

Next Ord: 1749-12  
Next Res: 865-12

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**

**July 11, 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 1-54

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

- a. Minutes from Previous Meeting
  - b. Finance
    - Claim Checks #74738 to #74835 in the amount of \$139,302.58.
    - Payroll Checks #53372 to #53486 in the amount of \$260,025.86.
  - d. Possible Bid Award - Public Works Agreement No. 2012-PW-14 - 2012 On Call Drainage Ditch Mowing
  - e. Amendment 3 to Professional Service Agreement No. 2011-PS-13 for Construction Phase Services for the SR20, Metcalf to Township Lane Widening and Pedestrian/Bicycle Improvement Project - Reichhardt & Ebe Engineering, Inc.
4. Special Presentation - Outstanding Wastewater Treatment Plant Award by Department of Ecology...  
.....Pages 55-56
  5. Public Comment (Limited to 3-5 minutes)

**NEW BUSINESS**

6. RCW 29A.32.280 – Adopting a Resolution appointing members of committees to draft arguments for and against Sedro-Woolley Proposition 1.....Pages 59-66

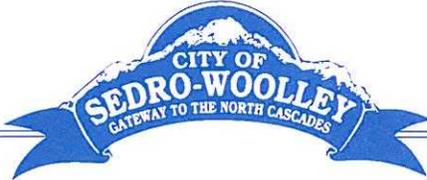
**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

**EXECUTIVE SESSION**

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

JUL 11 2012

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 13



DATE: July 11, 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 July 11, 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.

JUL 11 2012

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
June 27, 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, Planner Moore, Fire Chief Klinger and Police Lt. Tucker.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting (Including June 6, 2012 Worksession)
- Finance
  - Claim Checks #74643 to #74737 in the amount of \$1,041,079.68 (Voided Check #74666)
  - Payroll Checks #53259 to #53371 in the amount of \$194,962.94
- Designate SWHS Alumni Association Reunion at Riverfront Park a Community Event
- Agreement for Spillman Mobile Usage
- Ordinance 1744-12 – Establishing the Code Enforcement Fund
- Ordinance 1745-12 – Amending SWMC 6.08.120 to exempt Service Animals and Adding a Definition of Service Animals to Chapter 6.08 SWMC

Councilmember Wagoner questioned Item F, whether there was a governing body that regulates what a service animal is.

City Supervisor/Attorney Berg stated the definition was from the state law.

Councilmember Storrs moved to approve the consent calendar. Seconded by Councilmember Galbraith. Motion carried (7-0).

Public Comment

Raymond Fox – 901 Jameson, addressed the Council noting recently the police had confiscated all of his medical marijuana, supplies and paperwork. He wished to address the medical marijuana topic.

Mayor Anderson noted that he would have an opportunity to speak when Council discusses the topic on the agenda.

## **PUBLIC HEARING**

### Interim Zoning Control Ordinance Regarding Medical Marijuana

Planner Moore reviewed the proposed interim ordinance regarding medical marijuana. He noted passing of the ordinance would be a continuation of the moratorium and would give more time to allow the Planning Commission to review the issue and come up with regulations. Moore noted the plan is to obtain a legal review and interpretation of various US Department of Justice letters and, depending on the outcome, the Planning Commission will hold public hearings, review draft ordinances in the fall, prepare the required environmental checklist for the state, hold a final Public Hearing with the Planning Commission in October and two public hearings with the Council in November and December.

Council questioned a letter from the Department of Justice on personal liability.

Mayor Anderson opened the Public Hearing at 7:07 P.M.

Raymond Fox – stated he is a lifetime resident of Sedro-Woolley who does not believe in pharmaceuticals but chooses medical marijuana. He spoke of the confusion and grey area of the laws. He said until things are sorted out between federal and state, everyone is caught in the grey area. He believes in the natural growing of marijuana for his cancer and disabled back.

Sharilyn Matthews – 1110 Warner, stated she live three doors from medical marijuana hydroponic grow facility which she opposes because it is in a residential neighborhood. She addressed an increase in traffic because of the facility and questioned the status of the operation. She spoke of the recent ruling in Arizona regarding federal vs. state ruling.

City Supervisor/Attorney Berg reviewed the process noting with the current appeal in process Mr. Swett can continue to operate pending the outcome of the appeal.

Mark Nickerson – owner of an access point in Whatcom County addressed the Council and spoke on moratoriums that have been going on for many years. He addressed standing behind the federal law when the people have spoken. He pointed out the federal governments subsidizing of immigration and asked “when do the state officials start standing up for the people against federal laws”. Nickerson spoke of access points and by not allowing them it only sends the issue back to the streets. He addressed the role of the big pharmaceutical companies. He stated the moratorium is not beneficial to the community and encouraged the Council to think of the safety of access points.

Councilmember Wagoner requested Nickerson clarify his citing of Section 2 of the Constitution.

Nickerson cited a case in Kent and noted the need to look at the scenario on a financial basis.

Mayor Anderson closed the public hearing at 7:16 P.M.

Discussion ensued on the process should the moratorium be approved, extension for an additional 6 months in order to process a plan, State vs. Federal laws, how the marijuana enters the stream of commerce, access points, purpose of the moratorium to freeze the field because without the moratorium the city currently has no regulations that is concurrent with state law. Further discussion ensued regarding the purpose of zoning, benefit to allow larger cities to go first, federal law trumps state law and trying to find a solution that is both within state and federal law.

Mark Nickerson – addressed the collective garden model.

Raymond Fox – stated he is trying to help the community help itself.

Councilmember Wagoner moved to approve Ordinance No. 1746-12 Adopting Finding of Fact and Continuing Ordinances No. 1728-11 and 1733.12, A Moratorium on Permitting Activities Involving Medical Marijuana. Seconded by Councilmember Splane.

Further discussion ensued with Councilmember Loy requesting a copy of the written law for self interpretation. He also stated that he would like a site visit to the current business in order to get his own information.

Mayor Anderson and City Supervisor/Attorney Berg noted the moratorium will allow time to gather more facts.

Motion carried (7-0).

## **UNFINISHED BUSINESS**

### Sidewalk Cafes in the Central Business District Ordinance

Planner Moore reviewed the second read of the proposed Sidewalk Cafes in the Central Business District. He stated the Chamber of Commerce with assistance from the Sedro-Woolley Rotary Club has proposed the project to partner with local restaurants in the downtown area to construct outdoor dining areas in the on-street parking stalls in front of restaurants interested in outdoor dining. He noted concerns expressed from the last meeting. The concerns have been incorporated into the ordinance which include: 1) Use allowed only between 6:00 A.M. and 10:30 P.M., 2) Permits are temporary for the calendar year they are issued, 3) Chairs must be removed at the end of day. Tables must be removed at end of day unless permanently affixed and 4) Language to clarify that sidewalk cafes located in parking stalls may not exceed the dimension of the parking stalls. Also added is a hold harmless agreement and insurance clause. The Planning Commission has recommended approval and staff's recommendation is to approve as well.

Discussion ensued regarding implementing on a trial basis using only a couple of sites as a pilot program, applications and installation date and parking spots being public property and not owned by store front.

Pola Kelley – Sedro-Woolley Chamber of Commerce addressed the Council regarding permit fees could be designated for future parking development or maintenance of parking areas within town and concerns of people who are opposed to the concept. She encouraged to allow it as a pilot program.

Discussion continued to include parking spaces to be affected, employees parking on main street for entire day in front of businesses, alternate parking locations available, challenge of walking for some people, need for verbiage of being a pilot program, deadline for application and installation, impact of the Metcalf Street Paving project and potential locations.

Brock Stiles – spoke on the platforms which are built in sections with Rotary funding for six sections. He noted businesses have to make own decision and was in agreement with a time frame for applications and installation. He addressed some concern on the affect on handicap spaces but encouraged Council to give the project a try and see how things go.

More discussion ensued regarding trash pickup and letting the businesses try and see how things go.

Councilmember Galbraith moved to approve Ordinance No. 1747-12 An Ordinance Amending the Sedro-Woolley Municipal Code to Allow Street and Sidewalk Private Dining Areas (Sidewalk Cafes) for restaurants in the Central Business District. Seconded by Councilmember Lemley.

Councilmember Loy questioned if the fees have been determined.

City Supervisor/Attorney Berg noted that the Council will need to establish a fee or establish authority for staff to set the fee.

Discussion ensued regarding having the first year with a maximum of two sidewalk cafes with no fee, application deadline, number of permits for 2012, review period and number of sections.

Councilmember Galbraith made an amendment to the motion under Section 1, 10.44.155 Sidewalk Cafes; A: no more than three permits in 2012, waive the fees and an application deadline of July 13. Seconded by Councilmember Lemley. Motion carried (6-1, Councilmember Wagoner opposed).

A vote was taken on the original motion. Motion carried (6-1, Councilmember Wagoner opposed).

Mayor Anderson stated that if he were voting he would agree with Councilmember Wagoner for various reasons.

### Utility Tax Deductions Ordinance

City Supervisor/Attorney Berg reviewed modifications to the utility tax ordinance made by Council last year. He noted that the amendment left intact a deduction for commercial and industrial recycling, which was an oversight. The proposed ordinance would eliminate the deduction, allowing all recycling to be taxed under the city's utility tax. He noted that residential is paying the utility tax but commercial is not.

Berg noted as a side note that we are seeing increased pressure from commercial and industrial operations to take more material that is questionable as recyclables. He stated the County is coming up with a list of goods ranging from carpet to tires, to popcorn packing materials to fats, oils and grease.

Councilmember Wagoner moved to adopt Ordinance No. 1748-12 An Ordinance Eliminating a Deduction from the City's Utility Tax for Commercial and Industrial Recycling. Seconded by Councilmember Galbraith. Motion carried (7-0).

### **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Police Lt. Tucker – made clarifications on the task force raid on Mr. Fox's residence. He noted that the Task Force has some clear guidelines pertaining to medical marijuana and he would gladly get the guidelines for Council to look at. He also reported on recent controlled substance buys which resulted in arrests and the seizure of another vehicle. Lt. Tucker reported on a recent accident involving a Sheriff Deputy which damaged one of the City's sewer pump stations.

City Supervisor/Attorney Berg reviewed the damage to the pump station and the monitoring to care for the line until the pump station can be replaced. He noted there has been a task order issued for the design of a new pump station. Berg stated it will be at least 60 days for completion of a new pump station at a rough cost estimate of approximately \$50,000.

Fire Chief Klinger – reported the department is gearing up for the July 4<sup>th</sup> events, noting that Fireworks will go on sale this weekend. At the request of the Mayor, he reviewed the city's fireworks policy.

Engineer Freiburger – reported on the Metcalf Street paving project which is scheduled to begin in August and has a 35 day construction period. He also reviewed the flyer passed out on the upcoming SR20/Cook Road realignment project open house. He stated DOT representatives will be on hand and will present a slide show and visual analysis.

Freiberger encouraged Councilmember's to attend the open house. He also reported on the completion of two applications for the WSDOT 2012 bicycle/pedestrian program. The projects are the SR9/McGargile to Summer Meadows Sidewalk project and the John Liner Path from Reed to Township Street.

Councilmember Wagoner questioned the issues with the damaged pump station. Engineer Freiberger explained the operation of the specific pump station, the damage and the solution for the interim time.

City Supervisor/Attorney Berg – reported on the recent Jail Project Coordinating Council meeting. He noted they requested a decision on the proposed site of the jail. The County has requested the proposed Port site be taken off the table because having two geographical locations doubles the workload. He questioned Council if they have the objections to narrowing the focus to walking distance within current jail.

Some discussion ensued regarding several proposed locations and significant planning at a minimum of one year.

Councilmember Loy – requested staff keep track of the hours involved for the permitting of the sidewalk cafes.

Councilmember Splane – reported on a letter from a citizen expressing concern of fireworks during the 4<sup>th</sup> of July.

Councilmember Wagoner – encouraged everyone to stop by the Steelclaw Wrestling food booth for some curly fries.

Councilmember Galbraith – questioned the building setbacks for the portables at the Cascade Middle School project.

Planner Moore noted the buildings are temporary placement portables and as a condition of the permit they are to be removed at the end of the project.

Councilmember Lemley – noted the many community food vendors located at Loggerodeo which help to support many programs in the community and encouraged everyone considering supporting them.

Councilmember Sandström – reported there are no – no smoking signs in place at Riverfront Park. He also reported that \$641.51 has been raised from the music events for benefit of the Skate Board Park. Construction of the Skate Board Park is scheduled to start July 9<sup>th</sup>. Sandström also commented on the construction at Memorial Park, which is near completion and looking great.

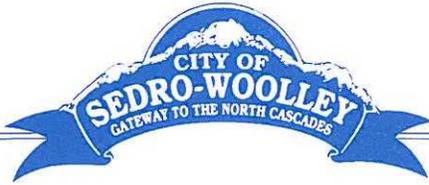
Mayor Anderson – reported he has mailed a letter to all Ferry Street property owners stating that they are not allowed to rope off any of the right-of-ways.

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

The meeting adjourned at 8:30 P.M.

JUL 11 2012

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



DATE: July 11, 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 July 11, 2012.

Motion to approve Claim Checks #74738 to #74835 in the amount of \$139,302.58.

Motion to approve Payroll Checks #53372 to #53486 in the amount of \$260,025.86.

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  
 07/11/2012 (Printed 07/05/2012 15:31)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74738	ADVANCED ANALYTICAL SOLUTIONS	PROFESSIONAL SERVICES	SWR	260.00
		PROFESSIONAL SERVICES	SWR	80.00
		WARRANT TOTAL		340.00
74739	ALLIED WASTE SERVICES #197	SOLID WASTE DISPOSAL	SAN	68.62
		WARRANT TOTAL		68.62
74740	AMERICAN FLEET MAIN, LLC	REPAIRS/MAINT-EQUIP	FD	147.80
		REPAIRS/MAINT-EQUIP	FD	134.17
		WARRANT TOTAL		281.97
74741	AMSTERDAM PRINTING & LITH	SUPPLIES	FIN	76.78
		WARRANT TOTAL		76.78
74742	AMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	5.60
		MISC-LAUNDRY	ST	10.99
		LAUNDRY	SWR	12.74
		LAUNDRY	SWR	31.58
		WARRANT TOTAL		60.91
74743	ATO SYSTEMS, LLC	MACHINERY & EQUIPMENT	PD	999.99
		WARRANT TOTAL		999.99
74744	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	119.35
		AUTO FUEL	CS	51.38
		AUTO FUEL	PD	1,505.08
		AUTO FUEL/DIESEL	FD	684.89
		AUTO FUEL/DIESEL	ST	410.12
		AUTO FUEL/DIESEL	SAN	325.31
		WARRANT TOTAL		3,096.13
74745	AT & T	TELEPHONE	JUD	.43
		TELEPHONE	FIN	11.22
		TELEPHONE	LGL	6.04
		TELEPHONE	PLN	.43
		TELEPHONE	ENG	12.09
		TELEPHONE	PD	31.95
		TELEPHONE	FD	14.68
		TELEPHONE	INSP	2.59
		TELEPHONE	LIB	1.73
		TELEPHONE	SWR	2.59
		TELEPHONE	SAN	2.59
		WARRANT TOTAL		86.34
74746	BANK OF NEW YORK MELLON	BOND INTEREST		300.93
		WARRANT TOTAL		300.93
74747	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE-EQUIP	ST	175.52
		WARRANT TOTAL		175.52
74748	BAY CITY SUPPLY	OPERATING SUP - RIVERFRONT	PK	1,242.87
		OPERATING SUP - COMM CENTER	PK	333.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUP - SENIOR CTR	PK	300.00
		OPERATING SUP - CITY HALL	PK	665.61
		OPERATING SUP - CITY HALL	PK	101.62
		OPERATING SUP - LIBRARY	PK	62.97
		OPERATING SUP - HAMMER SQ	PK	513.12
		WARRANT TOTAL		3,219.19
74749	BAY POINT PLUMBING,	ENHANCEMENT PROJECT	PK	1,080.92
		WARRANT TOTAL		1,080.92
74750	BERG VAULT COMPANY	LINERS	CEM	1,710.00
		WARRANT TOTAL		1,710.00
74751	BIG STEEL BOX - NORTHWEST	CONTAINERS	SAN	2,959.27
		WARRANT TOTAL		2,959.27
74752	BETTER HOMES & GARDENS	BOOKS SKAGIT COUNTY	LIB	36.69
		WARRANT TOTAL		36.69
74753	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	125.46
		WARRANT TOTAL		125.46
74754	BLACK HILLS AMMUNITION	AMMUNITION	PD	2,834.00
		WARRANT TOTAL		2,834.00
74755	CDW GOVERNMENT, INC.	MACHINERY AND EQUIPMENT	FD	778.94
		MACHINERY AND EQUIPMENT	FD	681.70
		WARRANT TOTAL		97.24
74756	CASCADE NATURAL GAS CORP.	UTILITIES-COMMUNITY CTR	PK	21.63
		UTILITIES-SENIOR CENTER	PK	48.80
		UTILITIES-HAMMER SQUARE	PK	14.85
		UTILITIES - SHOP	PK	41.89
		PUBLIC UTILITIES	ST	10.60
		PUBLIC UTILITIES	ST	17.94
		PUBLIC UTILITIES	LIB	11.45
		PUBLIC UTILITIES	SWR	17.38
		PUBLIC UTILITIES	SAN	27.58
		WARRANT TOTAL		212.12
74757	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	ERR	100.65
		WARRANT TOTAL		100.65
74758	CODE PUBLISHING INC.	CODE BOOK	LGS	75.39
		WARRANT TOTAL		75.39
74759	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	17.61
		WARRANT TOTAL		17.61
74760	COMCAST	INTERNET SERVICES	IT	111.90
		WARRANT TOTAL		111.90

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 07/11/2012 (Printed 07/05/2012 15:31)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74761	CONSOLIDATED SUPPLY CO.	ENHANCEMENT PROJECT	PK	234.94
		WARRANT TOTAL		234.94
74762	HSBC BUSINESS SOLUTIONS	EMPLOYEE WELLNESS	EXE	95.40
		SUPPLIES	FIN	15.14
		OPERATING SUPPLIES	FD	195.23
		WARRANT TOTAL		305.77
74763	CUES	REPAIR/MAINTENANCE-EQUIP	ST	410.41
		MAINTENANCE OF LINES	SWR	1,300.60
		MAINTENANCE OF LINES	SWR	227.32-
		WARRANT TOTAL		1,483.69
74764	DAVID EVANS & ASSOC INC	PROFESSIONAL SERVICES	ENG	318.14
		ENG-SR20/COOK REALIGNMENT	ART	26,962.10
		WARRANT TOTAL		27,280.24
74765	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	189.36
		WARRANT TOTAL		189.36
74766	E & E LUMBER	REPAIRS/MT-RIVERFRONT	PK	5.84-
		REPAIRS/MT-RIVERFRONT	PK	8.66
		REPAIRS/MT-RIVERFRONT	PK	46.80
		REPAIR/MT-BINGHAM PARK	PK	93.05
		REPAIR/MT-METCALF BALL PARK	PK	36.31
		ENHANCEMENT PROJECT	PK	6.76
		ENHANCEMENT PROJECT	PK	27.05
		ENHANCEMENT PROJECT	PK	6.32
		ENHANCEMENT PROJECT	PK	7.67
		ENHANCEMENT PROJECT	PK	5.83
		ENHANCEMENT PROJECT	PK	55.94
		ENHANCEMENT PROJECT	PK	330.99-
		ENHANCEMENT PROJECT	PK	90.23
		ENHANCEMENT PROJECT	PK	389.27
		ENHANCEMENT PROJECT	PK	855.86
		ENHANCEMENT PROJECT	PK	45.75
		OPERATING SUPPLIES	CEM	19.85
		OPERATING SUPPLIES	ST	6.38
		OPERATING SUPPLIES	ST	7.12
		OPERATING SUPPLIES	ST	4.18
		OPERATING SUPPLIES	ST	66.42
		CAP OUTLAY-GRANT FOR HHS	PKR	127.16
		CAP OUTLAY-GRANT FOR HHS	PKR	2.16-
		CAP OUTLAY-GRANT FOR HHS	PKR	27.53
		CAP OUTLAY-GRANT FOR HHS	PKR	91.93-
		CAP OUTLAY-GRANT FOR HHS	PKR	64.30
		CAP OUTLAY-GRANT FOR HHS	PKR	45.92
		CAP OUTLAY-GRANT FOR HHS	PKR	5.47
		OPERATING SUPPLIES	SWR	7.29
		OPERATING SUPPLIES	SWR	27.62
		WARRANT TOTAL		1,653.82

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 07/11/2012 (Printed 07/05/2012 15:31)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74767	EAGLE POINT CORP	DUES/SUBSCRIPTIONS	ENG	2,158.60
		WARRANT TOTAL		2,158.60
74768	ELLIS, MIKE	TRAVEL	PD	20.06
		WARRANT TOTAL		20.06
74769	ECCNOMY FENCE CENTER	EQUIPMENT RENTAL	SWR	519.36
		WARRANT TOTAL		519.36
74770	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	35.00
		WARRANT TOTAL		35.00
74771	ENTERPRISE OFFICE SYSTEMS	OFFICE/OPERATING SUPPLIES	PD	12.97
		OFFICE/OPERATING SUPPLIES	PD	81.01
		WARRANT TOTAL		93.98
74772	FASTENAL COMPANY	SMALL TOOLS & MINOR EQUIP	SAN	637.00
		SMALL TOOLS & MINOR EQUIP	SAN	783.37
		OPERATING SUPPLIES	SWTR	246.50
		WARRANT TOTAL		100.13
74773	FRONTIER	TELEPHONE	PD	53.14
		TELEPHONE	PD	45.60
		PUBLIC UTILITIES-CITY HALL	PK	55.34
		PUBLIC UTILITIES-CITY HALL	PK	106.28
		TELEPHONE	CEM	62.29
		TELEPHONE	LIB	108.44
		TELEPHONE	SWR	208.73
		TELEPHONE	SAN	81.93
		WARRANT TOTAL		721.75
74774	FRONTIER BUILDING SUPPLY	REPAIRS/MAINT-BUILDING	SAN	91.02
		WARRANT TOTAL		91.02
74775	GALL'S, LLC	UNIFORMS/ACCESSORIES	PD	81.46
		WARRANT TOTAL		81.46
74776	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
74777	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	126.00
		FIRE/THEFT PROTECTION	FD	84.00
		OPERATING SUP - COMM CENTER	PK	81.00
		OPERATING SUP - SENIOR CTR	PK	147.00
		OPERATING SUP - CITY HALL	PK	168.00
		OPERATING SUPPLIES	SWR	126.00
		WARRANT TOTAL		732.00
74778	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	2,580.06
		WARRANT TOTAL		2,580.06
74779	HACH COMPANY	OPERATING SUPPLIES	SWR	302.90

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	302.90
74780	HONEY BUCKET	UTILITIES-PORTABLE TOILETS PK	75.00
		WARRANT TOTAL	75.00
74781	HR DIRECT	OPERATING SUPPLIES SWR	37.14
		WARRANT TOTAL	37.14
74782	INGRAM LIBRARY SERVICES	BOOKS SKAGIT COUNTY LIB	18.48
		BOOKS SKAGIT COUNTY LIB	69.38
		BOOKS SKAGIT COUNTY LIB	18.61
		BOOKS SKAGIT COUNTY LIB	18.61
		BOOKS SKAGIT COUNTY LIB	15.76
		BOOKS SKAGIT COUNTY LIB	75.02
		BOOKS SKAGIT COUNTY LIB	10.64
		WARRANT TOTAL	226.50
74783	L N CURTIS & SONS	OPERATING SUPPLIES FD	95.54
		WARRANT TOTAL	95.54
74784	LABCCORP	PROFESSIONAL SERVICES PD	72.00
		WARRANT TOTAL	72.00
74785	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER JUD	116.00
		WARRANT TOTAL	116.00
74786	LAUTENBACH INDUSTRIES	SOLID WASTE DISPOSAL SAN	254.69
		WARRANT TOTAL	254.69
74787	LEGEND DATA SYSTEMS INC.	OPERATING SUPPLIES FD	26.43
		WARRANT TOTAL	26.43
74788	LITHTEX NW	OPERATING SUPPLIES SAN	84.93
		WARRANT TOTAL	84.93
74789	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS ST	653.22
		WARRANT TOTAL	653.22
74790	MITEL NETWORKS INC.	SOFTWARE MAINT & SUPPORT IT	881.34
		WARRANT TOTAL	881.34
74791	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP SAN	5,526.34
		WARRANT TOTAL	5,526.34
74792	NAT'L GEOGRAPHIC SOCIETY	BOOKS SKAGIT COUNTY LIB	15.00
		WARRANT TOTAL	15.00
74793	NELSON, PATSY	EMPLOYEE WELLNESS FIN	90.00
		WARRANT TOTAL	90.00
74794	NESHEIM, TERESA	EMPLOYEE WELLNESS FIN	90.00
		WARRANT TOTAL	90.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74795	NORTH CASCADE FORD	REPAIRS/MAINT-EQUIP	FD	889.77
		WARRANT TOTAL		889.77
74796	OFFICE DEPOT	SUPPLIES	EXE	55.91
		WARRANT TOTAL		55.91
74797	CWEN EQUIPMENT COMPANY	REPAIRS/MAINT-EQUIP	SAN	582.63
		REPAIRS/MAINT-EQUIP	SAN	304.50
		REPAIRS/MAINT-EQUIP	SAN	1,113.01
		WARRANT TOTAL		2,000.14
74798	PAT RIMMER TIRE CTR, INC	REPAIR/MT-BINGHAM PARK	PK	33.29
		REPAIR/MAINTENANCE-EQUIP	ST	1,545.78
		MAINTENANCE OF VEHICLES	SWR	1,545.78
		REPAIRS/MAINT-EQUIP	SAN	1,545.78
		SOLID WASTE DISPOSAL	SAN	492.31
		WARRANT TOTAL		5,162.94
74799	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SWR	108.53
		WARRANT TOTAL		108.53
74800	PROTECH AUTOMOTIVE	SMALL TOOLS & MINOR EQUIP	PK	372.40
		WARRANT TOTAL		372.40
74801	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	18.10
		UTILITIES-RIVERFRONT	PK	263.51
		UTILITIES-TRAIN	PK	30.09
		UTILITIES-HAMMER SQUARE	PK	96.14
		UTILITIES-BINGHAM & MEMORIAL P		39.62
		UTILITIES - OTHER	PK	36.48
		PUBLIC UTILITIES-CITY HALL	PK	180.29
		PUBLIC UTILITIES	CEM	80.90
		PUBLIC UTILITIES	ST	39.62
		PUBLIC UTILITIES	LIB	74.62
		PUBLIC UTILITIES	SWR	196.58
		PUBLIC UTILITIES	SAN	42.76
		WARRANT TOTAL		1,098.71
74802	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	20.81
		PUBLIC UTILITIES	FD	92.50
		UTILITIES-RIVERFRONT	PK	643.48
		UTILITIES-COMMUNITY CTR	PK	158.72
		UTILITIES-SENIOR CENTER	PK	362.06
		UTILITIES-TRAIN	PK	27.85
		UTILITIES-HAMMER SQUARE	PK	198.57
		UTILITIES-BINGHAM & MEMORIAL P		49.33
		UTILITIES - SHOP	PK	55.57
		UTILITIES - SHOP	PK	14.03
		UTILITIES - OTHER	PK	10.26
		PUBLIC UTILITIES-CITY HALL	PK	2,154.35
		PUBLIC UTILITIES	CEM	53.60
		PUBLIC UTILITIES	ST	6.02

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	ST	69.74
		PUBLIC UTILITIES	ST	120.89
		PUBLIC UTILITIES	ST	296.66
		PUBLIC UTILITIES	LIB	230.99
		ADVERTISING	HOT	29.90
		REPAIRS AND MAINT		68.48
		PUBLIC UTILITIES	SWR	10,026.99
		PUBLIC UTILITIES	SAN	120.83
		PUBLIC UTILITIES	SWTR	105.21
		WARRANT TOTAL		14,916.84
74803	PURCHASE POWER	POSTAGE	JUD	402.14
		POSTAGE	FIN	317.25
		POSTAGE	LGL	1.26
		POSTAGE	PLN	42.65
		POSTAGE	ENG	101.46
		POSTAGE	PD	131.47
		POSTAGE	FD	5.39
		POSTAGE	INSP	22.17
		POSTAGE	PK	5.68
		POSTAGE	CEM	8.99
		POSTAGE	SWR	105.00
		POSTAGE	SAN	48.46
		OPERATING SUPPLIES	SWTR	8.08
		WARRANT TOTAL		1,200.00
74804	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	499.02
		REPAIR & MAINT - AUTO	PD	27.01
		WARRANT TOTAL		526.03
74805	QUICK, JASON	SUMMER READ PROGRAM	LIB	265.00
		WARRANT TOTAL		265.00
74806	REICHHARDT & EBE ENG, INC	CONST-SR20 WIDENING		907.17
		CONST-SR20 WIDENING		1,896.72
		WARRANT TOTAL		2,803.89
74807	RICOH USA, INC.	REPAIRS & MAINTENANCE	PD	75.74
		REPAIR & MAINT - AUTO	PD	39.97
		EQUIPMENT LEASE	FD	75.74
		REPAIRS/MAINT-EQUIP	FD	39.96
		WARRANT TOTAL		231.41
74808	SCIENCE ILLUSTRATED	BOOKS SKAGIT COUNTY	LIB	35.97
		WARRANT TOTAL		35.97
74809	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	CEM	9.54
		SMALL TOOLS/MINOR EQUIP	CEM	2.75
		OPERATING SUPPLIES	ST	2.14
		OPERATING SUPPLIES	SWR	68.17
		REPAIRS/MAINT-EQUIP	SAN	9.22
		OPERATING SUPPLIES	SAN	38.94

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		130.76
74810	SEDRO-WOLLEY VETERINARY CARE	PROFESSIONAL SERVICES	PD	17.46
		WARRANT TOTAL		17.46
74811	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	10,615.50
		WARRANT TOTAL		10,615.50
74812	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	204.00
		WARRANT TOTAL		204.00
74813	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE	JUD	1,680.00
		WARRANT TOTAL		1,680.00
74814	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB.	JUD	550.00
		WARRANT TOTAL		550.00
74815	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	132.57
		WARRANT TOTAL		132.57
74816	SKAGIT FARMERS SUPPLY	REPAIRS/MT-RIVERFRONT	PK	135.73
		OPERATING SUPPLIES-PROPANE	ST	20.53
		OPERATING SUPPLIES-PROPANE	ST	14.53
		WARRANT TOTAL		170.79
74817	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	35.00
		LEGAL PUBLICATIONS	LGS	40.00
		LEGAL PUBLICATIONS	LGS	55.00
		LEGAL PUBLICATIONS	LGS	45.00
		LEGAL PUBLICATIONS	LGS	35.00
		WARRANT TOTAL		255.00
74818	SORIANO, RAY	SUMMER READ PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
74819	STAPLES BUSINESS ADVANTAGE	SUPPLIES	LGS	41.48
		SUPPLIES	EXE	42.11
		SUPPLIES	FIN	166.65
		SUPPLIES	FIN	5.71
		OFFICE/OPERATING SUPPLIES	PD	52.08
		OFFICE SUPPLIES	FD	39.89
		OFFICE SUPPLIES	FD	61.05
		WARRANT TOTAL		408.97
74820	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	83.40
		RETIRED MEDICAL	PD	34.40
		RETIRED MEDICAL	PD	75.40
		RETIRED MEDICAL	PD	58.00
		WARRANT TOTAL		251.20
74821	THOMPSON'S GREENHOUSE	OPERATING SUP - RIVERFRONT	PK	158.47

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	CEM	64.68
		WARRANT TOTAL		223.15
74822	TRASK, SYLVIA	SUMMER READ PROGRAM	LIB	100.00
		WARRANT TOTAL		100.00
74823	TRAFFIC SAFETY SUPPLY CO.	OPERATING SUPPLIES	ST	1,430.47
		OPERATING SUPPLIES	ST	311.88
		OPERATING SUPPLIES	ST	5,918.38
		WARRANT TOTAL		7,660.73
74824	TRUE VALUE	OPERATING SUPPLIES	FD	.94
		OPERATING SUPPLIES	FD	39.32
		OPERATING SUPPLIES	FD	8.65
		REPAIRS/MT-PARKS SHOP	PK	44.34
		ENHANCEMENT PROJECT	PK	5.40
		CAP OUTLAY-GRANT FOR HHS	PKR	11.89
		OPERATING SUPPLIES	SWR	6.47
		OPERATING SUPPLIES	SWR	12.97
		OPERATING SUPPLIES	ERR	45.42
		WARRANT TOTAL		175.40
74825	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	44.37
		WARRANT TOTAL		44.37
74826	VOYAGER FLEET SYSTEMS INC.	AUTO FUEL/DIESEL	PK	39.92
		AUTO FUEL/DIESEL	PK	123.54
		AUTO FUEL/DIESEL	CEM	190.61
		AUTO FUEL/DIESEL	ST	37.06
		WARRANT TOTAL		391.13
74827	VERIZON WIRELESS	TELEPHONE	EXE	55.44
		TELEPHONE	FIN	57.62
		TELEPHONE	LGL	56.01
		TELEPHONE	IT	55.44
		NEXTEL CELL PHONES		268.48
		TELEPHONE	PD	273.98
		TELEPHONE	PD	470.11
		TELEPHONE	PD	446.19
		TELEPHONE	FD	500.53
		TELEPHONE	FD	74.58
		TELEPHONE	PK	129.78
		TELEPHONE	CEM	39.11
		TELEPHONE	ST	103.13
		NEXTEL CELL PHONES		197.84
		NEXTEL CELL PHONES	SAN	140.54
		WARRANT TOTAL		2,868.78
74828	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	90.00
		WARRANT TOTAL		90.00
74829	WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES	FIN	134.97

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		134.97
74830	WA STATE PATROL	RENTAL TELETYPE	PD	534.00
		WARRANT TOTAL		534.00
74831	WA ST DEPT OF ENTERPRISE SVC	PROFESSIONAL SERVICES	PD	50.00
		PROFESSIONAL SERVICES	FD	50.00
		PROFESSIONAL SERVICES	PK	50.00
		PROFESSIONAL SERVICES	SWR	50.00
		PROFESSIONAL SERVICES	SAN	50.00
		WARRANT TOTAL		250.00
74832	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		7,795.20
		WARRANT TOTAL		7,795.20
74833	WIRE WORKS LLC	MACHINERY AND EQUIPMENT	FD	9,390.89
		WARRANT TOTAL		9,390.89
74834	WOOD'S LOGGING SUPPLY INC	POSTAGE	FD	10.61
		OPERATING SUPPLIES	CEM	59.48
		SMALL TOOLS/MINOR EQUIP	ST	64.89
		MAINTENANCE OF LINES	SWR	48.70
		REPAIRS/MAINT-EQUIP	SAN	66.82
		WARRANT TOTAL		250.50
74835	INSPIRE CHURCH	BUILDING REVIEW FEES		174.14
		WARRANT TOTAL		174.14
		RUN TOTAL		139,302.58

CITY OF SEDRO-WOOLLEY  
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	49,462.38
101	PARK FUND	12,052.41
102	CEMETERY FUND	2,301.80
103	STREET FUND	11,760.22
104	ARTERIAL STREET FUND	29,765.99
105	LIBRARY FUND	1,346.02
107	PARKS RESERVE FUND	188.18
108	STADIUM FUND	29.90
109	SPECIAL INVESTIGATION FUND	68.48
401	SEWER FUND	17,688.70
407	1998 SEWER REVENUE BOND FUND	300.93
412	SOLID WASTE FUND	13,831.71
425	STORMWATER	359.79
501	EQUIPMENT REPLACEMENT FUND	146.07
TOTAL		139,302.58

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
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DEPARTMENT	AMOUNT
001 000 000	7,969.34
001 000 011	371.87
001 000 012	2,748.57
001 000 013	248.86
001 000 014	982.95
001 000 015	195.88
001 000 017	1,048.68
001 000 018	170.73
001 000 019	43.08
001 000 020	2,858.77
001 000 021	9,379.22
001 000 022	23,419.67
001 000 024	24.76
FUND CURRENT EXPENSE FUND	49,462.38
101 000 076	12,052.41
FUND PARK FUND	12,052.41
102 000 036	2,301.80
FUND CEMETERY FUND	2,301.80
103 000 042	11,760.22
FUND STREET FUND	11,760.22
104 000 042	29,765.99
FUND ARTERIAL STREET FUND	29,765.99
105 000 072	1,346.02
FUND LIBRARY FUND	1,346.02
107 000 076	188.18
FUND PARKS RESERVE FUND	188.18
108 000 019	29.90
FUND STADIUM FUND	29.90
109 000 021	68.48
FUND SPECIAL INVESTIGATION FUND	68.48
401 000 035	17,688.70
FUND SEWER FUND	17,688.70
407 000 082	300.93
FUND 1998 SEWER REVENUE BOND FUND	300.93
412 000 037	13,831.71
FUND SOLID WASTE FUND	13,831.71
425 000 039	359.79
FUND STORMWATER	359.79
501 000 047	146.07

CITY OF SEDRO-WOOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
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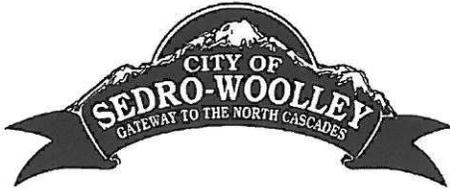
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VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	FUND EQUIPMENT REPLACEMENT FUND		146.07			
	TOTAL		139,302.58			

JUL 11 2012

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 28

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CITY COUNCIL AGENDA CITY OF SEDRO-WOOLLEY  
REGULAR MEETING Sedro-Woolley Municipal Building

JUL 11 2012

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

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-14  
2012 On Call Drainage Ditch Mowing**  
DATE: June 25, 2012 (for Council action July 11, 2012)

**ISSUE**

Should Mayor Anderson execute the attached Public Works Agreement No. 2012-PW-14 for the 2012 On Call Drainage Ditch Mowing with Industrial Mowing & Spraying Mount Vernon, WA in the amount not to exceed \$35,000?

**BACKGROUND/DISCUSSION**

The city closed bids on June 21, 2012 under the MRSC Small Works Roster process for this contract, with two bids received. The bid tabulation is attached. The bid comparison was based on the city's estimate for operated equipment hours to mow and/or clear drainage ditch segments identified in the specifications, including Brickyard Creek and portions of the drainage system on SR9 south of State Street, north of Ferry between SR20 and Metcalf, and south of the Wastewater Treatment Facility and uses the contractor's operated rates for the appropriate equipment setup. The actual work will vary. Based on the comparison, Industrial Mowing & Spraying is the low bidder with an estimated total of \$34,202.02.

The second bid from LandTek Site Solutions of Snohomish, WA was at \$35,467.96. The bids were very close, and differed mainly in the unit cost of the primary mowing equipment unit planned for the project.

The low bid was 14.4% over the engineer's estimate. Since this is the first year of bidding this project, the engineer's estimate was based on best guess extrapolation of county results for the Brickyard Creek portions of the work in previous years. The current project has expanded the project significantly from Skagit County's annual efforts by including Brickyard Creek east of SR9 and by adding the city drainage ditches noted above.

Industrial Mowing & Spraying is very familiar with the Brickyard Creek system, as they have been the firm contracting this work with Skagit County for many years.

The Brickyard Creek portion of the work will be funded from the Sedro-Woolley Sub-Flood Control Zone funds reserved for the city by Skagit County under the recently executed Interlocal agreement.

In addition to the ditch mowing, we anticipate removing sediment from some of the city portions of the ditch, which has generally been done as a part of the street budget, and is proposed from the street budget this year. In future years we will do this from the stormwater utility.

Four short segments of Brickyard Creek lying outside of the city limits were bid with this project, and will be reimbursed by Skagit County under an Interlocal agreement.

**FINANCE**

The work will be generally funded as follows:

103.000.042.542.30.48.00 Repair/Maint Streets	\$13,000
425.000.039.539.80.41.02 Contracted Services Stormwater	\$20,000
Skagit County Interlocal (estimated)	\$ 2,000
<b>TOTAL</b>	<b>\$35,000</b>

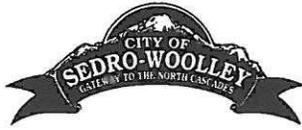
The contract is a one-year agreement, running though December 31, 2012.

**MOTION:**

***Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2012-PW-14 for the 2012 On Call Drainage Ditch Mowing with Industrial Mowing & Spraying of Mount Vernon, WA in the amount not to exceed \$35,000.***

BID TABULATION												
2012 ON-CALL DRAINAGE DITCH MOWING												
Proposals due by 4 pm June 21, 2012												
BY: Mark A. Freiberger, June 25, 2012		Bidder Name:>>>		ENGINEER'S ESTIMATE					Industrial Mowing Adjusted using city est of hours		LandTek Site Solutions Adjusted using city est of hours	
ITEM	AREA	TASK	LOCATION	Quantity	Unit	Est Hours	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1-B	Ditch Mowing	Brickyard Creek, North side of SR20 from Holtcamp Road 2,200 ft Northeast	2,200	LF	8.00	75.00	600.00	80.00	640.00	95.00	760.00
2	1-B	Traffic Control	Brickyard Creek, North side of SR20 from Holtcamp Road 2,200 ft Northeast	2,200	LF	8.00	100.00	800.00	80.00	640.00	95.00	760.00
3	1-A	Ditch Mowing	Brickyard Creek, South of SR20, Fish Passage Vicinity 100 ft (SKAGIT COUNTY)	100	LF	2.00	75.00	150.00	80.00	160.00	95.00	190.00
4	2-A	Ditch Mowing	Brickyard Creek, SR20 North 1,500 ft - Holtcamp Farm Vicinity	1,500	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
5	2-B	Ditch Mowing	Brickyard Creek, Holtcamp Farm North Boundary to Cook Road	1,300	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
6	3-A	Ditch Mowing	Brickyard Creek, Cook Road northeast to West Boundary Klinger Estates - Prospect Street Vicinity (SKAGIT COUNTY)	1,200	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
7	3-B	Ditch Mowing	Brickyard Creek, West Boundary Klinger Estates to North Boundary of Klinger Estates - Klinger Estates Vicinity	500	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
8	3-C	Ditch Mowing	Brickyard Creek, North Boundary of Klinger Estates - Heib Farm Vicinity (SKAGIT COUNTY)	360	LF	2.00	75.00	150.00	80.00	160.00	95.00	190.00
9	3-D	Ditch Mowing	Brickyard Creek, North Boundary of Klinger Estates to Klinger Street - Klinger Estates Vicinity	240	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
10	3-E	Ditch Mowing	Brickyard Creek, Klinger Street to F&S Grade Road - Bucko Property Vicinity	1,920	LF	16.00	75.00	1,200.00	80.00	1,280.00	95.00	1,520.00
11	4-A	Ditch Mowing	Brickyard Creek, F&S Grade Road to East Jones Road	2,500	LF	16.00	75.00	1,200.00	80.00	1,280.00	95.00	1,520.00
12	4-B	Ditch Mowing	Brickyard Creek, East Jones Road to Sapp Road/BNSF Trestle (SKAGIT COUNTY)	700	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
13	5-A	Ditch Mowing	Brickyard Creek, Sapp Road/BNSF Trestle to Reed Street	1,000	LF	8.00	75.00	600.00	80.00	640.00	95.00	760.00
14	5-B	Ditch Mowing	Brickyard Creek, Reed Street to Confluence Shoeshell Creek - Brickyard Meadows vicinity	1,520	LF	8.00	75.00	600.00	80.00	640.00	95.00	760.00
15	5-C	Ditch Mowing	Brickyard Creek, Confluence Shoeshell Creek to SR9/Township - Logan Park Vicinity	840	LF	8.00	75.00	600.00	80.00	640.00	95.00	760.00
16	6-A	Ditch Mowing	Brickyard Creek, SR9/Township to West Golf Course Boundary - Granier Property Vicinity	2,900	LF	24.00	75.00	1,800.00	95.00	2,280.00	105.00	2,520.00
17	6-B	Ditch Mowing	Brickyard Creek, West Golf Course Boundary to McGarigle Road - Golf Course Vicinity	340	LF	NIC	75.00	-	-	-	-	-
18	7-A	Ditch Mowing	Shoeshel Creek, Brickyard Creek Confluence to Sapp Road	700	LF	8.00	75.00	600.00	80.00	640.00	105.00	840.00
19	7-B	Ditch Mowing	Shoeshel Creek, Sapp Road to North City Limits	2,300	LF	NIC	75.00	-	-	-	-	-
20	8	Ditch Mowing	Skagit Industrial Park Ditch, Borseth to BNSF - South Skagit Industrial Park Vicinity	1,000	LF	8.00	75.00	600.00	80.00	640.00	95.00	760.00
21	9-A	Ditch Mowing	Township to 3rd Avenue Outfall Ditch, Township to 3rd Avenue	2,400	LF	16.00	75.00	1,200.00	80.00	1,280.00	95.00	1,520.00
22	9-B	Ditch Mowing	3rd Avenue Outfall Ditch, South Wastewater Facility to Harts Slough	2,000	LF	16.00	75.00	1,200.00	80.00	1,280.00	95.00	1,520.00

<b>BID TABULATION</b> <b>2012 ON-CALL DRAINAGE DITCH MOWING</b> <b>Proposals due by 4 pm June 21, 2012</b>												
BY: Mark A. Freiburger, June 25, 2012		Bidder Name:>>>		ENGINEER'S ESTIMATE					Industrial Mowing Adjusted using city est of hours		LandTek Site Solutions Adjusted using city est of hours	
ITEM	AREA	TASK	LOCATION	Quantity	Unit	Est Hours	Unit Price	Total	Unit Price	Total	Unit Price	Total
23	10	Ditch Mowing	SR9 Ditch, South City Limits to West Nelson Street	1,060	LF	8.00	75.00	600.00	80.00	640.00	95.00	760.00
24	10	Ditch Mowing	John Liner Road Ditch, BNSF to Reed Street	870	LF	4.00	75.00	300.00	80.00	320.00	95.00	380.00
25	NA	Miscellaneous	Hourly cost for Ditch Mowing	EST		40.00	75.00	3,000.00	80.00	3,200.00	95.00	3,800.00
26	NA	Miscellaneous	Hourly cost for Cleanup Crew (Backhoe with grapple, dump truck, two operators)	EST	HRS	40.00	200.00	8,000.00	225.00	9,000.00	210.00	8,400.00
27	NA	Miscellaneous	Hourly cost for 12" Chipper, operated (two men plus truck)	EST	HRS	8.00	165.00	1,320.00	250.00	2,000.00	175.00	1,400.00
28	NA	Miscellaneous	Hourly Cost for Small Tree and Brush Removal from Stream Bed (two men, truck)	EST	HRS	8.00	100.00	800.00	260.00	2,080.00	110.00	880.00
29	NA	Miscellaneous	Equipment mobilization/demobilization	EST	EACH	2.00	250.00	500.00	125.00	250.00	250.00	500.00
<b>SUBTOTAL</b>								<b>27,620.00</b>		<b>31,610.00</b>		<b>32,780.00</b>
<b>SALES TAX AT 8.2%</b>								<b>2,264.84</b>		<b>2,592.02</b>		<b>2,687.96</b>
<b>TOTAL BID</b>								<b>29,884.84</b>		<b>34,202.02</b>		<b>35,467.96</b>
<b>\$ under low bid</b>								<b>(4,317.18)</b>				<b>1,265.94</b>
<b>% under low bid</b>								<b>-14.4%</b>				<b>3.7%</b>
<b>Subtotal Brickyard Creek within City Limits</b>										<b>19,344.00</b>		
<b>Subtotal Brickyard Creek, Skagit County portion</b>										<b>1,938.94</b>		
<b>Subtotal other City Drainage Ditches</b>										<b>12,919.08</b>		



## PUBLIC WORKS AGREEMENT 2012-PW-14

### Project Name: 2012 On-Call Drainage Ditch Mowing

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Industrial Mowing & Spraying, (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: **Mowing and clearing of city drainage ditch facilities per Invitation to Bid and the Bid Proposal Special Provisions in accordance with state and local guidelines.**

**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 **Justin Bicknell** as its Project Manager. Contractor designates **Randy Skillman** as its Project Manager.

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

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

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

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

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

**F. Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the

public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$35,000**.

B. Compensation will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet.

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2012**.

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: **Mowing and clearing of city drainage ditch facilities per Invitation to Bid dated June 6, 2012, as modified by Addendum No. 1 dated June 8, 2012 in accordance with state and local guidelines.**

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 \_\_\_\_\_, 2012, for the Contractor, Industrial Mowing & Spraying

\_\_\_\_\_  
Randy Skillman, Owner

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

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

Approved as to form:

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

EXHIBIT A  
AGREEMENT 2012-PW-14

From: Industrial Mowing & Spraying  
17389 Bennett Rd.  
Mt. Vernon, Wa. 98273  
Phone: 360-428-5910  
Fax: 360-848-1417  
Cell: 360-661-5535 Randy

To: "City of Sedro Woolley"

Re: 2012' On-Call Drainage Ditch Mowing  
"RATE SHEET"

1-	ASV (All Season Vehicle, W/ 5' Rotary mower)-----	\$ 95.00	
2-	Rearmount Tractor w/ mower-----	\$ 75.00	
3-	Sidemount Tractor w/ 5' rotary side mower-----	\$ 77.50	
4-	Arm / Boom Tractor w/ 23'- 25' reach-----	\$ 80.00	JD 6330, 6615
5-	Excavator 30,000# w/ 36" rotary disc, or flail head-----	\$125.00	Kobelco 120
6-	Dump Truck 10 yard w/ highlift gate-----	\$ 85.00	
7-	Mini Excvator w/ thumb-----	\$ 85.00	
8-	12" Chipper w/ truck & 2- men <small>(Incl. Mini Exc, Truck)</small> -----	\$250.00	
9-	Man / Laborer includes chainsaw, weedeater, etc.-----	\$ 45.00	
10-	Lowboy 35 ton--(equipment moving)-----	\$125.00	

Note: all prices are hourly, 4.0 hr min. Each unless otherwise agreed upon.

Thank you, Randy Skillman  
dba; Industrial Mowing & Spraying

To: Mark @ city of Sedro Woolley  
Freyburger

From: Randy Skillman dba; Industrial Mowing + Spraying

Re: Revised Rate Sheet.

Mark, Here is a copy of the last rate sheet I had with Dale Klinger (Skagit Co.) He faxed it to me this morning. The rates are about the same as the one's I turned in to you. If you'd like we can use this rate sheet instead. The majority of the mowing is done with the ATV + Boom mowers. Chipper rates are as follows

- chipper two men \$125<sup>00</sup> - chips on ground
- chipper two men - \$165<sup>00</sup> chip into truck
- chipper two men - \$250<sup>00</sup> + mini chip into truck

Thanks  
Ry

6-26-12

**CONTRACT BOND**  
**to the**  
**CITY OF SEDRO-WOOLLEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_

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

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

**DATED** at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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

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

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

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

Approved: \_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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

\_\_\_\_\_  
Principal  
Title: \_\_\_\_\_

For the Surety: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ATTESTED BY:

\_\_\_\_\_  
City Clerk

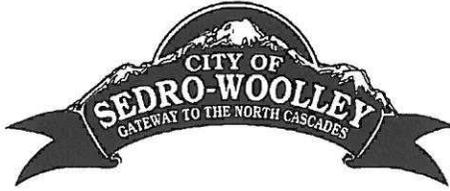
Approved as to form:

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

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

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



CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 11 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: **Amendment 3 to Professional Services Agreement No. 2011-PS-13 for Construction Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project**  
Reichhardt & Ebe Engineering, Inc.

DATE: June 26, 2012 (for Council action July 11, 2012)

#### ISSUE

Should Mayor Anderson execute the attached **Amendment 3** to Professional Services Agreement No. 2011-PS-13 dated July 14, 2011 with Reichhardt & Ebe Engineering, Inc. for additional construction phase engineering services totaling \$18,319.26 for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project?

#### BACKGROUND/DISCUSSION

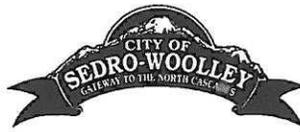
Attached is the proposed Amendment 3 to Professional Services agreement 2011-PS-13. This amendment is for additional construction phase services for the SR20 Widening Project. Since Amendment 2 was issued on 12/15/2012, five additional Field Orders and four Change Orders have been issued, plus continuing quality control issues. This work has resulted in additional time for the R&E project manager, project engineer, project inspector and clerical support.

The CM budget is limited by the total reimbursement available for the Schedule A and Alternate 1 work from TIB of 25% of the construction contract for both design and construction engineering. The design work totaled 12.3% of the estimated construction cost, leaving 12.7% for construction management. The city budgeted 1.3% for staff and WSDOT support, leaving 11.4% for R&E CM. The original CM budget was at this figure. Additional funding was made available from the Skagit County EDC grant, which added the Puget Emergency Signal and the work extending the roadway under the BNSF Trestle.

Change Orders 1 through 9 added \$291,347.66 to the contract, and added 31.5 working days to the schedule. Unit quantity overruns and underruns on the contract resulted in a final cost that was \$224,295 under the adjusted contract price. R&E's requests to date total \$55,472.38. Overall, the CM work (excluding city and WSDOT costs) came in at 12.3% of the construction cost. The budget as noted above was 11.4%, resulting in a 0.9% overrun from budget. The overrun in R&E cost above the TIB allowance was fully covered by the Skagit County EDC grant. Given the complexity of the project, the working day increase, and the reduction of the contract due to quantity underruns, the increase is acceptable.

#### MOTION:

***Move to authorize Mayor Anderson to execute the attached Supplemental Agreement 3 to Professional Services Agreement No. 2011-PS-13 dated July 14, 2011 with Reichhardt & Ebe Engineering, Inc. for additional construction phase engineering services totaling \$18,319.26 for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project.***



**AMENDMENT NO. 3**

To the           PROFESSIONAL SERVICES AGREEMENT No. 2011-PS-13  
Dated           July 12, 2012  
Between       The City of Sedro-Woolley, Washington  
And             Reichhardt & Ebe Engineering, Inc.

This Amendment revises the above contract as follows:

**Section 6 Compensation and Schedule of Payments** is revised as follows:

Cost not to exceed **\$314,719.58** without prior approval of the Director of Public Works/City Engineer.

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

DATED this **12th** day of **July, 2012**.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By: \_\_\_\_\_  
Mike Anderson, Mayor

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

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

**REICHHARDT & EBE ENGINEERING, INC.**  
**CONSULTING ENGINEERS**

813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

June 14, 2012

City of Sedro-Woolley  
 Mr. Mark Freiberger, PE, Director of Public Works/City Engineer  
 325 Metcalf Street  
 Sedro-Woolley, WA 98284

**Subject: Supplement 4 for Additional Services:**  
**SR20, Metcalf Street to Township Lane Widening and Bicycle/Pedestrian Improvements Project**

Mr. Freiberger,

As you are aware, over the previous months R&E has performed additional services above and beyond the originally agreed upon scope of work anticipated for this project. R&E had hoped that the additional costs associated with the Not-in-Scope (N.I.S.) work performed would not exceed the original total budget amount for our services however, at this time it appears this will not be the case. The following is a summary of the N.I.S. costs incurred by R&E we are aware of at this time:

**N.I.S Work**

Not in Scope Work: Start to August 31, 2011 .....	\$8,004.44	
Not in Scope Work: Sept. 1, 2011 to Sept. 30, 2011 .....	\$13,696.79	
Not in Scope Work: Oct. 1, 2011 to Oct. 31, 2011 .....	\$13,179.21	
Not in Scope Work: Nov. 1, 2011 to June 8, 2012 .....	\$18,770.61	
<i>TOTAL N.I.S. (Start to June 8, 2012)</i>	\$53,651.05	55,472.38
R&E original contract amount.....	\$259,247.20	259,247.20
Previously Approved Supplements 1-3 Total... <i>AMENDMENTS 1 &amp; 2</i> .....	\$34,880.44	37,153.12
Supplement 4 Requested Amount.....	\$18,319.26	18,319.26
New Contract Amount: .....	\$312,446.90	314,719.58

*OHG*  
6/26/12

As indicated in section 5 of the City's professional services agreement, these additional costs are being provided for your approval. A detailed man-hour break-down of the Not-in-Scope (N.I.S.) work performed has is attached to assist you with your review. If you desire additional information regarding this request, feel free to contact my office and we will be happy to assist you.

At this time, I would like to thank the City for allowing R&E the opportunity to assist the City of Sedro-Woolley with the SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project. We feel this has been a very successful project for the City of Sedro-Woolley as well as R&E Engineering.

Please contact me with any questions or if you require additional information regarding this matter.

Respectfully,



Cody R. Hart P.E.  
Reichhardt & Ebe Engineering



JUL 11 2012

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

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

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

July 3, 2012

The Honorable Mike Anderson, Mayor  
City of Sedro-Woolley  
325 Metcalf St  
Sedro-Woolley, WA 98284

Re: Outstanding Wastewater Treatment Plant Award for the Sedro-Woolley Wastewater Treatment Plant under National Pollutant Discharge Elimination System (NPDES) Permit #WA0023752

Dear Mayor Anderson:

Congratulations on receiving the Outstanding Wastewater Treatment Plant Award for 2011. The Department of Ecology's Northwest Regional Office commends the City of Sedro-Woolley for the exceptional performance of its wastewater treatment plant. The Sedro-Woolley Wastewater Treatment Plant's compliance record ranks among the top municipal wastewater treatment plants in Washington.

We appreciate the hard work and commitment that goes into compliance. Operations and maintenance, engineering, administrative support and management all contribute to fulfill the terms and conditions of your NPDES permit.

The Sedro-Woolley Wastewater Treatment Plant team should be commended for their dedication, resourcefulness, and award-winning efforts. It is a great accomplishment to operate and maintain a wastewater treatment plant in top-running order 24-hours a day, 365-days a year.

We are grateful for the commitment your community makes to treat its wastewater effectively. You deserve recognition for your significant contribution to safeguarding the valuable environmental, social, and economic benefits of the Skagit River. We look forward to continuing excellence in the upcoming years.

Please present the enclosed plaque to the operating staff of the treatment plant.

Thank you for working with us to protect Washington State's water quality.

Sincerely,

Kevin C. Fitzpatrick  
Water Quality Section Manager

KCF:AJ:bl

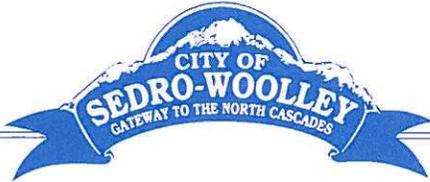
Cc: Mark Freiburger, Public Works Director  
Debra Allen, Plant Supervisor  
Amy Jankowiak, Ecology Compliance Specialist  
Tonya Lane, Ecology Permit Manager  
Central Files: Sedro-Woolley WWTP; Permit No. WA0023752; WQ 7.1



JUL 11 2012

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

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SUBJECT: PUBLIC COMMENT

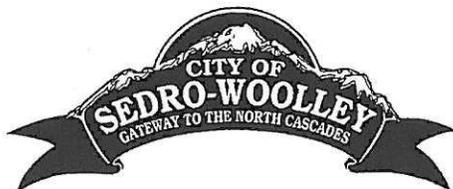
Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 11 2012

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

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



Eron M. Berg  
City Supervisor & Attorney

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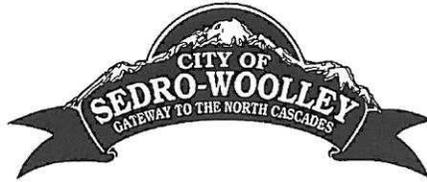
MEMO TO: City Council  
FROM: Eron Berg  
RE: RCW 29A.32.280  
DATE: July 11, 2012

**ISSUE:** Should the Council adopt the attached resolution appointing people to serve on committees to draft arguments for and against Sedro-Woolley Proposition 1?

**BACKGROUND:** RCW 29A.32.280 requires the City Council, whenever possible, to appoint up to three people to write arguments for the voters' pamphlet advocating for passage of a ballot proposition, and up to three people to advocate for rejection.

Attached is a press release requesting letters of interest from volunteers. To date, I have not received any letters of interest, but it is possible that the Council would hear from interested citizens on Wednesday night.

**RECOMMENDATION:** MOTION to adopt Resolution \_\_\_\_-12, a resolution appointing people to serve on committees to draft arguments for and against Sedro-Woolley Proposition 1.



Sedro-Woolley, Washington  
June 22, 2012

FOR IMMEDIATE RELEASE

The City of Sedro-Woolley City Council seeks interested citizens to serve on committees for and against Sedro-Woolley Proposition 1, the proposed 1/10<sup>th</sup> of 1% sales tax increase for public safety which will be on the November general election ballot.

Pursuant to RCW 29A.32.280, two committees shall be appointed by the City Council, one for and one against the measure with no more than three members on each committee. The purpose of the committees is to prepare the arguments advocating both approval and rejection of the ballot proposition in the voters' pamphlet that will be published by the Secretary of State and Skagit County Auditor.

Individuals who are interested in serving on either committee should send letter of interest to Eron Berg, City Supervisor, 325 Metcalf Street, Sedro-Woolley, Washington. This issue will be presented for Council consideration and possible action at the July 11, 2012 meeting. The meeting begins at 7:00 P.M. and is located at the City Council Chambers at 325 Metcalf Street, Sedro-Woolley. Letters of interest should be delivered to City Hall no later than July 5<sup>th</sup>, 2012.

*For more information, contact Eron Berg at 360-855-9922.*

###

Westlaw

West's RCWA 29A.32.280

Page 1



West's Revised Code of Washington Annotated Currentness

Title 29A. Elections (Refs &amp; Annos)

↳ Chapter 29A.32. Voters' Pamphlets

↳ Local Voters' Pamphlet

→ → **29A.32.280. Arguments advocating approval or disapproval--Preparation by committees**

For each measure from a unit of local government that is included in a local voters' pamphlet, the legislative authority of that jurisdiction shall, not later than forty-five days before the publication of the pamphlet, formally appoint a committee to prepare arguments advocating voters' approval of the measure and shall formally appoint a committee to prepare arguments advocating voters' rejection of the measure. The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments.

## CREDIT(S)

[2003 c 111 § 820, eff. July 1, 2004. Prior: 1994 c 191 § 2; 1984 c 106 § 10. Formerly RCW 29.81A.080.]

## LIBRARY REFERENCES

2005 Main Volume

Elections ↪ 197.

Westlaw Topic No. 144.

C.J.S. Elections §§ 190, 192.

West's RCWA 29A.32.280, WA ST 29A.32.280

Current with all Legislation from the 2011 2nd Special Session and 2012 Legislation effective through July 1, 2012

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END OF DOCUMENT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, APPOINTING MEMBERS OF COMMITTEES TO PREPARE ARGUMENTS FOR THE 2012 VOTERS' PAMPHLET FOR AND AGAINST SEDRO-WOOLLEY PROPOSITION 1 AS REQUIRED BY RCW 29A.32.280.**

**WHEREAS**, the City of Sedro-Woolley is asking the voters to consider raising sales taxes by 1/10<sup>th</sup> of 1% at this November's general election; and

**WHEREAS**, if approved, the proceeds of this sales tax increase would be used 100% for police and fire equipment; and

**WHEREAS**, RCW 29A.32.280 requires the City Council, whenever possible, to appoint members of committees to prepare arguments for the voters' pamphlet, for and against, the ballot proposition; and

**WHEREAS**, the City sent out a press release and published said press release on its website seeking volunteers to serve on these committees; and

**WHEREAS**, the City Council desires to follow state law; Now Therefore;

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

**Section 1. Committee For Proposition 1.** The following people are hereby appointed to prepare arguments advocating voters' approval of Sedro-Woolley Proposition 1:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 2. Committee Against Proposition 1.** The following people are hereby appointed to prepare arguments advocating voters' rejection of Sedro-Woolley Proposition 1:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_ day of July, 2012 and signed in authentication of its passage this \_\_\_\_ day of July, 2012

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

Attest:

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Patsy Nelson, Finance Director

Approved as to form:

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Eron Berg, City Attorney