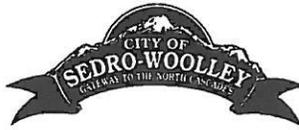
**FINANCE**

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

001.000.020.532.20.41.00 Professional Services – Engineering \$10,000  
401.000.035.535.80.41.00 Professional Services - Sewer Fund \$49,200  
425.000.039.539.80.41.00 Professional Services – Stormwater \$12,680

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2012-PS-10 through 12 as noted above for miscellaneous on-call professional service agreements.***



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-10**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **15th** day of **March, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **David Evans and Associates Inc.** whose address is **415-118<sup>th</sup> Avenue SE, Bellevue, WA 98005-3518**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering, Surveying, Review and Engineering Support Consultant and Grant Writing Assistance as assigned by task order** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

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

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

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

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

The service of the Contractor is to be completed

- not later than \_\_\_\_\_  
 pursuant to the schedule set forth on Attachment C, Schedule of Work.

#### **4. Standard of Care.**

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

#### **5. Delays and Extensions of Time.**

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

#### **6. Compensation and Schedule of Payments.**

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

Cost not to exceed \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. Ownership of Records and Documents.**

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

#### **8. Termination.**

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

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

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

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

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

### **9. Evaluation and Compliance with the Law.**

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

### **10. Joinder in Arbitration Proceedings.**

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

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

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

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

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

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

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

### **13. Insurance.**

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

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

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

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

**14. Employment Security.**

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

**15. Amendments.**

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

**16. Scope of Agreement.**

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

**17. Ratification.**

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

**18. Assignability.**

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

**19. Notices.**

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

**20. Choice of Law/Venue.**

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

**21. Attorneys Fees.**

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

**22. Non-exclusive Agreement.**

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

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

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

**25. Debarment.**

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

DATED this **15th** day of **February, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

David Evans and Associates Inc.

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

# EXHIBIT B

## FEE SCHEDULE

### AUDITED COST PLUS

David Evans and Associates, Inc. - Puget Sound Region

Date Last Revised: February 13, 2012

City of Sedro Woolley - 2012 On-Call Transportation Engineering Services

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
<b>ADMINISTRATIVE</b>		
Principal In Charge (PICH)	\$152.57	\$268.51
Senior Project Manager (SPJM)	\$152.57	\$244.10
Project Manager (PMGR)	\$122.05	\$234.95
Executive Administrator (EXAD)	\$70.18	\$155.62
Project Administrator (PADM)	\$54.92	\$94.59
Administrative Assistant (ADMA)	\$42.72	\$94.59
Office Assistant (OFFA)	\$30.51	\$54.92
<b>ENGINEERING</b>		
Engineering Manager (ENGM)	\$146.46	\$244.10
Managing Professional Engineer (MGPE)	\$122.05	\$225.80
Senior Professional Engineer (SPEN)	\$91.54	\$207.49
Professional Engineer (PFEN)	\$76.28	\$140.36
Transmission Engineer (TRNS)	\$97.64	\$140.36
Electrical Engineer (ELEC)	\$91.54	\$207.49
Sr. Design Engineer (SDEN)	\$97.64	\$140.36
Design Engineer (DEEN)	\$61.03	\$125.10
Designer (DESG)	\$45.77	\$85.44
Design Technician (DETE)	\$30.51	\$67.13
CADD Manager (CADM)	\$67.13	\$137.31
3D CADD Simulation Technician (CA3D)	\$67.13	\$137.31
Sr. CADD Technician (SCAD)	\$67.13	\$137.31
CADD Designer (CDSN)	\$61.03	\$103.74
CADD Technician (CADD)	\$42.72	\$88.49
Intern (INTN)	\$33.56	\$51.87
<b>STRUCTURAL ENGINEERING</b>		
Senior Structural Engineer (SSTE)	\$91.54	\$201.39
Senior Bridge Engineer (SBEN)	\$115.95	\$183.08
Structural Engineer (STEN)	\$61.03	\$140.36
Bridge Engineer (BREN)	\$61.03	\$140.36
<b>CONSTRUCTION ENGINEERING</b>		
Senior Construction Inspector (SCIN)	\$109.85	\$152.57
Construction Inspector (CINS)	\$91.54	\$122.05
Construction Engineer (CENG)	\$61.03	\$109.85
<b>GIS</b>		
GIS Manager (GISM)	\$97.64	\$137.31
Sr. GIS Specialist (SGIS)	\$73.23	\$106.80
<b>LANDSCAPE ARCHITECTURE</b>		
Landscape Architecture Manager (LAMN)	\$91.54	\$134.26
Sr. Landscape Architect (SLAN)	\$82.39	\$134.26
Landscape Architect (LAAR)	\$45.77	\$91.54

**FEE SCHEDULE**

**AUDITED COST PLUS**

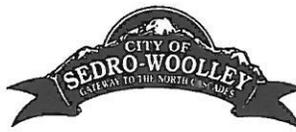
**David Evans and Associates, Inc. - Puget Sound Region**

Date Last Revised: February 13, 2012

**City of Sedro Woolley - 2012 On-Call Transportation Engineering Services**

PROFESSIONAL CLASSIFICATION	HOURLY BILLING RATE	
	Min	Max
Sr. Landscape Designer (SLAD)	\$57.97	\$106.80
NATURAL RESOURCES		
Natural Resources Manager (NATR)	\$122.05	\$234.95
Managing Scientist (MSCI)	\$115.95	\$186.13
Sr. Scientist (SSCI)	\$76.28	\$152.57
Scientist (SCIT)	\$45.77	\$100.69
Field Scientist (FSCI)	\$30.51	\$51.87
Sr. Environmental Planner (SEVP)	\$88.49	\$134.26
Environmental Planner (ENVP)	\$45.77	\$119.00
WATER RESOURCES		
Water Resources Engineer (WREN)	\$97.64	\$152.57
PLANNING		
Sr. Planner (SPLN)	\$106.80	\$198.33
Planner (PLNR)	\$45.77	\$119.00
PUBLIC RELATIONS		
Public Relations Manager (PRMR)	\$91.54	\$167.82
Public Relations Coordinator (PRCO)	\$45.77	\$100.69
Sr. Graphic Specialist (SGRP)	\$54.92	\$106.80
Graphic Specialist (GRPH)	\$36.62	\$61.03
SURVEYING		
Survey Manager (SVYM)	\$122.05	\$234.95
Sr. Professional Land Surveyor (SPLS)	\$97.64	\$195.28
Professional Land Surveyor (PLSU)	\$61.03	\$140.36
Project Surveyor (PSVR)	\$67.13	\$119.00
Survey Technician (SVTE)	\$42.72	\$106.80
Party Chief (PCHF)	\$54.92	\$106.80
Instrument Person (INST)	\$36.62	\$85.44

Negotiated Overhead Rate:	175.13% of Direct Labor
Negotiated Fee Rate:	30.00% of Direct Labor
<b>Total</b>	<b>205.13% of Direct Labor</b>



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-11**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this 15<sup>th</sup> day of **March, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Reichhardt & Ebe Engineering Inc.**, whose address is **813 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering Services as assigned by task order** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

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

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

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

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

#### **4. Standard of Care.**

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

#### **5. Delays and Extensions of Time.**

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

#### **6. Compensation and Schedule of Payments.**

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

Cost not to exceed \$ **25,000.00** without prior approval of the Director of Public Works/City Engineer.

#### **7. Ownership of Records and Documents.**

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

#### **8. Termination.**

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

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

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

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

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

### **9. Evaluation and Compliance with the Law.**

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

### **10. Joinder in Arbitration Proceedings.**

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

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

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

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

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

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

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

### **13. Insurance.**

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

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

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

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

**14. Employment Security.**

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

**15. Amendments.**

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

**16. Scope of Agreement.**

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

**17. Ratification.**

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

**18. Assignability.**

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

**19. Notices.**

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

**20. Choice of Law/Venue.**

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

**21. Attorneys Fees.**

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

**22. Non-exclusive Agreement.**

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

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

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

**25. Debarment.**

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

DATED this **10th** day of **February, 2011**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

Reichhardt and Ebe Engineering Inc.

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

REICHHARDT & EBE ENGINEERING INC.

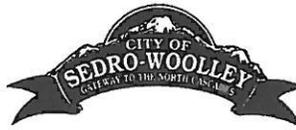
January 2012  
2012 Non-Federal Billing Rate

Classification	Pay Range	Multiplier	Base Rate	Bill Rate
<b>Engineer</b>				<b>2011</b>
E-I	19.50 - 21.49	2.83	20.50	<b>58.02</b>
E-II	21.50 - 25.49	2.83	23.50	<b>66.51</b>
E-III	25.50 - 29.49	2.83	27.50	<b>77.83</b>
E-IV	29.50 - 33.49	2.83	31.50	<b>89.15</b>
E-V	33.50 - 37.49	2.83	35.50	<b>100.47</b>
E-VI	37.50 - 41.49	2.83	39.50	<b>111.79</b>
E-VII	41.50 - 45.49	2.83	43.50	<b>123.11</b>
<b>Technical/CAD</b>				
T-I	12.50 - 17.49	2.83	15.00	<b>42.45</b>
T-II	17.50 - 19.49	2.83	18.50	<b>52.36</b>
T-III	19.50 - 21.49	2.83	20.50	<b>58.02</b>
T-IV	21.50 - 25.49	2.83	23.50	<b>66.51</b>
T-V	25.50 - 29.49	2.83	27.50	<b>77.83</b>
T-VI	29.50 - 34.49	2.83	32.00	<b>90.56</b>
<b>Clerical</b>				
C-I	7.00 - 13.49	2.83	10.50	<b>29.72</b>
C-II	13.50 - 15.49	2.83	14.50	<b>41.04</b>
C-III	15.50 - 17.49	2.83	16.50	<b>46.70</b>
C-IV	17.50 - 19.49	2.83	18.50	<b>52.36</b>

Updated 01/13/12

**RE: Federal Jobs**  
2009 DESK-AUDITED DOT Rate 105.29%  
2010 DOT Rate per Jay (Not Audited) - 110.70%

**EXHIBIT B**



**PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-12**  
*(To be used for engineering, professional, and consultant services)*

This Agreement made and entered into this **15th** day of **March, 2012** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **LJF Document Imaging Services**, whose address is **PO Box 131, Rockport, WA 98283**, hereinafter referred to as the "Contractor".

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

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

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

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

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

**1. Scope of Services.**

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Document Imaging Services** that are requested by the City of Sedro-Woolley.

**2. Relationship of Parties.**

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

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

**3. Time of Performance.**

The service of the Contractor is to commence

on or before \_\_\_\_\_

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

not later than \_\_\_\_\_

[ ] pursuant to the schedule set forth on Attachment C, Schedule of Work.

#### **4. Standard of Care.**

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

#### **5. Delays and Extensions of Time.**

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

#### **6. Compensation and Schedule of Payments.**

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

Cost not to exceed \$ 1,000.00 without prior approval of the Director of Public Works/City Engineer.

#### **7. Ownership of Records and Documents.**

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

#### **8. Termination.**

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

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

a) Material violation of this agreement.

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

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

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

### **9. Evaluation and Compliance with the Law.**

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

### **10. Joinder in Arbitration Proceedings.**

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

### **11. City Business and Occupation License.**

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

### **12. Indemnification.**

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

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

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

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

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

### **13. Insurance.**

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

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$2 Million**) as are acceptable to the City. (*Waived – MF*)

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

*(Waived – MF)*

**14. Employment Security.**

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

**15. Amendments.**

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

**16. Scope of Agreement.**

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

**17. Ratification.**

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

**18. Assignability.**

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

**19. Notices.**

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

**20. Choice of Law/Venue.**

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

**21. Attorneys Fees.**

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

**22. Non-exclusive Agreement.**

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

**23. MRSC Roster Registration.**

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

**24. Washington State Department of Retirement Systems.**

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

**25. Debarment.**

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

DATED this **15th** day of **March, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

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

Attest:

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

Approved as to Form:

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

CONTRACTOR:

LJF Document Imaging Services

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

Dear Julie:

Following are process and related pricing parameters that covers most ERM (Electronic Records Management) projects.

**Process:**

- I will prepare, scan, and analyze standard size documents 11x14 and under.
- I will prepare, scan, and analyze larger format size document 12x18 to 36x48.
- I can provide color replications up to 12x18.
- Preparation of all your paper items to be converted will be performed in a controlled process to insure items are returned to their original folders in a manner and order requested by you.
- I will deliver your digital file images in multi-page PDF and/or Tiff file format, indexed by file name per your specifications, and stored in a searchable registry.
- Finished deliverable will be a copy of the completed registry on CD, DVD, or other storage device if requested.

**Pricing:**

Below are 2 pricing options for your consideration.

A.) Strait Hourly: I will perform all processes and provide deliverables described above, along with any other requests that you might have for \$30.00 an hour.

B.) Price per Process: I will perform all processes and provide deliverables described above for the following pricing breakdown.

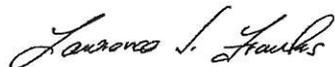
- Scan standard size documents up to 11x18 \$0.25 each
- Color replications \$1.00 each
- Scan large format documents 12x18 \$1.00 each
- Scan large format document >12x18 up to 24x36 \$1.50 each
- Scan large format document >24x36 \$2.00 each
- Simple Sequential Indexing up to 2 index fields Included
- Simple Indexing Examples: (Smith John, Smith Rob, Smith Tom); (Projects 1988, Vacations 1988, Notes 1988); 422 H Ave., 500 H Ave., 820 H Ave.)
- Initial CD/DVD – one copy Included
- Handling Processes \$30.00 hr

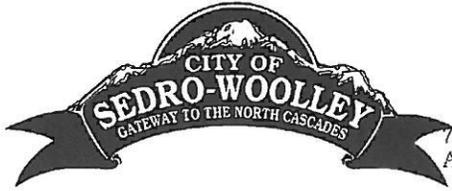
Handling Processes is defined as all processes other than scanning to include:

- Pre-scan file preparation of all size documents and re-assembly of hard files.
- Append/insert related digital images to existing digital multi-page files, such as updated documents, color or grey scale items, and large format images which are processed in separate scan flows.
- Complex indexing: Non sequential numbering or alpha indexing; Reference numbering 4 digits or more; Simple indexing requiring more than 2 index fields.
- More Indexing Concepts: There are deeper indexing concepts that we can explore if that is your preference, such as OCR, database file links, and Excel creation and management.

Thank you for your continued interest Julie; I am confident that you and the City of Sedro-Woolley will be pleased with my services.

Lawrence Franks





CITY COUNCIL AGENDA  
REGULAR MEETING

MAR 14 2012

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

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

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

---

MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible bid award – Public Works Agreement Nos. 2012-PW-15  
2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection**  
DATE: March 8, 2012 (for Council action March 14, 2012)

**ISSUE**

Should Mayor Anderson execute the attached Public Works Agreement No. 2012-PW-15 for the 2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection contract with Detech Inc. of Issaquah, WA in the amount not to exceed \$3,000?

**BACKGROUND/DISCUSSION**

The city closed bids on March 1, 2012 under the MRSC Small Works Roster process for this contract, with three bids received. The bid tabulation is attached. The bid comparison was based on the estimated annual maintenance, five year or six year maintenance and recharge requirements for the various size and type of fire extinguishers listed, plus servicing for two kitchen hood systems. Detech Inc. of Issaquah, WA is the low bidder with an annual bid of \$1,498.57. The actual amount of the contract may vary from the bid total as the exact number of fire extinguisher services is to be determined. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

The low bid from Detech Inc. is considerably under the second and third bids. The bid is also considerably under the annual cost over the past few years as performed by Alpine Fire, which was comparable to the amount of the second bid (Alpine did not submit a bid for this project). Detech has bid the five or six year maintenance and hydrostatic test items considerably under the other bids. Detech is confident of their numbers and ability to perform. They have been in business since 2005 and appear to have the experience and certifications to perform. The annual savings will be approximately \$1,500.

**FINANCE**

The work will be generally funded as follows:  
101.000.076.576.80.48.01 - 18 Repair & Maintenance – per facility - \$48,000  
103.000.042.542.30.35.00 Street Small Tools/Minor Equipment - \$4,000  
401.000.035.535.50.48.60 WTF Maintenance of Buildings - \$1,000  
412.000.037.537.50.48.10 Repairs/Maint-Building - \$5,000

The contract is a two year agreement, running though December 31, 2013, at an estimated \$1,500 per year, with a total not to exceed \$3,000.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2012-PW-15 with Detech Inc. of Issaquah, WA in the amount not to exceed \$3,000.***



**BID TABULATION**

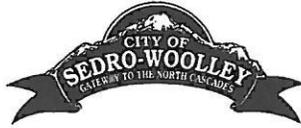
2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection

BY: Mark A. Freiberg

March 8, 2012

Bidder Name:		Detch Inc. WA		Issaquah, WA		Guardian Security WA		Bellingham, WA		SimplexGrinnell, LP Seattle, WA			
Item	Description/Extinguisher Class	Annual Maintenance	5 or 6-Year Maintenance	Hydrostatic Test & 5 year or 6-Year Maintenance	Recharge	Estimated Annual Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	2.5# ABC Dry Chemical Extinguisher	x				18	4.00	72.00	4.00	72.00	5.00	90.00	
2	2.5# ABC Dry Chemical Extinguisher		x			2	4.00	8.00	25.00	50.00	30.90	61.80	
3	2.5# ABC Dry Chemical Extinguisher			x		4	4.00	16.00	35.00	140.00	38.60	154.40	
4	2.5# ABC Dry Chemical Extinguisher				x	1	10.00	10.00	20.00	20.00	25.40	25.40	
5	2.5G WP Extinguisher	x				2	4.00	8.00	4.00	8.00	5.00	10.00	
6	2.5G WP Extinguisher		x			1	4.00	4.00	135.00	135.00	29.10	29.10	
7	2.5G WP Extinguisher			x		1	4.00	4.00	170.00	170.00	31.10	31.10	
8	2.5G WP Extinguisher				x	1	10.00	10.00	105.00	105.00	23.60	23.60	
9	2.5# Clean Guard Extinguisher	x				2	4.00	8.00	4.00	8.00	5.00	10.00	
10	2.5# Clean Guard Extinguisher		x			1	4.00	4.00	175.00	175.00	169.40	169.40	
11	2.5# Clean Guard Extinguisher			x		1	4.00	4.00	30.00	30.00	187.88	187.88	
12	2.5# Clean Guard Extinguisher				x	1	10.00	10.00	150.00	150.00	169.40	169.40	
13	5# ABC Dry Chemical Extinguisher	x				78	4.00	312.00	4.00	312.00	5.00	390.00	
14	5# ABC Dry Chemical Extinguisher		x			1	4.00	4.00	25.00	25.00	34.50	34.50	
15	5# ABC Dry Chemical Extinguisher			x		13	4.00	52.00	35.00	455.00	42.20	548.60	
16	5# ABC Dry Chemical Extinguisher				x	1	10.00	10.00	20.00	20.00	29.00	29.00	
17	5.5# BC Dry Chemical Extinguisher	x				2	4.00	8.00	4.00	8.00	5.00	10.00	
18	5.5# BC Dry Chemical Extinguisher		x			1	4.00	4.00	25.00	25.00	34.50	34.50	
19	5.5# BC Dry Chemical Extinguisher			x		1	4.00	4.00	35.00	35.00	42.20	42.20	
20	5.5# BC Dry Chemical Extinguisher				x	1	10.00	10.00	20.00	20.00	29.00	29.00	
21	6# ABC Dry Chemical Extinguisher	x				4	4.00	16.00	4.00	16.00	5.00	20.00	
22	6# ABC Dry Chemical Extinguisher		x			2	4.00	8.00	25.00	50.00	34.50	69.00	
23	6# ABC Dry Chemical Extinguisher			x		1	4.00	4.00	35.00	35.00	42.20	42.20	
24	6# ABC Dry Chemical Extinguisher				x	1	10.00	10.00	20.00	20.00	29.00	29.00	
25	10# ABC Dry Chemical Extinguisher	x				45	5.00	225.00	4.00	180.00	5.00	225.00	
26	10# ABC Dry Chemical Extinguisher		x			1	5.00	5.00	25.00	25.00	41.70	41.70	
27	10# ABC Dry Chemical Extinguisher			x		1	5.00	5.00	35.00	35.00	49.40	49.40	
28	10# ABC Dry Chemical Extinguisher				x	1	15.00	15.00	20.00	20.00	36.20	36.20	
29	20# ABC Dry Chemical Extinguisher	x				8	6.00	48.00	4.00	32.00	5.00	40.00	
30	20# ABC Dry Chemical Extinguisher		x			1	6.00	6.00	25.00	25.00	52.50	52.50	
31	20# ABC Dry Chemical Extinguisher			x		1	6.00	6.00	35.00	35.00	60.20	60.20	
32	20# ABC Dry Chemical Extinguisher				x	1	20.00	20.00	20.00	20.00	47.00	47.00	
33	15# CO2 Extinguisher	x				2	10.00	20.00	4.00	8.00	5.00	10.00	
34	15# CO2 Extinguisher		x			1	10.00	10.00	35.00	35.00	36.90	36.90	
35	15# CO2 Extinguisher			x		1	15.00	15.00	35.00	35.00	46.80	46.80	
36	15# CO2 Extinguisher				x	1	25.00	25.00	25.00	25.00	31.40	31.40	
37	2.5# Halon Extinguisher	x				1	5.00	5.00	4.00	4.00	5.00	5.00	
38	2.5# Halon Extinguisher		x			1	10.00	10.00	30.00	30.00	118.20	118.20	
39	2.5# Halon Extinguisher			x		1	10.00	10.00	50.00	50.00	136.68	136.68	
40	2.5# Halon Extinguisher				x	1	20.00	20.00	30.00	30.00	118.20	118.20	
41	5# Halon Extinguisher	x				5	5.00	25.00	4.00	20.00	5.00	25.00	
42	5# Halon Extinguisher		x			1	10.00	10.00	30.00	30.00	166.32	166.32	
43	5# Halon Extinguisher			x		1	10.00	10.00	50.00	50.00	184.80	184.80	
44	5# Halon Extinguisher				x	1	20.00	20.00	30.00	30.00	166.32	166.32	
45	13# Halon Extinguisher	x				1	5.00	5.00	4.00	4.00	5.00	5.00	
46	13# Halon Extinguisher		x			1	10.00	10.00	30.00	30.00	320.32	320.32	
47	13# Halon Extinguisher			x		1	20.00	20.00	50.00	50.00	339.80	339.80	
48	13# Halon Extinguisher Community Center - Design Magic Suppression System w/Kidde Aqua Blue Model WHDR-250 Kitchen Hood System				x	1	40.00	40.00	30.00	30.00	320.32	320.32	
49	Senior Center - Range Guard Model 4G5 Kitchen Hood System	x				1	100.00	100.00	150.00	150.00	150.00	150.00	
50	Kitchen Hood System	x				1	100.00	100.00	150.00	150.00	150.00	150.00	
51	Minimum Service Charge if appl.					1	INC	INC	-	-	65.00	65.00	
52	Hazardous Materials Charge if appl.					1	INC	INC	-	-	11.00	11.00	
53	Fuel Surcharge if applicable					1	INC	INC	-	-	NA	NA	
54	Tamper Seal per each if not included					1	INC	INC	-	-	NA	NA	
<b>SUBTOTAL</b>								1,385.00			3,217.00		5,198.14
Sales Tax at 8.2%								113.57			263.79		426.25
<b>ESTIMATED TOTAL</b>								1,498.57			3,480.79		5,624.39

- NOTES:
1. Include any materials in recharge item.
  2. Contractor must be certified to service Kidde and Range Guard hood units.
  3. Items 51 through 54 are if applicable. Please indicate "NA" or "INC" if these charges are not applicable or included in base unit prices or otherwise clarify how these apply.
  4. An Excel version of this Bid Proposal Form is available on request.



## PUBLIC WORKS AGREEMENT 2012-PW-15

### Project Name:

#### **2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Detech Inc**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Contractor shall provide portable fire extinguisher and kitchen hood service and inspections to various City of Sedro-Woolley sites as stated in Invitation to Bid dated February 21, 2012, attached hereto as Exhibit A.**

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

#### **A. Definitions and Terms:**

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

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

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

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Shane Walley, Public Operations Supervisor**, as its Project Manager. Contractor designates **Douglas Gedney** as its Project Manager.

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

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

**E. Bonding Requirements:** Not required.

**F. Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive liability insurance** covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

G. **Traffic Control:** Not required.

### III. PAYMENT

A. Unit prices will be paid as per **Exhibit B, Detech Inc. Bid Proposal Form** attached hereto. The maximum payable hereunder is **\$3,000 for the two year period 2012-2013**.

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

C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2013**

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

C. Scope of project: **Contractor shall provide portable fire extinguisher and kitchen hood service and inspections to various City of Sedro-Woolley sites as stated in the Invitation to Bid dated February 21, 2012.**

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

E. Indemnification.

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

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

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

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any

third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

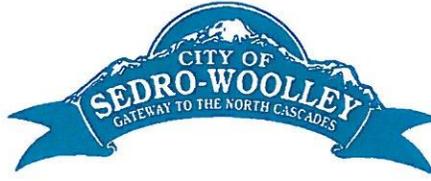
\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

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

Approved as to form:

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



# EXHIBIT A

## Invitation to Bid

### 2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection

The City of Sedro-Woolley is soliciting bids for annual service of portable fire extinguishers and kitchen fire suppression systems located throughout the city. This contract will be for the years 2012-2013. Services will be provided on an annual basis. See Attachment B attached hereto for a list of the equipment to be serviced under this contract.

Instructions to Bidders: The successful bidder will enter into an annual agreement with the city for the 2012-2013 calendar years which includes a one-time service of the equipment listed in Attachment B. All bidders must be qualified to perform services on portable fire extinguishers and kitchen fire suppression systems and must have demonstrated a past history of responsiveness, technical expertise, and professionalism.

Bids shall include total costs, including mobilization, labor, equipment, materials and obtaining necessary licenses (local and or state), to safely complete the job. Please find a list of the required tests and services in Attachment A.

Inspections and tests will be scheduled at least one (1) week in advance with the Sedro-Woolley contact listed below.

Interested contractors are to submit a completed Bid Proposal form and a Statement of Bidder's Qualifications including references utilizing the form provided.

Proposals are due by **4 pm on March 1st, 2012**. Bids may be submitted in person, by U.S. Mail, facsimile or email to: City of Sedro-Woolley, Public Works Department, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email [jrosario@ci.sedro-woolley.wa.us](mailto:jrosario@ci.sedro-woolley.wa.us). A formal bid opening will not be held. Results of the bid will be posted on the city website after award.

Basis for selection will consist of comparison of proposals for unit price services as per the Bid Proposal Form and a review of qualifications and references.

See the Public Works Agreement for this project on the city's website <http://s-wcity.net/BidsAwards/main.htm> under Bids and Awards, 2012-2013 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection for insurance and other provisions applicable to this contract.

Contractors must be registered contractors at time of bid, have a current UBI number, have industrial insurance coverage as verified by WA L&I, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. Successful bidder must have or shall obtain a Sedro-Woolley business license. Bidder shall register or maintain registration on the MRSC Consultant Roster Prior to award.

The City of Sedro-Woolley reserves the right, without any liability on our part, to accept a proposal of the bidder submitting the lowest responsible bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City is served thereby.

The City of Sedro-Woolley, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For technical questions relating to the job, or to schedule a site visit to view all listed equipment, contact Shane Walley, Public Works Operations Supervisor at 360-856-5167 between the hours of 7:00 am to 3:30 pm Monday through Friday.

**ADVERTISED:** February 21, 2012 - On line at City of Sedro-Woolley Web Site at <http://www.ci.sedro-woolley.wa.us/BidsAwards/main.htm>

## ATTACHMENT A – TESTING REQUIREMENTS

The typical annual **Portable Fire Extinguisher Inspection and Service** shall consist of the following tasks, as well as, any and all tasks required in order to conform to all applicable NFPA, Federal, State, OSHA and Local Authority having jurisdiction Standards, Regulations, Codes and Requirements:

- Check that unit is properly hung with the proper manufacturer's hanger.
- Remove the extinguisher from its hanger.
- Check the gauge pressure.
- Check the condition of the gauge and its compatibility with the extinguisher.
- Check the weight of the extinguisher.
- Check that the last hydro-test test date is within code requirements.
- Check the last 6-year maintenance inspection for compliance, if applicable.
- Check the last 12-year maintenance inspection for compliance, if applicable.
- Check the valve and shell for damage or corrosion.
- Remove the hose and inspect it for cracks or splits.
- Check the hose threads for signs of wear.
- Perform conductivity test on hose, per NFPA 10
- Check the condition of the discharge horn.
- Check for obstructions that interfere with accessibility of the extinguisher.
- Break the extinguisher seal and remove the locking pin.
- Check the upper and lower handles.
- Replace safety disk, if necessary.
- Verification of service collar, replace if necessary.
- Replace o-ring, if necessary.
- Replace the locking pin and reseal the extinguisher.
- Check the valve opening for powder or any foreign matter.
- Refill extinguishers, if needed.
- For dry extinguishers, fluff the powder by turning the unit.
- Clean the extinguisher shell with spray cleaner.
- Return the hose to its proper position.
- Check the condition of the hose/horn retention band at the side of the extinguisher.
- Check that the unit's classification is properly identified with the appropriate decal.
- Check that the operating instructions are clean and legible.
- Tag the extinguisher properly.
- Survey the hazard area to verify that the unit classification corresponds with the hazard.
- Check that the unit is properly located within the normal path of travel, at a conspicuous height.
- Check that the unit is visible and unobstructed.
- Insure HMIS label is in place and legible.
- Replace the extinguisher on its hanger.
- Compile a detailed report of the inspection and provide a legible written copy to the city.
- Maintain a record of tests and inspection due dates by equipment location to be made available on request.

## ATTACHMENT A – TESTING REQUIREMENTS (Continued)

The typical annual **Kitchen Hood Suppression System Inspection and Service** shall consist of the following tasks, as well as, any and all tasks required in order to conform to all applicable NFPA, Federal, State, OSHA and Local Authority having jurisdiction Standards, Regulations, Codes and Requirements:

Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.

Check the last 12-year maintenance inspection for compliance, if applicable.

Test remote pulls for condition and operation.

Perform an automatic trip test of the system.

Test manual release of the system.

Verify mechanical operation of the system.

Verify the gas shutoff function, if applicable.

Verify the electrical shutoff function, if applicable.

Replace fusible links where required.

Refill system, if needed.

Conductivity test of all carbon dioxide hose assemblies.

Check system components for cleanliness.

Restore the system to normal operation.

Reset the system.

Inspect suppression agent cylinder.

Verify the cylinder/cartridge pressure, agent weight and condition.

Check that the last hydro-test test date is within code requirements.

Inspect and verify piping/bracing to manufacturer's specifications.

Inspect all nozzles and verify that they are properly aimed, free of blockage and have proper blow-off caps intact, replace if necessary.

Verify that the Owner's Manual is available on-site.

Replace nozzle caps.

Inquire about general occupancy relating to the kitchen fire suppression system in accordance with NFPA recommended procedures.

Inspect for any changes in the hazard area that may affect the performance and reliability of the fire suppression system.

Tag devices as required and perform required record-keeping.

Compile a detailed report of the inspection and provide a legible written copy to the city.

Familiarize the Customer with proper operation of the equipment.

## ATTACHMENT B - EQUIPMENT LIST

### Solid Waste Department

Quantity	Size	Type
4	20	A,B,C
8	5	A,B,C
10	10	A,B,C
1	6	A,B,C
3	2.5	A,B,C
3	5	Halon
1	13	Halon
2	5	B,C

### Waste Water Treatment Department

Quantity	Size	Type
2	2.5	B,C
4	2.5	A,B,C
1	2.5	Halon
4	5	B,C
18	5	A,B,C
14	10	A,B,C
2	2.5	Clean Guard

### Community Center

Quantity	Size	Type
2	10	A,B,C
1	5.5	B,C
1	Kitchen Hood System	

### Senior Center

Quantity	Size	Type
2	5	A,B,C
1	5.5	B,C
1	Kitchen Hood System	

### Parks Department

Quantity	Size	Type
6	5	A,B,C
2	10	A,B,C
2	2.5	A,B,C

### Municipal Building

Quantity	Size	Type
16	5	A,B,C

**ATTACHMENT B - EQUIPMENT LIST (Continued)**

**Street Department**

Quantity	Size	Type
17	5	A,B,C
2	2.5	B,C
3	2.5	A,B,C
6	10	A,B,C

**Cemetery Department**

Quantity	Size	Type
2	10	A,B,C
3	5	A,B,C
1	6	A,B,C
2	2.5	A,B,C

**Library**

Quantity	Size	Type
1	10	A,B,C
2	6	A,B,C
1	5	A,B,C

# EXHIBIT B

City of Sedro-Woolley, Washington  
 BID PROPOSAL FORM

2012-2013 Annual Portable Fire Extinguisher and Kitchen and Hood Service and Inspection

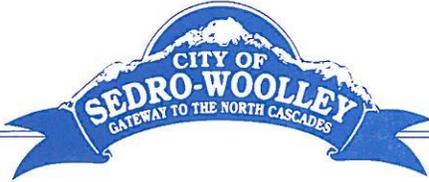
Bidder Name: Detech Inc.

Line Item	Description/Extinguisher Class	Annual Maintenance	5 or 6-Year Maintenance	Hydrostatic Test & 5 or 6-Year Maintenance	Recharge	Estimated Annual Quantity	Unit Price	Total
1	2.5# ABC Dry Chemical Extinguisher	X				18	4.00	72.00
2	2.5# ABC Dry Chemical Extinguisher		X			2	4.00	8.00
3	2.5# ABC Dry Chemical Extinguisher			X		4	4.00	16.00
4	2.5# ABC Dry Chemical Extinguisher				X	1	10.00	10.00
5	2.5G WP Extinguisher	X				2	4.00	8.00
6	2.5G WP Extinguisher		X			1	4.00	4.00
7	2.5G WP Extinguisher			X		1	4.00	4.00
8	2.5# Clean Guard Extinguisher				X	1	10.00	10.00
9	2.5# Clean Guard Extinguisher	X				2	4.00	8.00
10	2.5# Clean Guard Extinguisher		X			1	4.00	4.00
11	2.5# Clean Guard Extinguisher			X		1	4.00	4.00
12	2.5# Clean Guard Extinguisher				X	1	10.00	10.00
13	5# ABC Dry Chemical Extinguisher	X				78	4.00	312.00
14	5# ABC Dry Chemical Extinguisher		X			1	4.00	4.00
15	5# ABC Dry Chemical Extinguisher			X		13	4.00	52.00
16	5.5# BC Dry Chemical Extinguisher				X	1	10.00	10.00
17	5.5# BC Dry Chemical Extinguisher	X				2	4.00	8.00
18	5.5# BC Dry Chemical Extinguisher		X			1	4.00	4.00
19	5.5# BC Dry Chemical Extinguisher			X		1	4.00	4.00
20	5.5# BC Dry Chemical Extinguisher				X	1	10.00	10.00
21	6# ABC Dry Chemical Extinguisher	X				4	4.00	16.00
22	6# ABC Dry Chemical Extinguisher		X			2	4.00	8.00
23	6# ABC Dry Chemical Extinguisher			X		1	4.00	4.00
24	6# ABC Dry Chemical Extinguisher				X	1	10.00	10.00
25	10# ABC Dry Chemical Extinguisher	X				45	5.00	225.00
26	10# ABC Dry Chemical Extinguisher		X			1	5.00	5.00
27	10# ABC Dry Chemical Extinguisher			X		1	5.00	5.00
28	10# ABC Dry Chemical Extinguisher				X	1	15.00	15.00
29	20# ABC Dry Chemical Extinguisher	X				8	6.00	48.00
30	20# ABC Dry Chemical Extinguisher		X			1	6.00	6.00
31	20# ABC Dry Chemical Extinguisher			X		1	6.00	6.00
32	20# ABC Dry Chemical Extinguisher				X	1	20.00	20.00
33	15# CO2 Extinguisher	X				2	10.00	20.00
34	15# CO2 Extinguisher		X			1	10.00	10.00
35	15# CO2 Extinguisher			X		1	15.00	15.00
36	15# CO2 Extinguisher				X	1	25.00	25.00
37	2.5# Halon Extinguisher	X				1	5.00	5.00
38	2.5# Halon Extinguisher		X			1	10.00	10.00
39	2.5# Halon Extinguisher			X		1	10.00	10.00
40	2.5# Halon Extinguisher				X	1	10.00	10.00
41	5# Halon Extinguisher	X				5	5.00	25.00
42	5# Halon Extinguisher		X			1	10.00	10.00
43	5# Halon Extinguisher			X		1	10.00	10.00
44	5# Halon Extinguisher				X	1	20.00	20.00
45	13# Halon Extinguisher	X				1	5.00	5.00
46	13# Halon Extinguisher		X			1	10.00	10.00
47	13# Halon Extinguisher			X		1	20.00	20.00
48	13# Halon Extinguisher				X	1	40.00	40.00
49	Community Center - Design Magic Suppression System w/Kidde Aqua Blue Model WHDR-250 Kitchen Hood System	X				1	100.00	100.00
50	Senior Center - Range Guard Model 4G5 Kitchen Hood System	X				1	100.00	100.00
51	Minimum Service Charge if applicable					1	INCLUDED	INCLUDED
52	Hazardous Materials Charge if applicable					1	INCLUDED	INCLUDED
53	Fuel Surcharge if applicable					1	INCLUDED	INCLUDED
54	Tamper Seal per each if not included					1	INCLUDED	INCLUDED
	<b>SUBTOTAL</b>							
	Sales Tax at 8.2%							1,385.00
	<b>ESTIMATED TOTAL</b>							<b>1,498.57</b>
	www.detech-inc.us							

MAR 14 2012

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

---



DATE: March 14, 2012  
TO: Sedro-Woolley City Council  
FROM: Mayor Mike Anderson  
SUBJECT: APPOINTMENT TO HOUSING AUTHORITY

There is currently an opening on the Sedro-Woolley Housing Authority Board. Fay Huggins term ended December 31, 2011 and she chose not to seek another term, therefore, I would like to appoint Reta Stephenson to the Board. Her term will expire December 31, 2016.

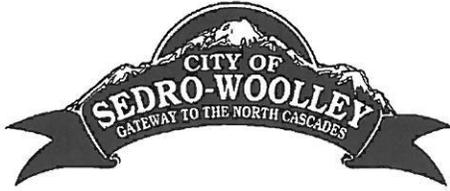
CITY COUNCIL AGENDA  
REGULAR MEETING

MAR 14 2012

CITY OF SEDRO-WOOLLEY

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 39

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



Mike Anderson  
Mayor

---

MEMO TO: City Council  
FROM: Mike Anderson  
RE: Planning Commission  
DATE: March 14, 2012

**ISSUES**

1. Should the Council confirm the Mayor's appointment of Joe Franett to the Planning Commission?
2. Should the Council confirm the Mayor's reappointment of Jennifer Eldred to the Planning Commission?

**PROJECT DESCRIPTION / HISTORY**

SWMC 2.48 empowers the Mayor to appoint members of the Planning Commission and the Council to confirm the appointment.

Joe Franett would complete Terry Carter's term, which expires December 31, 2013.

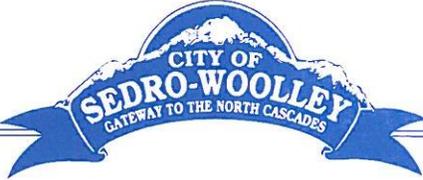
Jennifer Eldred's new term would expire December 31, 2017.

**RECOMMENDED ACTION**

Motion to confirm the Mayor's appointment of Joe Franett and reappointment of Jennifer Eldred to the Planning Commission.

MAR 14 2012

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

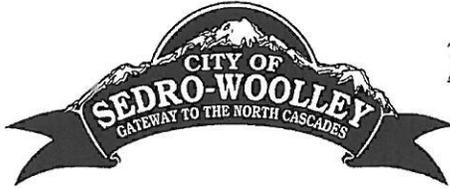


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

MAR 14 2012



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

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

Eron M. Berg  
City Supervisor/City Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Today in America  
FOR MEETING ON: March 14, 2012

**ISSUE:** Should the city participate in a Today in America advertising/story piece about Sedro-Woolley and if so, how much money should the city contribute?

**BACKGROUND:** Sedro-Woolley has been approached by Today in America to participate in their Hidden Gems to Live, Work and Play in their Re-Discovering America series covering small towns in America that are good places to live, work and play. For a shared production cost of about \$26,000 the city would get a five minute story narrated by Terry Bradshaw that would be broadcast on regional cable TV 34 times and once on national TV. The city would own the license to the story and could use it in the future – this cost also includes the B-roll footage which the city could use as it sees fit.

The Chamber is very interested in this project and has solicited contributions from the Port (\$10,000) and Skagit County (\$10,000) and is waiting to hear from those potential partners. The request tonight is for the Council to consider supporting the project; authorizing the agreement with Today in America (attached) and to fund a portion of this project.

Additional information is available at [www.todayinamericatv.com](http://www.todayinamericatv.com)

Pola Kelley is planning to attend the Council meeting to address this project in more detail.

**RECOMMENDATION:** Motion to authorize the City Supervisor to sign the agreement with Today in America and to fund this project with \$\_\_\_\_\_.



**TODAY  
IN  
AMERICA** *Participation Guidelines*

These are the basic guidelines for participation.

Today in America (PRODUCTION COMPANY):

1. PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-over's, program editing, set design and lighting) to complete all necessary taping for completed feature for PARTICIPANT.
2. PRODUCTION COMPANY will provide PARTICIPANT with a copy of its feature, including an open and close, to which PARTICIPANT will own complete licensing rights and may use for any legal purpose.
3. This feature will air nationally and regionally in targeted DMA markets as indicated on the distribution checklist. (See preferred network list for exact national networks.)
4. PRODUCTION COMPANY will include the featured guest in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.

Featured Guest (PARTICIPANT):

1. PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network.
2. PARTICIPANT will ship sample product/service literature including input for editorial articles, press release, names and contact information of any relevant industry associations or organizations that might have an interest in the show's topic and subject matter.
3. The total scheduling fee is due thirty days from scheduling.
4. PARTICIPANT understands that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production upon PARTICIPANT'S signing of the Participation Agreement and approval by Today in America's Executive Team.
5. PARTICIPANT, if appropriate, will provide end user for third party interview (if available), company spokesperson, talent and products for shooting.

PARTICIPANT acknowledges that they will provide the questionnaire and literature in a timely manner.

*Today in America and its programs have no direct affiliation with the networks on which they air. Today in America purchases the time through cable providers, networks and/or other media seller.*

## PARTICIPATION AGREEMENT

Date: February 21, 2012  
Participant: **City of Sedro-Woolley, WA**  
Market: National (*See Distribution Checklist*)  
Show: **Today in America with Terry Bradshaw**

Project No: TIAAn-97012zb/sst  
Authorized by: Mike Anderson or Eron Berg  
Associate Producer: Zach Bunn  
Feature: 5 minute feature

### Today in America ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY will provide PARTICIPANT with a copy of its segment, and hereby grants the PARTICIPANT complete licensing rights for legal and marketing/promotional purposes.
- 3) This feature will be used on the **Today in America** show airing one (1) time nationally on Discovery Channel, and 34 times regionally through a combination of CNN Headline News and/or Regional News Networks in up to 50 markets as indicated on the distribution checklist. All airings to occur 6:00 a.m. to 11:00 p.m.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.
- 5) Content to include, but not limited to: **educate viewers on a city with a small town feel, good sense of community, and a high quality of life that is experiencing growth and prosperity; inform viewers on unique aspects of city; make viewers aware of the people, places, and things to do in surrounding area; discuss growth potential and opportunities; visuals to include lifestyle footage that supports content, on camera interviews, and third party interviews if available.**

### City of Sedro-Woolley, WA ("PARTICIPANT"):

- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty-five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$24,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/2 due thirty days from agreement execution, and 1/2 due sixty days from agreement execution.
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

*The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida. Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Today in America and its national television show has no direct affiliation with the networks on which they air. Today in America purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.*

---

Authorized Representative - Participant

Company /Position/ Print name

Date

---

Today in America Representative

CEO of Today in America

Date

# Memorandum

MAR 14 2012

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

**To:** Mayor Anderson and City Council  
**From:** Patsy Nelson   
**Date:** 2/22/2012  
**Re:** 2012 Budget Amendment #1

---

**Issue:** Should the Council adopt the attached ordinance which amends the 2012 budget?

**Background information:** The majority of the proposed changes to the 2012 Budget are to adjust beginning cash balances to actual resulting in an increase/decrease to ending cash. Funds which have other adjustments are detailed below:

	<u>Revenue</u>	<u>Expenditures</u>
<b><u>General Fund</u></b>		
<i>(Adjust salaries and related payroll taxes for 12 closure days)</i>		
001.000.000.308.00.00.00 Beginning Cash	44,687	
001.000.013.513.10.11.00 Executive Salaries		2,800
001.000.013.513.10.22.00 Social Security		225
001.000.013.513.10.23.00 PERS Retirement		200
001.000.014.514.23.11.00 Finance Salaries		2,550
001.000.014.514.23.22.00 Social Security		180
001.000.014.514.23.23.00 PERS Retirement		300
001.000.015.515.22.11.00 Legal Salaries		850
001.000.015.515.22.22.00 Social Security		60
001.000.015.515.22.23.00 PERS Retirement		60
001.000.017.517.23.11.00 IT Salaries		2,330
001.000.017.517.23.22.00 Social Security		200
001.000.017.517.23.23.00 PERS Retirement		155
001.000.019.558.20.11.00 Planning Salaries		4,840
001.000.019.558.20.22.00 Social Security		400
001.000.019.558.20.23.00 PERS Retirement		400
001.000.020.532.20.11.33 Engineering Salaries		3,000
001.000.020.532.20.22.00 Social Security		240
001.000.020.532.20.23.00 PERS Retirement		200
001.000.021.521.20.11.00 Police Salaries		10,000
001.000.021.521.20.22.00 Social Security		765
001.000.021.521.20.23.00 LEOFF & PERS retirement		545

	<u>Revenue</u>	<u>Expenditures</u>
001.000.022.522.20.11.00 Fire Salaries		7,270
001.000.022.522.20.22.00 Social Security		550
001.000.022.522.20.23.00 LEOFF Retirement		400
001.000.024.524.20.11.00 Building Salaries		2,300
001.000.024.524.20.22.00 Social Security		175
001.000.024.524.20.23.00 PERS Retirement		170
001.000.099.508.00.00.00 Ending Cash & Investments		3,522

**Parks Fund**

*(Adjust salaries and related payroll taxes for 12 closure days ,increase ending cash to minimize the need for interfund cash flow loan and re-establish the flower program)*

101.000.000.308.00.00.00 Beginning Cash	27,040	
101.000.000.367.00.00.00 Donations	5,000	
101.000.076.576.80.11.00 Salaries		8,700
101.000.076.576.80.12.00 Extra Help (flowers)		4,000
101.000.076.576.80.22.00 Social Security		960
101.000.076.576.80.23.00 PERS Retirement		940
101.000.076.576.80.24.00 Unemployment		40
101.000.076.576.80.21.00 Labor & Industries		370
101.000.099.508.00.00.00 Ending Cash		17,030

**Cemetery Fund**

*(Adjust salaries and related payroll taxes for 12 closure days and increase ending cash to minimize the need for interfund cash flow loans)*

102.000.000.308.00.00.00 Beginning Cash	15,320	
102.000.036.536.20.11.00 Salaries		2,100
102.000.036.536.20.22.00 Social Security		170
102.000.036.536.20.23.00 PERS Retirement		175
102.000.099.508.00.00.00 Ending Cash		12,875

**Street Fund**

*(Adjust salaries and related payroll taxes for 12 closure days)*

103.000.000.308.00.00.00 Beginning Cash	8,823	
103.000.042.542.30.11.00 Salaries		5,870
103.000.042.542.30.22.00 Social Security		475
001.000.042.542.30.23.00 PERS Retirement		425
103.000.099.508.00.00.00 Ending Cash		2,053

	<u>Revenue</u>	<u>Expenditures</u>
<b><u>Arterial Streets</u></b>		
<i>(TIB SR20 widening grant/loan carryover from 2011)</i>		
104.000.000.308.00.00.00 Beginning Cash	-440,453	
104.000.000.334.03.80.09 TIB Grant SR20 Widening	733,000	
104.000.000.338.34.02.00 PUD SR 20 Widening	16,832	
104.000.000.338.34.02.00 Skagit County SR 20	297,985	
104.000.042.595.63.56.10 Const SR20 Widening		359,800
104.000.042.581.20.10.00 Interfund loan repayment		271,500
104.000.099.508.00.00.00 Ending Cash		-23,936
<b><u>Library Fund</u></b>		
<i>(Adjust salaries and related payroll taxes for 12 closure days, increase ending cash to decrease the need for interfund cash flow loan, and carryover unspent grant monies)</i>		
105.000.000.308.00.00.00 Beginning Cash	38,781	
105.000.000.338.72.00.00 Skagit County Grant	7,599	
105.000.072.572.20.11.00 Salaries		4,650
105.000.072.572.20.22.00 Social Security		330
105.000.072.572.20.23.00 PERS Retirement		340
105.000.072.572.20.49.35 Early Learning		2,500
105.000.072.596.72.64.01 Books – Skagit County		7,599
107.000.099.508.00.00.00 Ending Cash		30,961
<b><u>Parks Reserve Fund</u></b>		
107.000.000.308.00.00.00 Beginning Cash	-960	
107.000.076.596.63.50.01 Capital Outlay - HHS		-357
107.000.099.508.00.00.00 Ending Cash		-603
<b><u>Special Investigations Fund</u></b>		
109.000.000.308.00.00.00 Beginning Cash	-2,150	
109.000.021.594.21.64.00 Equipment		-2,150
<b><u>Sewer Operating Fund</u></b>		
<i>(Adjust salaries and related payroll taxes for 12 closure days)</i>		
401.000.000.308.00.00.00 Beginning Cash	34,044	
401.000.035.535.80.11.00 Salaries		29,250
401.000.035.535.80.22.00 Social Security		2,250
401.000.035.535.80.23.00 PERS Retirement		2,100
401.000.099.508.00.00.00 Ending Cash		444
<b><u>Sewer Facilities Reserve</u></b>		
<i>(Adjust for interfund loan repayment in 2012 )</i>		
410.000.000.308.00.00.00 Beginning Cash	-243,559	
410.000.000.381.20.10.10 Arterial Streets Loan	271,500	
410.000.099.508.00.00.00 Ending Cash		27,941

**Solid-Waste Operations Fund**

*(Adjust salaries and related payroll taxes for 12 closure days)*

	<u>Revenue</u>	<u>Expenditures</u>
412.000.000.308.00.00.00 Beginning Cash	18,328	
412.000.037.537.80.11.00 Salaries		15,050
412.000.037.537.80.22.00 Social Security		1,160
412.000.037.537.80.23.00 PERS Retirement		1,100
412.000.099.508.00.00.00 Ending Cash		1,018

**Stormwater**

*(Adjust salaries and related payroll taxes for 12 closure days)*

425.000.000.308.00.00.00 Beginning Cash	-23,492	
425.000.000.334.03.10.00 Ecology Grant	46,070	
425.000.039.539.80.11.00 Salaries		8,310
425.000.039.539.80.22.00 Social Security		660
425.000.039.539.80.23.00 PERS Retirement		630
425.000.099.508.00.00.00 Ending Cash		12,978

**Equipment Replacement**

*(Adjust salaries and related payroll taxes for 12 closure days)*

501.000.000.308.00.00.00 Beginning Cash	3,872	
501.000.047.547.80.11.00 Salaries		1,000
501.000.047.547.80.22.00 Social Security		85
501.000.047.547.80.23.00 PERS Retirement		80
501.100.099.508.00.00.00 Ending Cash		2,707

**Recommendation:** Approve Ordinance # -12 an Ordinance amending Ordinance No. 1723-11 entitled, "An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2012."

CITY OF SEDRO-WOOLLEY  
 JANUARY 1, 2012  
 BUDGET AMENDMENT #1

Account	Name	Revenue	Expenditures
106.000.000.308.00.00.00	Beginning Cash	100.00	
106.000.099.508.00.00.00	Ending Cash		100.00
108.000.000.308.00.00.00	Beginning Cash	1,969.00	
108.000.099.508.00.00.00	Ending Cash		1,969.00
111.000.000.308.00.00.00	Beginning Cash	126.00	
111.000.099.508.00.00.00	Ending Cash		126.00
113.000.000.308.00.00.00	Beginning Cash	41.00	
113.000.099.508.00.00.00	Ending Cash		41.00
205.000.000.308.00.00.00	Beginning Cash	-2,483.00	
205.000.099.508.00.00.00	Ending Cash		-2,483.00
230.000.000.308.00.00.00	Beginning Cash	6,479.00	
230.000.099.508.00.00.00	Ending Cash		6,479.00
302.000.000.308.00.00.00	Beginning Cash	38,411.00	
302.000.099.508.00.00.00	Ending Cash		38,411.00
303.000.000.308.00.00.00	Beginning Cash	414.00	
303.000.099.508.00.00.00	Ending Cash		414.00
311.000.000.308.00.00.00	Beginning Cash	3,436.00	
311.000.099.508.00.00.00	Ending Cash		3,436.00
312.000.000.308.00.00.00	Beginning Cash	817.00	
312.000.000.597.22.00.00	Transfer out		817.00
332.000.000.308.00.00.00	Beginning Cash	194.00	
332.000.099.508.00.00.00	Ending Cash		194.00
402.000.000.308.00.00.00	Beginning Cash	74,179.00	
402.000.099.508.00.00.00	Ending Cash		74,179.00
407.000.000.308.00.00.00	Beginning Cash	8,654.00	
407.000.099.508.00.00.00	Ending Cash		8,654.00
413.000.000.308.00.00.00	Beginning Cash	59,530.00	
413.000.099.508.00.0.00	Ending Cash		59,530.00
	Total estimated to actual	<u>191,867.00</u>	<u>191,867.00</u>
	aje per memo	<u>858,267.00</u>	
	Total per ordinance	<u>1,050,134.00</u>	

AN ORDINANCE AMENDING ORDINANCE 1723-11 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2012

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2012 Budget.

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

Section 1. The 2012 Budget, adopted by Ordinance 1723-11, and passed by the City Council on December 14, 2011 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2012 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2012 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,836,909
101 PARKS FUND	767,029
102 CEMETERY FUND	155,048
103 STREET FUND	744,677
104 ARTERIAL STREET FUND	1,848,053
105 LIBRARY FUND	438,155
106 CEMETERY ENDOWMENT FUND	114,896
107 PARKS RESERVE FUND	2,643
108 STADIUM FUND (HOTEL/MOTEL)	48,102
109 SPECIAL INVESTIGATIONS FUND	10,804
111 DOG FUND	877
113 PATHS AND TRAILS FUND	41,917
205 G/O BOND REDEMPTION FUND 2008	289,033
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	293,086
302 CAPITAL PROJECTS RESERVE FUND	461,769
303 BUILDING MAINTENANCE RESERVE FUND	129,222
310 POLICE MITIGATION RESERVE FUND	63,007

311 PARKS IMPACT FEE RESERVE FUND	121,547
312 FIRE IMPACT FEE RESERVE FUND	23,648
332 PWTF SEWER CONSTRUCTION FUND	314,794
401 SEWER FUND	3,416,536
402 SEWER FACILITIES RESERVE FUND	637,560
407 98 SEWER REVENUE BOND FUND	793,681
410 SEWER CAPITAL PROJECTS RESERVE FUND	2,366,530
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,971,614
413 SOLID WASTE RESERVE FUND	174,899
425 STORMWATER FUND	479,941
501 EQUIPMENT REPLACEMENT FUND	972,214
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 22,092,473

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 14TH DAY OF MARCH, 2012.

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

ATTEST:

APPROVED AS TO FORM:

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

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