

Next Ord: 1768-13
Next Res: 878-13

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 13, 2013

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar1 - 78

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. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #76307 to #76395 in the amount of \$95,984.47
 - Payroll Checks #55098 to #55198 in the amount of \$255,395.38
- d. Possible Bid Award - Public Works Agreement Nos. 2013-PW-18 - 2013 On Call Drainage Ditch Mowing
- e. Approval of Local Agency Federal Aid Project Prospectus and Agreement for the SR9 McGarigle to Summer Meadows Pedestrian/Bicycle Safety Improvements Project
- f. Possible Contract Amendment 01 - Contract 2013-PS-02 - Skagit Surveyors and Eng. Inc.
- g. Possible Contract Award - 2013 Ford Escape SE AWD - North Cascade Ford
- h. Professional Services Contract for Hearing Examiner - Scott Thomas
- i. Interlocal Agreement - Provision of Community Services 2013 (*revision*)
- j. Resolution 877-13 - Updating our Small Public Works and Consulting Rosters Process and Contract for Continued Use of MRSC Rosters Online Database

4. Public Comment.....79

PUBLIC HEARING

5. Proposed Amendment to the Sauk Mountain Development Agreement dated January 29, 2004 and first amended December 14, 2006.....81 - 91

NEW BUSINESS

6. Repeal of SWMC 6.12.025 prohibiting horses in part of the City (*first reading - late materials*)
7. 2013 Budget Amendment #1 (*action requested*).....93 - 96

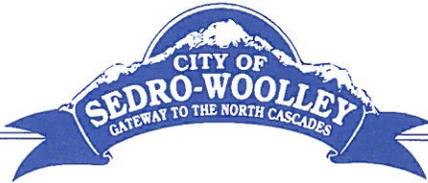
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

MAR 13 2013

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



DATE: March 13, 2013
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 13, 2013 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 13 2013

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
February 27, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson; Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #76219 to 76306 in the amount of \$219,853.06 (Void Check #76289)
 - Payroll Checks #54997 to #55097 in the amount of \$191,660.70
- Resolution 875-13 – Proclaiming April 14-20, 2013 as Economic Development Week

Councilmember Storrs moved to approve the consent calendar as presented. Seconded by Councilmember Lemley. Motion carried (6-0).

Skagit Valley Tulip Festival Presentation – Cindy Verge

Cindy Verge Executive Director of the Skagit Valley Tulip Festival introduced Tina Pullar, Skagit Valley Tulip Festival Board member who thanked the Council and City for their support to the Tulip Festival. Verge presented the 2013 Tulip Festival poster to the Council and explained the process for the selection of the poster artist.

Public Comment

No comment received.

UNFINISHED BUSINESS

Resolution – Final Plat Approval – Plat of Zoey’s Place

Planning Director Coleman reviewed the request for final plat approval for Zoey’s Place. He noted the plat was originally applied for in 2008. The plat consists of eight (8) single family residential lots at the southwest corner of Jones Road and Garden of Eden Road. He noted the original developer had some issues and the plat has been taken over by Whatcom-Skagit Housing who is requesting completion of the plat. Coleman stated that staff recommends Council authorize the Mayor to sign the plat documents for final approval.

Councilmember Loy commented on the project being a low income housing project.

Planning Director Coleman stated the plat has been purchased by Whatcom-Skagit Housing and the homes being built are under the Self Help housing program with applicants building the homes with “sweat equity”. The program is a way of getting people into high quality homes in a less expensive manner.

Councilmember Wagoner moved to approve Resolution No. 876-13 Granting Final Approval to the Plat of Zoey’s Place. Seconded by Councilmember Storrs.

Mayor Anderson questioned the responsibility of the retention pond with Council discussion following regarding the homeowner’s association, maintenance of play areas and retention ponds, recorded documentation, plat under rules prior to changes of the play area requirements and the lots being subject to park impact fees of \$1,500 per lot.

Motion carried (6-0).

Ordinance – PUD Water Utility Franchise

City Supervisor/Attorney Berg reviewed a change from the first reading of the PUD Water Utility Franchise to Section 25 which required the representatives to mediation have settlement authority; this was removed to reflect the Council’s role in any final settlement. Berg stated that the Cities of Burlington and Mount Vernon as well as PUD have yet to formally approve the document and noted the possibility of other amendments upon their review.

Councilmember Wagoner moved to adopt Ordinance No. 1767-13 an ordinance granting the PUD No. 1 of Skagit County a franchise to operate a water utility in Sedro-Woolley. Seconded by Councilmember Lemley. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported on Officer Lasley’s involvement in an organization called Safe Call Now, an organization that assists law enforcement and fire fighter personnel

with substance abuse issues. He noted that Officer Lasley contributes the organization for saving her life and her career. With the permission of the City and Police Department, Officer Lasley will be participating in a documentary on the organization for a National Geographic program titled "Drugs Inc." Wood stated they will be here on March 12th to film her part of the story and to do a ride along with her. He stated the program is a very well done documentary to be aired on the National Geographic channel.

Public Works Director Freiburger – reported on a failure of one of the pumping systems at the Wastewater Treatment plant. At the time of the failure there was not a valid on-call contract for that type of work so an emergency on-call agreement was issued to Pump Tech in order to make the necessary repairs. Freiburger reported on the Cook Road Interchange and continued discussions for a resolution on the Ferry/Cook Road turning motions with DOT. He also reported on the DOT donation of right of way for the project. The project is on track for going out for bid in May with construction to start in August. The bulk of the construction would be completed in 2013 with residual completed in 2014.

Council discussed the TIB approval of modifications, Cook Road paving scheduled for this summer on the County portion and the effectiveness of meetings in Olympia.

Councilmember Loy – reported he had the opportunity to do a ride along with one of the Police Officers and found it to be quite interesting and noted they do a fine job.

EXECUTIVE SESSION

The Council adjourned to executive session for the purpose of collective bargaining under RCW 42.30.140.4 at 7:23 P.M. for approximately 15 minutes with no decision anticipated.

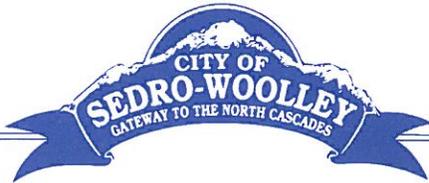
The Council reconvened at 7:35 P.M.

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

The meeting adjourned at 7:35 P.M.

MAR 13 2013

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



DATE: March 13, 2013
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 13, 2013.

Motion to approve Claim Checks #76307 to #76395 in the amount of \$95,984.47.

Motion to approve Payroll Checks #55098 to #55198 in the amount of \$255,395.38.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76307	ALLELUJAH BUSINESS SYSTEMS	MAINTENANCE OF LINES	SWR	22.93
		WARRANT TOTAL		22.93
76308	ALL-PHASE ELECTRIC	REPAIRS/MAINTENANCE	ST	314.48
		WARRANT TOTAL		314.48
76309	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	CWP	22.56
		OFFICE/OPERATING SUPPLIES	PD	99.47
		OPERATING SUPPLIES	SAN	241.02
		WARRANT TOTAL		363.05
76310	AMERICAN FLEET MAIN. LLC	REPAIRS/MAINT-EQUIP	FD	565.49
		WARRANT TOTAL		565.49
76311	ANDERSON, MIKE	MEALS/TRAVEL	EXE	42.37
		WARRANT TOTAL		42.37
76312	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.49
		MISC-LAUNDRY	ST	2.49
		LAUNDRY	SWR	8.33
		LAUNDRY	SWR	8.33
		WARRANT TOTAL		21.64
76313	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	181.15
		AUTO FUEL	PD	1,755.11
		AUTO FUEL/DIESEL	FD	624.01
		AUTO FUEL/DIESEL	CEM	192.35
		AUTO FUEL/DIESEL	ST	384.58
		MAINT OF GENERAL EQUIP	SWR	208.17
		AUTO FUEL/DIESEL	SWR	98.61
		AUTO FUEL/DIESEL	SWR	244.68
		AUTO FUEL/DIESEL	SAN	2,506.53
		VEHICLE FUEL	SWTR	362.76
		WARRANT TOTAL		6,557.95
76314	AT & T	TELEPHONE	JUD	2.37
		TELEPHONE	FIN	14.77
		TELEPHONE	LGL	6.33
		TELEPHONE	IT	.26
		TELEPHONE	PLN	.53
		TELEPHONE	ENG	20.05
		TELEPHONE	PD	44.32
		TELEPHONE	FD	7.39
		TELEPHONE	INSP	.53
		TELEPHONE	ST	.53
		TELEPHONE	LIB	2.11
		TELEPHONE	SWR	3.17
		TELEPHONE	SAN	3.17
		WARRANT TOTAL		105.53
76315	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS		300.93
		WARRANT TOTAL		300.93

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 03/13/2013 (Printed 03/07/2013 15:17)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76316	BICKNELL, JUSTIN	EMPLOYEE WELLNESS	ENG	60.00
		WARRANT TOTAL		60.00
76317	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR	1,725.00
		WARRANT TOTAL		1,725.00
76318	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	117.07
		WARRANT TOTAL		117.07
76319	BLUNT, TAMARA	UNIFORMS/ACCESSORIES	PD	16.21
		WARRANT TOTAL		16.21
76320	BOULDER PARK, INC	SOLIDS HANDLING	SWR	6,546.21
		WARRANT TOTAL		6,546.21
76321	BRAT WEAR	UNIFORMS/ACCESSORIES	PD	1,287.04
		UNIFORMS/ACCESSORIES	PD	164.36
		WARRANT TOTAL		1,451.40
76322	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	63.49
		PUBLIC UTILITIES	FD	301.56
		UTILITIES-COMMUNITY CTR	PK	133.52
		UTILITIES-SENIOR CENTER	PK	274.33
		UTILITIES-HAMMER SQUARE	PK	89.18
		UTILITIES - SHOP	PK	55.15
		UTILITIES - SHOP	PK	51.82
		PUBLIC UTILITIES-CITY HALL	PK	1,707.80
		PUBLIC UTILITIES	ST	135.08
		PUBLIC UTILITIES	ST	23.64
		PUBLIC UTILITIES	LIB	226.10
		PUBLIC UTILITIES	SWR	131.40
		PUBLIC UTILITIES	SAN	296.11
		WARRANT TOTAL		3,489.18
76323	CODE PUBLISHING INC.	LEGAL PUBLICATIONS	LGS	100.52
		WARRANT TOTAL		100.52
76324	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	14.91
		SUPPLIES	FIN	37.53
		SUPPLIES	ENG	12.93
		WARRANT TOTAL		65.37
76325	COMCAST	INTERNET SERVICES	IT	127.47
		WARRANT TOTAL		127.47
76326	CONCRETE NOR'WEST, INC.	STREET TREE MAINTENANCE	ST	273.02
		WARRANT TOTAL		273.02
76327	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	112.77
		OPERATING SUPPLIES	SWR	102.29
		OPERATING SUPPLIES	SWR	93.16
		WARRANT TOTAL		308.22

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76328	CUES	MAINTENANCE OF LINES	SWR	789.90
		MAINTENANCE OF LINES	SWR	577.96
		WARRANT TOTAL		1,367.86
76329	DATA BASE RECORDS DESTRUCTION LLC	SUPPLIES	JUD	22.39
		SUPPLIES	FIN	22.39
		SUPPLIES/BOOKS	PLN	6.51
		SUPPLIES	ENG	6.51
		OFFICE/OPERATING SUPPLIES	PD	44.78
		OFF/OPER SUPPS & BOOKS	INSP	6.50
		WARRANT TOTAL		109.08
76330	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE-EQUIP	PD	86.56
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	75.74
		REPAIR/MAINTENANCE-EQUIP	PD	113.62
		WARRANT TOTAL		1,563.50
		76331	DOUGHER, MELISSA	UNIFORMS/ACCESSORIES
WARRANT TOTAL				140.65
76332	E & E LUMBER	OPERATING SUP - RIVERFRONT	PK	37.66
		REPAIRS/MT-RIVERFRONT	PK	23.80
		REPAIR/MT-BINGHAM PARK	PK	40.59
		REPAIR/MT-BINGHAM PARK	PK	38.95
		REPAIR/MT-NORTH TOWNSHIP	PK	43.27
		OPERATING SUPPLIES	CEM	14.92
		WARRANT TOTAL		199.19
76333	EDASC	COMMUNICATION	EXE	380.00
		WARRANT TOTAL		380.00
76334	EMERGENCY REPORTING	PROFESSIONAL SERVICES	FD	483.65
		WARRANT TOTAL		483.65
76335	FEDERAL CERTIFIED HEARING	PROF SERVICE-MEDICAL EXAMS	FD	20.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		20.00
76336	FRONTIER	TELEPHONE	PD	55.44
		TELEPHONE	PD	46.90
		PUBLIC UTILITIES-CITY HALL	PK	59.07
		PUBLIC UTILITIES-CITY HALL	PK	110.87
		TELEPHONE	CEM	66.67
		TELEPHONE	LIB	114.04
		TELEPHONE	SWR	216.89
		TELEPHONE	SAN	86.56
		WARRANT TOTAL		756.44
76337	GOLDSTREET DESIGN AGENCY INC	MAINTENANCE OF LINES	SWR	1,528.00
		WARRANT TOTAL		1,528.00
76338	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
76339	GUARDIAN SECURITY	REPAIR/MAINT-CITY HALL	PK	119.02
		REPAIR/MAINT-CITY HALL	PK	54.10
		WARRANT TOTAL		173.12
76340	HACH COMPANY	OPERATING SUPPLIES	SWR	153.10
		OPERATING SUPPLIES	SWR	223.33
		WARRANT TOTAL		376.43
76341	HAYDEN, PATRICK	PROFESSIONAL SERVICES	JUD	150.00
		WARRANT TOTAL		150.00
76342	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		WARRANT TOTAL		75.00
76343	INGRAM LIBRARY SERVICES	BOOKS - SKAGIT COUNTY	LIB	51.84
		BOOKS - SKAGIT COUNTY	LIB	16.52
		BOOKS - SKAGIT COUNTY	LIB	38.87
		BOOKS - SKAGIT COUNTY	LIB	18.49
		BOOKS - SKAGIT COUNTY	LIB	33.73
		WARRANT TOTAL		159.45
76344	JOYS BAKERY & CAFE	EMPLOYEE WELLNESS (MEALS)	EXE	214.24
		WARRANT TOTAL		214.24
76345	KESSELRING'S	MACHINERY & EQUIPMENT	PD	697.90
		MACHINERY & EQUIPMENT	PD	237.83
		WARRANT TOTAL		935.73
76346	KROESEN'S INC.	UNIFORMS	PD	151.09
		WARRANT TOTAL		151.09
76347	L N CURTIS & SONS	OPERATING SUPPLIES	FD	107.47
		WARRANT TOTAL		107.47

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76348	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	898.00
		WARRANT TOTAL		898.00
76349	LAUTS INC.	SOLID WASTE DISPOSAL	SAN	170.52
		WARRANT TOTAL		170.52
76350	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	38.74
		WARRANT TOTAL		38.74
76351	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	346.49
		REPAIR/MAINT-STREETS	ST	2,787.21
		WARRANT TOTAL		3,133.70
76352	MIKE HAWKINGS TRUCKING, LLC	PROFESSIONAL SERVICES	SAN	350.00
		WARRANT TOTAL		350.00
76353	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	705.17
		PROFESSIONAL SERVICES	INSP	688.33
		WARRANT TOTAL		1,393.50
76354	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	650.29
		WARRANT TOTAL		650.29
76355	NORTH CASCADE QUICK LUBE	REPAIR/MAINTENANCE EQUIP	PK	46.93
		REPAIR/MAINTENANCE EQUIP	PK	37.92
		REPAIR/MAINTENANCE EQUIP	PK	42.50
		WARRANT TOTAL		127.35
76356	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	40.23
		REPAIR & MAINT - AUTO	PD	788.79
		WARRANT TOTAL		829.02
76357	NORTHWEST REGIONAL	DUES/SUBSCRIPTIONS	PD	400.00
		WARRANT TOTAL		400.00
76358	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	18.87
		SUPPLIES/BOOKS	PLN	1.94
		SUPPLIES/BOOKS	PLN	31.02
		SUPPLIES/BOOKS	PLN	20.74
		SUPPLIES	ENG	15.75
		SUPPLIES	ENG	1.93
		SUPPLIES	ENG	31.02
		SUPPLIES	ENG	20.74
		OFF/OPER SUPPS & BOOKS	INSP	15.75
		OFF/OPER SUPPS & BOOKS	INSP	1.94
		OFF/OPER SUPPS & BOOKS	INSP	31.02
		OFF/OPER SUPPS & BOOKS	INSP	20.73
		WARRANT TOTAL		211.45
76359	OLIVER-HAMMER CLOTHES	SUPPLIES	ENG	108.18
		OPERATING SUPPLIES	SAN	91.95
		WARRANT TOTAL		200.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76360	ORCA PACIFIC INC.	OP SUPPLIES-CHEMICALS	SWR	493.18
		WARRANT TOTAL		493.18
76361	OWEN EQUIPMENT COMPANY	MAINTENANCE OF LINES	SWR	233.16
		WARRANT TOTAL		233.16
76362	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	19.35
		UTILITIES-RIVERFRONT	PK	154.38
		UTILITIES-COMMUNITY CTR	PK	63.82
		UTILITIES-SENIOR CENTER	PK	267.24
		UTILITIES-TRAIN	PK	25.63
		UTILITIES-HAMMER SQUARE	PK	72.27
		UTILITIES-BINGHAM & MEMORIAL P		34.59
		UTILITIES - OTHER	PK	53.43
		PUBLIC UTILITIES-CITY HALL	PK	175.26
		PUBLIC UTILITIES	CEM	53.89
		PUBLIC UTILITIES	ST	50.29
		PUBLIC UTILITIES	LIB	22.49
		PUBLIC UTILITIES	SWR	195.30
		PUBLIC UTILITIES	SAN	40.87
		WARRANT TOTAL		1,228.81
76363	PUMPTECH INC.	MAINT OF GENERAL EQUIP	SWR	1,685.37
		WARRANT TOTAL		1,685.37
76364	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	31.78
		PUBLIC UTILITIES	FD	121.65
		UTILITIES-RIVERFRONT	PK	386.74
		UTILITIES-COMMUNITY CTR	PK	288.93
		UTILITIES-SENIOR CENTER	PK	551.58
		UTILITIES-TRAIN	PK	40.13
		UTILITIES-HAMMER SQUARE	PK	219.77
		UTILITIES-BINGHAM & MEMORIAL P		74.95
		UTILITIES - SHOP	PK	62.63
		UTILITIES - SHOP	PK	18.03
		UTILITIES - OTHER	PK	10.27
		PUBLIC UTILITIES-CITY HALL	PK	2,462.68
		PUBLIC UTILITIES	CEM	93.45
		PUBLIC UTILITIES	ST	7.73
		PUBLIC UTILITIES	ST	96.35
		PUBLIC UTILITIES	ST	258.10
		PUBLIC UTILITIES	ST	403.97
		PUBLIC UTILITIES	LIB	257.11
		ADVERTISING	HOT	43.72
		PUBLIC UTILITIES	SWR	10,878.72
		PUBLIC UTILITIES	SAN	179.36
		PUBLIC UTILITIES	SWTR	148.50
		WARRANT TOTAL		16,636.15
76365	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	328.08
		WARRANT TOTAL		328.08

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76366	RENE'S WORLD	SUPPLIES	ENG	10.82
		WARRANT TOTAL		10.82
76367	SAFETY MEETING OUTLINES	TELEPHONE	PK	24.40
		SAFETY EQUIPMENT	CEM	24.40
		MISC-DUES/SUBSCRIPTIONS	ST	24.40
		OPERATING SUPPLIES	SWR	24.40
		OPERATING SUPPLIES	SAN	24.40
		WARRANT TOTAL		122.00
76368	SECRETARY OF STATE	INTERNET	LIB	406.73
		BOOKS - SKAGIT COUNTY	LIB	342.92
		WARRANT TOTAL		749.65
76369	SEDRO-WOOLLEY AUTO PARTS	OFFICE/OPERATING SUPPLIES	CWP	17.51
		OFFICE/OPERATING SUPPLIES	CWP	9.10
		OFFICE/OPERATING SUPPLIES	CWP	11.66
		REPAIR & MAINTENANCE	CS	135.35
		MACHINERY & EQUIPMENT	PD	4.92
		SMALL TOOLS/MINOR EQUIP	CEM	39.05
		REPAIR/MAINT-EQUIP & BLDG	CEM	13.61
		REPAIR/MAINTENANCE-EQUIP	ST	11.29
		OPERATING SUPPLIES	SWR	68.17
		WARRANT TOTAL		310.66
76370	SEDRO-WOOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	82.00
		WARRANT TOTAL		82.00
76371	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	8,640.50
		WARRANT TOTAL		8,640.50
76372	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	6,820.32
		MISC-FILING FEES/LIEN EXP	SAN	3,688.16
		OPERATING SUPPLIES	SWTR	463.82
		WARRANT TOTAL		10,972.30
76373	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	128.93
		WARRANT TOTAL		128.93
76374	SKAGIT COUNTY TREASURER	TAXES & ASSESSMENTS	ST	2.38
		TAXES & ASSESSMENTS	SWR	22.35
		TAXES & ASSESSMENTS	SWTR	18.97
		WARRANT TOTAL		43.70
76375	SKAGIT READY MIX, INC.	REPAIRS/MAINT-BUILDING	SAN	486.90
		WARRANT TOTAL		486.90
76376	SKAGIT CO. UTILITY COORD.	MISC-DUES/SUBSCRIPTIONS	SWR	75.00
		WARRANT TOTAL		75.00
76377	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	60.00
		ADVERTISING	PLN	145.00

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		205.00
76378	SORSDAL, HEATHER	UNIFORMS/ACCESSORIES	PD	14.79
		UNIFORMS/ACCESSORIES	PD	173.00
		WARRANT TOTAL		187.79
76379	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	9.34
		OFFICE/OPERATING SUPPLIES	PD	27.14
		OFFICE/OPERATING SUPPLIES	PD	80.80
		OFFICE SUPPLIES	SWR	4.56
		WARRANT TOTAL		121.84
76380	STILES & STILES	PROFESSIONAL SERVICES	CIV	50.00
		WARRANT TOTAL		50.00
76381	SUBURBAN PROPANE, L.P.	PROPANE	CEM	726.12
		WARRANT TOTAL		726.12
76382	TKE CORP	REPAIR/MAINT-CITY HALL	PK	762.70
		WARRANT TOTAL		762.70
76383	TRUE VALUE	OFFICE/OPERATING SUPPLIES	CWP	28.97
		OPERATING SUPPLIES	FD	12.97
		OPERATING SUP - RIVERFRONT	PK	4.64
		OPERATING SUP - SENIOR CTR	PK	12.96
		OPERATING SUP - HAMMER SQ	PK	35.67
		REPAIRS/MT-RV PARK	PK	77.43
		OPERATING SUPPLIES	ST	20.08
		SMALL TOOLS/MINOR EQUIP	ST	50.82
		OPERATING SUPPLIES	SWR	8.65
		OPERATING SUPPLIES	SWR	4.10
		OPERATING SUPPLIES	SAN	27.04
		WARRANT TOTAL		283.33
76384	USA BLUE BOOK	OPERATING SUPPLIES	SWR	554.50
		WARRANT TOTAL		554.50
76385	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	67.95
		WARRANT TOTAL		67.95
76386	VALLEY AUTO SUPPLY	OFFICE/OPERATING SUPPLIES	CWP	55.66
		OFFICE/OPERATING SUPPLIES	CWP	177.00
		OPERATING SUPPLIES	PK	40.53
		REPAIR/MAINTENANCE-EQUIP	ST	4.52
		WARRANT TOTAL		277.71
76387	VERIZON WIRELESS	TELEPHONE	EXE	55.42
		TELEPHONE	FIN	55.42
		TELEPHONE	LGL	55.42
		POSTAGE	IT	55.42
		CELL PHONES	ENG	166.26
		TELEPHONE	PD	166.26

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	PD	440.11
		TELEPHONE	PD	364.48
		TELEPHONE	FD	400.14
		TELEPHONE	FD	70.90
		TELEPHONE	PK	107.29
		TELEPHONE	CEM	39.06
		TELEPHONE	ST	63.94
		NEXTEL CELL PHONES	SWR	170.73
		NEXTEL CELL PHONES	SAN	139.12
		WARRANT TOTAL		2,349.97
76388	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	180.00
		INTERGOV SVC-GUN PERMITS	PD	144.00
		WARRANT TOTAL		324.00
76389	WA STATE DEPT OF REVENUE	Licensing fees	FIN	96.48
		WARRANT TOTAL		96.48
76390	WA ST DEPT OF TRANS	ENG SR20 COOK RD REALLIGN	ART	396.52
		WARRANT TOTAL		396.52
76391	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		7,256.30
		WARRANT TOTAL		7,256.30
76392	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	SWR	8.64
		WARRANT TOTAL		8.64
76393	SHELLEY'S SHACK, LLC	GENERAL BUSINESS LICENSES		35.00
		WARRANT TOTAL		35.00
76394	WHALEN, DENNIS	BUILDING PERMITS		6.75
		BUILDING REVIEW FEES		4.39
		WARRANT TOTAL		11.14
76395	GOMEZ, JOHN DBA RIVER DOG	GENERAL BUSINESS LICENSES		35.00
		WARRANT TOTAL		35.00
		RUN TOTAL		95,984.47

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
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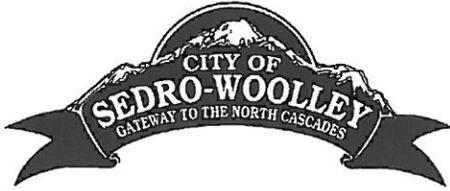
PAGE 10

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	33,964.54
101	PARK FUND	9,069.43
102	CEMETERY FUND	1,263.52
103	STREET FUND	5,914.17
104	ARTERIAL STREET FUND	396.52
105	LIBRARY FUND	1,670.58
108	STADIUM FUND	43.72
230	1996 G/O BOND REDEMPTION FUND	300.93
401	SEWER FUND	34,035.30
412	SOLID WASTE FUND	8,331.71
425	STORMWATER	994.05
TOTAL		95,984.47

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
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DEPARTMENT	AMOUNT
001 000 000	7,337.44
001 000 011	160.52
001 000 012	1,072.76
001 000 013	692.03
001 000 014	241.50
001 000 015	513.14
001 000 016	50.00
001 000 017	183.15
001 000 018	316.50
001 000 019	224.61
001 000 020	454.19
001 000 021	9,741.91
001 000 022	11,506.82
001 000 024	1,469.97
FUND CURRENT EXPENSE FUND	33,964.54
101 000 076	9,069.43
FUND PARK FUND	9,069.43
102 000 036	1,263.52
FUND CEMETERY FUND	1,263.52
103 000 042	5,914.17
FUND STREET FUND	5,914.17
104 000 042	396.52
FUND ARTERIAL STREET FUND	396.52
105 000 072	1,670.56
FUND LIBRARY FUND	1,670.58
108 000 019	43.72
FUND STADIUM FUND	43.72
230 000 082	300.93
FUND 1996 G/O BOND REDEMPTION FUND	300.93
401 000 035	34,035.30
FUND SEWER FUND	34,035.30
412 000 037	8,331.71
FUND SOLID WASTE FUND	8,331.71
425 000 031	994.05
FUND STORMWATER	994.05
TOTAL	95,984.47



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 13 2013

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible bid award – Public Works Agreement Nos. 2013-PW-18
2013 On Call Drainage Ditch Mowing**
DATE: March 1, 2013 (for Council action March 13, 2013)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2013-PW-18 for the 2013 On Call Drainage Ditch Mowing with Industrial Mowing & Spraying of Mount Vernon, WA in the amount not to exceed \$40,223.35?

BACKGROUND/DISCUSSION

The city closed bids on February 14, 2013 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 \$40,223.35.

The second bid from SMS Holdings and Investments, dba Seattle Maintenance Solutions of Lynnwood, WA was considerably lower at \$25,383.72. Review of this bid indicated that the contractor did not own the equipment needed to complete the work, and had not bid for the actual scope of work. After completing a walkthrough of the project areas and discussion of the necessary equipment needed to complete the project SMS Holdings and Investments, dba Seattle Maintenance Solutions withdrew their bid. As a result, Industrial Mowing became the only responsive bidder.

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 and was the successful low bidder for the City of Sedro-Woolley in 2012.

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, and will fund 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.

The contract is a one-year agreement, running through December 31, 2013.

FINANCE

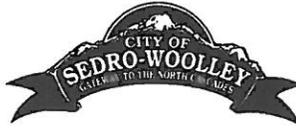
The work will be generally funded as follows:

Sedro-Woolley Sub Flood funds per Skagit County ILA 2012	\$20,000
Skagit County portions of Brickyard Creek per ILA 2012-	\$ 5,000
City ditch mowing & dredging	\$18,000
TOTAL 2013 BUDGET 425.000.031.531.50.41.02 Contracted Services Stormwater	\$43,000

ESTIMATED COST PER INDUSTRIAL MOWING BID \$40,223.35

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2013-PW-18 for the 2013 On Call Drainage Ditch Mowing with Industrial Mowing & Spraying of Mount Vernon, WA in the amount not to exceed \$40,223.35.



PUBLIC WORKS AGREEMENT 2013-PW-18

Project Name: 2013 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**, 17389 Bennett Road, Mount Vernon, WA 98273 (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, clearing and dredging 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 **\$40,223.35**

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, 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: **Mowing, clearing and dredging of city drainage ditch facilities per Invitation to Bid dated January 24, 2013 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 _____, 2013, for the Contractor, _____.

EXECUTED, this the _____ day of _____, 2013, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

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

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

DATED at _____, Washington, this ____ day of _____, 20__.

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

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

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

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

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

Approved: _____
Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal
Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

CITY OF SEDRO-WOOLLEY
City

BY: _____
Signature & Title

BY: _____
Authorized Signature & Title

Address

Address

City State Zip

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

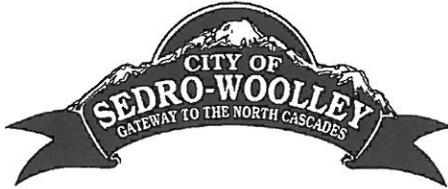
EXHIBIT A

2013' EQUIPMENT RATE SHEET

From: Industrial Mowing & Spraying
17389 Bennett Rd.
Mt. Vernon, Wa. 98273
Phone: 360-428-5910

1- ASV (all season vehicles, Low ground pressure, Tracked---	\$ 95.00
2- Boom Mowers, "Several" reaches up to 25'-----	\$ 80.00
3- Boom Mower, Tiger, w/ 30 reach-----	\$115.00
4- Sidemount mowers-----5' shoulder mower-----	\$ 70.00
5- Rearmount mowers 7'- to 10 ' width-----	\$ 75.00
6- Mini Excavator w/ buckets-----	\$ 85.00
7- Kobelco 120 w/ mowers or buckets-----	\$125.00
8- Vermeer chipper w/ truck-----	\$165.00
9- 10 yd dump-----	\$ 85.00
10- 45,000# Rollback equipment transport-----	\$105.00
11- Lowboy 35 ton-----	\$125.00
12- Man labor -----	\$ 45.00
13- Man labor w/ tools, (Chainsaw, gas, oil , weed eaters, etc.0\$	62.50

Valid thru 12/31/13



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 13 2013

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Approval of Local Agency Federal Aid Project Prospectus and Agreement for the SR9 McGarigle to Summer Meadows Pedestrian/Bicycle Safety Improvements Project**

DATE: March 4, 2013 (for Council review March 13, 2013)

ISSUE

Shall council move to authorize Mayor Anderson or his designee to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement for the SR9 McGarigle to Summer Meadows Pedestrian/Bicycle Safety Improvements Project?

BACKGROUND/DISCUSSION

WSDOT has awarded state funding for the SR9 McGarigle to Summer Meadows Bicycle/Pedestrian Safety Improvements Project.

The attached Local Agency Prospectus and Local Agency Agreement documents are the next step in obligating the federal funds for the project.

The estimated project total cost is \$351,000. The state grant funding total is \$300,000. Local match funding totaling \$51,000 from the GMA Impact Fee fund was authorized by council at the August 22, 2012 council meeting.

MOTION:

Move to authorize the Mayor or his designee to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement for the SR9 McGarigle to Summer Meadows Pedestrian/Bicycle Safety Improvements Project.

	Prefix	Route	()	Date	3/14/2013
Federal Aid Project Number		SR9		Central Contractor Registration Exp. Date	4/3/2013
Local Agency Project Number			(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001361

Agency City of Sedro-Woolley		Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title SR 9 Pedestrian/Bicycle Safety Improvements		Start Latitude	N48.514273	Start Longitude	W122.225411
		End Latitude	N48.516405	End Longitude	W122.225561
Project Termini From -- To McGarigle Summer Meadows		Nearest City Name Sedro-Woolley		Project Zip Code 98284	
From:	To:	Length of Project		Award Type	
MP 57.43	MP 57.59	0.16 miles		<input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Federal Agency <input type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number	1150	County Number	29
		County Name	Skagit	WSDOT Region Northwest Region	
Congressional District 2		Legislative Districts	39	Urban Area Number	30
				TMA / MPO / RTPO Skagit Council of Governmts	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$45,000	\$45,000	\$0	12	2012
R/W	\$0	\$0	\$0		
Const.	\$306,000	\$6,000	\$300,000	7	2013
Total	\$351,000	\$51,000	\$300,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 22'	Number of Lanes 2
----------------------	----------------------

SR9 is a two-lane 35 mph minor arterial with a traffic volume of over 11,000 ADT, 11' travel lanes and 1' to 5' paved shoulders draining to open ditches within the project area. No sidewalks exist within the project vicinity. Large concentrations of school age children live in low and moderate income housing located east of SR9 along Summer Meadows and other subdivisions east of SR9. These children are primarily transported by school bus to Cascade Middle School and Evergreen Elementary School, although they are within easy walking and bicycling distance of the neighborhoods.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project includes sidewalk, curb, gutter, bike lane, stormwater improvements, educational materials and events, and emphasis patrols.

Local Agency Contact Person David Lee, PE	Title City Engineer	Phone 360-855-3219
Mailing Address 325 Metcalf Street	City Sedro-Woolley	State WA
		Zip Code 98284

By 

Project Prospectus Approval Approving Authority

Title Director of Public Works Date 3/14/2013

Agency City of Sedro-Woolley	Project Title SR 9 Pedestrian/Bicycle Safety Improvements	Date 3/14/2013
---------------------------------	--	-------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	24'	2

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> <input type="checkbox"/> Major Collector <input type="checkbox"/> <input type="checkbox"/> Minor Collector <input type="checkbox"/> <input checked="" type="checkbox"/> Local Access
	Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35 mph	25 mph
Design Speed	35 mph	25 mph
Existing ADT	11,000	250
Design Year ADT	11,000	250
Design Year	2012	2012
Design Hourly Volume (DHV)	880	20

Performance of Work		
Preliminary Engineering Will Be Performed By Sedro-Woolley Engineering Department with Contract Surveying & Environ	Others 25 %	Agency 75 %
Construction Will Be Performed By Construction Contractor and Local Agency Construction Engineering	Contract 88 %	Agency 12 %

Environmental Classification	
<input checked="" type="checkbox"/> Final <input type="checkbox"/> Preliminary <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

The project Environmental Classification Summary was approved on 5/10/2010. The project also has received Nationwide Permit NWS-2010-763 clearance dated August 5, 2010. Executive Order 05-05 clearance is required prior to construction fund obligation.

Agency City of Sedro-Woolley	Project Title SR 9 Pedestrian/Bicycle Safety Improvements	Date 3/14/2013
---------------------------------	--	-------------------

Right of Way

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> No Right of Way Required
* All construction required by the contract can be accomplished within the existing right of way. | <input type="checkbox"/> Right of Way Required
<input type="checkbox"/> No Relocation | <input type="checkbox"/> Relocation Required |
|---|--|--|

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
None.

FAA Involvement
Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Sedro-Woolley

Date 2/27/2013

By _____
Mayor/Chairperson

Highways and Local Programs State Funding Agreement		Agency and Address City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284
Work by Public Agencies		
Agreement Number	Maximum Amount Authorized \$300,000.00	Location and Description of Work (See also Exhibit "A") SR 9 Pedestrian/Bicycle Safety Improvements Project - SR9 MP 57.43 McGarigle Road to MP 57.59 Summer Meadows Court
Participating Percentage 100%	Project Number	

This AGREEMENT is made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE			
a. Agency			
b. Other Non-State Participation			
c. Other Enforcement			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
f. Agency			
g. Other			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract	275,000.00		275,000.00
l. Other Consultant Survey			
m. Other			
n. Other Non-Participate - Survey	5,000.00	5,000.00	
o. Agency	25,000.00		25,000.00
p. State	1,000.00	1,000.00	
q. Total CN Cost Estimate (k+l+m+n+o+p)	306,000.00	6,000.00	300,000.00
r. Total Project Cost Estimate (e+j+q)	306,000.00	6,000.00	300,000.00

**I
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: Mayor

Date: _____

**IV
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX
Supplement**

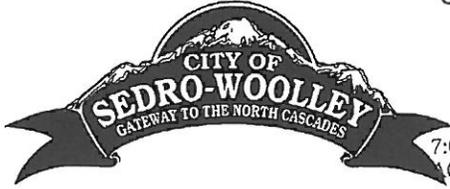
This agreement may be modified or supplemented only in writing by both parties.

STATE

By: _____

Director, Highways and Local Programs

Date: _____



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 13 2013

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Contract Amendment 01
Contract 2013-PS-02
Skagit Surveyors and Engineers Inc.**
DATE: March 5, 2013 (for Council action March 13, 2013)

ISSUE:

Shall council move to authorize Mayor Anderson to execute contract amendment 01 to Contract 2013-PS-02 with Skagit Surveyors and Engineers Inc. of Sedro-Woolley, WA for the extension of the existing on-call engineering support services related to the city's surveying and engineering needs to \$50,000?

BACKGROUND / DISCUSSION:

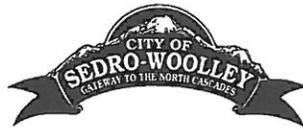
The attached amendment would extend the contract amount from the original not-to exceed total of \$25,000 to \$50,000 to allow for additional topographic surveying necessary in designing several road and sidewalk projects this year that are included in the 2013 Budget.

FINANCIAL:

Funds for these projects are available from Accounts:
001.000.020.595.10.41.00 – Engineering – Professional Services
104.000.042.595.10.63.01 – Engineering – SR9 Lucas to Park Cottage
104.000.042.595.10.63.02 – Engineering – SR20/Cook Realignment
104.000.042.595.10.63.25 – Engineering – SR9 McGarigle to Summer Meadows
104.000.042.595.10.63.30 – Engineering - Third Street Overlay
104.000.042.595.10.63.35 – Engineering – Third Street Sidewalks

MOTION:

Move to authorize Mayor Anderson to execute Amendment No. 1 for Professional Services Agreement No. 2013-PS-02 with Skagit Surveyors and Engineers Inc. of Sedro-Woolley, WA extending the "not to exceed" agreement total to \$50,000.



AMENDMENT NO. 1

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-02
Dated December 13, 2012
Between The City of Sedro-Woolley, Washington
And Skagit Surveyors and Engineers Inc.

This Amendment revises the above contract as follows:

Section 6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates, not to exceed under this agreement
 \$50,000.00 without prior approval of the Director of Public Works/City Engineer.
 Pursuant to the schedule set forth on **Exhibit B, "Skagit Surveyors & Engineers Fee Schedule"**

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.

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

DATED this **14th** day of **March, 2013**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

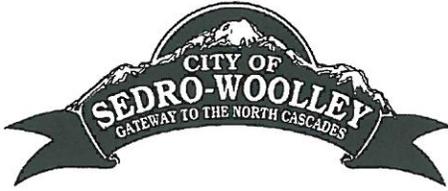
Approved as to Form:

City Attorney

CONTRACTOR:

Skagit Surveyors & Engineers Inc.

By: _____



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 13 2013

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

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

Mark A. Freiburger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson
FROM: Mark A. Freiburger, PE *afg*
RE: **Possible Contract Award
2013 Ford Escape SE AWD
North Cascade Ford**
DATE: March 6, 2013 (for Council action March 13, 2013)

RECOMMENDATION:

The Public Works/Engineering Department recommends that a contract in the amount of \$27,552.64, including sales tax, be awarded to North Cascade Ford of Sedro-Woolley, WA for one (1) 2013 Ford Escape SE AWD.

BACKGROUND:

On February 11, 2013, the city advertised for bids for One (1) Small Light Utility/Crossover Four Wheel Drive, 2013 Ford Escape. Bids closed on March 6, 2013 with one bid received.

The single bid from North Cascade Ford of Sedro-Woolley, WA meets the advertised bid specifications.

FINANCIAL:

The purchase is budgeted from the Equipment Repair & Replacement Fund for a 2013 purchase, with a budget total of \$44,100. The proposed award will total \$27,552.64 with sales tax which is under the budgeted amount.

MOTION:

Move to award a contract in the amount of \$27,552.64, including sales tax, to North Cascade Ford of Sedro-Woolley, WA for one (1) 2013 Ford Escape SE AWD.

**City of Sedro-Woolley
2013 FORD ESCAPE BID SUBMITTAL SHEET**

Description	Price Per Unit	Qty	Extended Price
2013 Ford Escape with all Standard and Described Custom Equipment, including delivery Make/model bid: <u>2013 FORD ESCAPE SE AND</u>	\$ 25,394 ¹⁴	X 1	\$ 25,394 ¹⁴
SUBTOTAL			\$ 25,394 ¹⁴
<u>8.5</u> % Washington State Sales Tax			\$ 2158 ⁵⁰
TOTAL			\$ 27,552 ⁶⁴

State the number of calendar days to have a guaranteed delivered to Sedro-Woolley after receipt of Purchase Order: _____

Will you sell additional units to Sedro-Woolley or other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The City of Sedro-Woolley accepts no responsibility for the payment of the purchase price by other government agencies.

Yes No

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes No

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes No

Has the company operated at least 1 year without interruption? Yes No

Has an owner of the company been convicted of a crime within the past 10 years? Yes No

Does any employee or official of the City have any financial or other interest in your firm? Yes No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY NORTH CASCADE FORD

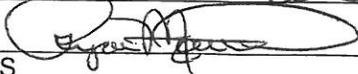
ADDRESS 116 W. FERRY ST

CITY/STATE/ZIP SEDRO-WOOLLEY, WA 98284

EMAIL ADDRESS: RYAN @ NORTH CASCADE FORD.COM

PHONE 360 855-1551 FAX 360-855-0371

NAME (PLEASE PRINT) RYAN MORRISON TITLE CSM

SIGNED  DATE 3-5-13

SEDRO-WOOLLEY BUSINESS LICENSE 08-221344

**City of Sedro-Woolley
2013 FORD ESCAPE
CUSTOMER REFERENCES**

1. Company Name CITY OF SEDRO-WOOLLEY POLICE DEPT
Business Address 325 METCALF ST SEDRO-WOOLLEY
Name of Contact ERON BERG
Title of Contact CITY SUPERVISOR
Telephone Number of Contact 360 855 1661
Description of Order 2013 ESCAPE / Multiple orders
Date of Order 2/25/13

2. Company Name SNELSON COMPANIES INC
Business Address 601 W. STATE ST. SEDRO WOOLLEY, WA
Name of Contact MIKE WOODMANSEE
Title of Contact CFO
Telephone Number of Contact 360-856-6511
Description of Order Multiple orders
Date of Order 2007 - 2013

VENDOR INFORMATION

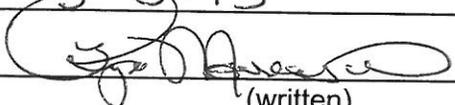
Years of Operation: 10

Warranty Policies and Procedures: AS PER MANUFACTURER

**City of Sedro-Woolley
2013 FORD ESCAPE
NON COLLUSION CERTIFICATION**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: NORTH CASCADE FORD
Mailing Address: 116 W. FERRY ST
City/State/Zip: SEDRU-WOOLLEY, WA 98284
Title: CSM
Date: 3-5-13
Authorized Signature: 
(written)
Authorized Signature: RYAN MORRISON
(typed/printed)

MAR 13 2013

CONTRACT FOR PROFESSIONAL SERVICES

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

THIS AGREEMENT, made and entered into this ____ day of **March, 2013**, by and between the **CITY OF SEDRO-WOOLLEY**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **SCOTT THOMAS**, address 801 Apache Drive, Mount Vernon, WA 98273 (hereinafter referred to as the CONSULTANT).

WHEREAS, the City Council adopted Ordinance 1607-08 establishing the office of the Sedro-Woolley Hearing Examiner and qualifications for that office; and,

WHEREAS, the City desires to engage a professional skilled in land-use law, to serve as the City's hearing examiner; and,

WHEREAS, SCOTT THOMAS, ESQ., (hereinafter referred to as the "HEARING EXAMINER"); will perform Hearing Examiner duties;

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

A. The HEARING EXAMINER on behalf of the CONSULTANT agrees to perform the following professional services for the city:

- (1) To act in the capacity of Hearing Examiner for the City of Sedro-Woolley, as set forth in the Sedro-Woolley Municipal Code (Ordinance 1607-08 as exists today or as hereafter amended; a copy of which is attached and incorporated into this Agreement);
- (2) To conduct and hearings related to the City's land use regulatory laws. The Hearing Examiner shall receive and examine all admissible evidence regarding cases to be heard, conduct public hearings, and submit written Findings, Conclusions, Recommendations and Decisions within statutory time limits and as specified by the Sedro-Woolley Municipal Code;
- (3) To conduct public hearings not related to land use matters, as mutually agreed by the CITY and the Hearing Examiner;
- (4) To meet with the City Council, as requested by the Council, to discuss matters pertinent to the conduct and practices of the Hearing Examiner.

B. All obligations and services of the HEARING EXAMINER undertaken pursuant to this Agreement on behalf of the CONSULTANT shall be performed diligently and completely in accordance with professional standards of conduct and performance, including the Cannons of Judicial Conduct promulgated by the Washington Supreme Court.

- C. This Agreement shall terminate on **December 31, 2015**, unless sooner terminated in accordance with the provisions of this Agreement, provided that this Agreement may be extended for such times and on such terms as the parties mutually agree. Subsequent changes to the hourly rate schedule shall be negotiated between the parties at least 45 days prior to the date of termination.

II. Hearing Examiner's Obligations

- A. The Hearing Examiner at the CONSULTANT'S own expense shall provide at least one original report of the Examiner's Findings, Conclusions and Decisions or Recommendations (as required by the Sedro-Woolley Municipal Code) for each case by delivering the same to the Sedro-Woolley Planning Department within the time constraints imposed by law.

III. City's obligations.

- A. The City shall schedule all hearings to be heard by the HEARING EXAMINER, and shall provide the HEARING EXAMINER with at least 10 days notice of the date of such hearings; shall provide to the HEARING EXAMINER written staff reports, maps, and such other exhibits as may be required at least seven (7) days prior to hearing; shall provide public notice of hearings and decisions as required by law; shall make all the required copies of said decisions and correspondence, and mail such decisions and correspondence to all parties of record as may be required by law; shall keep and maintain all official files and records of the hearings; and shall do all other tasks necessary to administratively process said materials.
- B. The City shall furnish a hearing room, speaking system, tapes and tape-recorder; shall schedule all necessary meetings before the City Council; prepare draft ordinances for City Council review, and approval; and provide a secretary who shall be present at Hearing Examiner hearings to tape record the verbatim record, keep notes, letters and list exhibits. The City shall also prepare a formal list of exhibits for the final written hearing examiner decision or recommendation.

IV. Compensation and Payment.

- A. The CITY shall pay the CONSULTANT as sole compensation for the services performed under this contract, such sums of money as are arrived at by computing the actual number of hours expended by the HEARING EXAMINER in the performance of this contract and multiplying such total hours by **ONE HUNDRED TEN DOLLARS (\$110.00)**.
- B. The CONSULTANT shall be paid monthly, on the basis of invoices submitted. The CONSULTANT shall submit an original written invoice, with necessary and appropriate documentation, as determined by the CITY, for work completed during the previous month.

- C. Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- E. In the event the CONSULTANT fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONSULTANT authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONSULTANT'S total compensation.

III. Termination of Agreement.

- A. Either party may terminate this Agreement at any time, with or without cause, by giving 30 days notice to the other party in writing. In the event of termination, all finished and unfinished work prepared by the HEARING EXAMINER pursuant to this Agreement shall be provided to the CITY by the CONSULTANT, provided, that the CITY'S termination shall be pursuant to Ordinance 1607-08.

IV. Rights in Data and Publications.

- A. Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the CITY. Pursuant to U.S.C. § 201, the CITY will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work products to be provided by the HEARING EXAMINER under this Agreement and shall include, but not be limited to, draft and final reports, documents surveys, studies, films, tapes and/or sound reproductions.

V. Contract Administration and Management.

- A. The Director of the Planning Department for the CITY shall have primary responsibility for administering and approving services to be performed by the HEARING EXAMINER, and shall coordinate all communications between the CONSULTANT, HEARING EXAMINER and the CITY.
- B. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C. The CONSULTANT, at such times and in such form as the CITY may require, shall furnish the CITY with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The CONSULTANT will make available to the CITY all

work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this Agreement.

- D. The CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- E. The CONSULTANT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of the CITY.

VI. Independent Contractor Status.

- A. The CONSULTANT is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the CITY.
- B. The CONSULTANT acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONSULTANT agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the CONSULTANT'S status as an independent contractor. If the CITY is assessed, liable or responsible in any manner for those charges or taxes, the CONSULTANT agrees to hold the CITY harmless from those costs, including attorney's fees.
- C. The CONSULTANT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing, provided that the CITY shall provide appropriate chambers for the HEARING EXAMINER to conduct hearings.
- D. The CONSULTANT, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONSULTANT shall obtain a business license under Title V of the Sedro-Woolley Municipal Code.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VII. Non-discrimination.

The CONSULTANT agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONSULTANT shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the

CONSULTANT with any of the non-discrimination provisions of this Agreement, the CITY shall be deemed to have cause to terminate this Agreement, in whole or in part.

VIII. Conflict of Interest.

- A. It is anticipated that there will be times when the HEARING EXAMINER cannot serve because of illness, vacation, conflict of interest, appearance of fairness, or other reasons. The City may appoint an examiner pro tem during these periods or any other time deemed appropriate by the City.
- B. The CONSULTANT shall comply with all federal, state, and City conflict of interest laws, statutes and regulations.

IX. Interpretation and Venue.

- A. Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF SEDRO-WOOLLEY

SCOTT THOMAS, ESQ.

Mayor

SCOTT THOMAS, ESQ.

801 Apache Drive
Mount Vernon, WA 98273

Tax ID#: _____

Finance Director

Approved as to form:

City Attorney

MAR 13 2013

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

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
THE CITY OF SEDRO-WOOLLEY

PROVISION OF COMMUNITY SERVICES
Calendar Year 2013

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Division, within the department of Community Services**, and in connection therewith employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to senior citizens. For the purpose of this Contract, a senior citizen will be defined as any person 55 years of age or older. As a result of other contractual agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an agreement whereby the County will furnish to the City certain administrative and professional services and the City will pay for the services so performed. This contract is general in nature and reflects the broad responsibilities the County has for the provision of services to the Senior Citizen. Attached to this contract and incorporated by reference is an addendum relating the specific responsibilities of the County and the City to make provisions for the delivery of services to the senior program.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement, the County will furnish administrative and professional services to the City; said services to consist primarily of the following:

PROGRAM SERVICES FOR SENIOR CITIZENS

A. Nutritional Services

1. Congregate meals: hot, nutritionally balanced noon-time meals are served at the Senior Centers.

2. Home-delivered meals: Senior Citizens over the age of 60 who are homebound and unable to prepare meals for themselves or attend Senior Centers may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound Senior Citizens weekdays.

The meal delivery can be a temporary or an on- going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service. Periodic reassessments are conducted to re-evaluate need.

3. Liquid food supplements are available to seniors with special nutritional needs.

B. Senior Center

The County provides comprehensive senior programs at community focal points identified as Community/Senior Centers. The Center Coordinator shall coordinate social and health care services for Senior Citizens (Nutrition, Transportation, Health Screens, etc.) as well as develop a program of social and recreational activities, including special events and trips. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local Senior Citizens in the formulation of programs.

C. Coordination and Delivery of Supportive Services

The County provides the Senior Citizen with technical assistance in obtaining various human care and economic relief services. The Information and Assistance / Case Management office, through its trained staff, refers and coordinates the provision of these services to the Senior Citizen. These programs currently include legal services, social security information, tax relief, home winterization, chore services, foot care, blood pressure clinics, Medicaid and Medicare assistance, Transportation, among others.

D. Utilization of Media

Local media and websites will be utilized to inform the seniors of activities and services provided by the County. Community Services staff will provide weekly announcements to the local newspapers and radio stations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2013 through December 31, 2013.

4. MANNER OF FINANCING: The City shall pay for the services provided for this agreement the sum of twenty thousand four hundred and forty-one dollars (\$20,441.00). One fourth of the amount shall be due at the end of each quarter, that is March 31, June 30, September 30, December 31, 2013, and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.

5. ADMINISTRATION: Senior programs will function according to policies and procedures of Skagit County and in accordance with the Federal guidelines for Older Americans Act and Senior Citizen Service Act grants. These policies, guidelines and budgets will be monitored and evaluated by County Administrative staff. The County will provide supervisory and general staff to conduct and coordinate comprehensive services for seniors. Inasmuch as with the signing of this intergovernmental contract, the delivery of programs to senior citizens is a function of the County, managed by the Department of Community Services.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representative shall be the Director of Community Services, Senior Services Manager, and the Senior Center Coordinator.
- 5.2 The City's representative shall be _____ and _____.

6. OPERATIONS: The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this contract. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with the facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.

7. NO SUBLETTING: The County shall not rent or sublet the Sedro-Woolley Senior Center to third parties without consent of the City. Any lease or rental payments shall be payable to the City of Sedro-Woolley and deposited in the City general fund.

8. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. INDEMNIFICATION: County covenants and agrees to hold the City harmless from and to pay and defend any claims, causes of action, and suits for damage occurring as a result of the use of the leased premises for the operation of this agreement except of such claims, causes of action and suits for damages based on negligence of the City. It is further understood and agreed that the County and its employees are acting as independent contractors in the performance of the agreement and are in no way employees or agents of the City of Sedro-Woolley. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or City by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that no party hereto may assign the terms as

obligation of this Agreement without the prior consent of the other party, which consent shall not be reasonable delayed or withheld.

14. OTHER PROVISIONS:

A. Reports

Community Service reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in Community Service Programs. The statistical information included in this report will define hours and/or units of service provided to the Seniors and the cost for service provision. Annual reports will contain program narratives describing Senior Citizen Services.

B. Program Evaluation

1. Evaluation Committee - A committee of the two designated representatives from the City and the County shall meet annually to evaluate the existing program services. This committee shall make recommendations to the City and the County for the modification of Community Services specified in the attached addendum.
2. Audit - The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

GOVERNMENT AGENCY:

Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, _____.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

KENNETH A. DAHLSTEDT, Chairman

SHARON D. DILLON, Commissioner

RON WESEN, Commissioner

For contracts under \$5000:

County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Director

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board

CONTRACT ADDENDUM
PROVISION OF COMMUNITY SERVICES FOR
THE SEDRO-WOOLLEY SENIOR CENTER
COMMENCING JANUARY 1, 2013 - ENDING DECEMBER 31, 2013

PROGRAM SERVICES

1. **NUTRITION**

Skagit County Nutrition Project
309 South Third Street
Mount Vernon, WA 98273
Phone: (360) 419-3420

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA 98284
Phone: (360) 855-1531

Operating Hours: Congregate - M - F 11:30am – 12:30pm
Home-Delivered – M - F 12:00 noon (frozen weekend meal available)

Congregate Meals: Nutritionally balanced meals for senior citizens 60 years of age and older are served between 11:30am – 12:30pm at the senior center. No reservations necessary.

Estimated total congregate meals per year countywide: 55,000

Home-Delivered Meals: Senior citizens over the age of 60 who are unable to prepare nutritionally adequate meals for themselves and whom are homebound and unable to attend a Senior Center may have noon-time meals delivered to their homes. A staff member from the Skagit Nutrition Project makes an initial home visit to assess program eligibility of the homebound senior citizen, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual reassessments are conducted to re-evaluate eligibility. Frozen meals are available for weekends, holidays, and special requests.

Estimated total home-delivered meals per year countywide: 74,000

Liquid Meal Supplement: The Skagit Nutrition Project has Ensure Plus available at the Skagit County Senior Centers, which is available to senior citizens. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

Estimated total liquid food supplement meals distributed per year countywide: 14,400

2. **ADMINISTRATION and SENIOR CENTER**

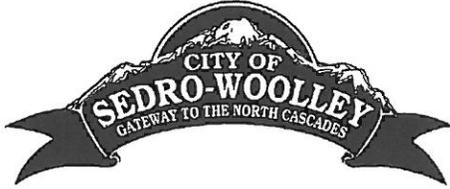
Skagit County Community Services
309 South Third Street
Mount Vernon, WA 98273
Phone: (360) 419-3420

Sedro-Woolley Senior Center
715 Pacific Street
Sedro-Woolley, WA
Phone: (360) 855-1531

Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

Senior Center serves as a community focal point where Senior Citizens can conveniently access services and activities which support their independence, enhance their dignity and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Community Service programs will take place within and emanate from this facility.

Estimated total senior visits per year: 20,000
Estimated total senior health screen participants: 2,000
Estimated total senior program participants: 25,000



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 13 2013

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Resolution – _____ Updating our Small Public Works and Consulting Rosters Process and Continued Use of MRSC Rosters Online Database**

DATE: March 6, 2013 (for Council review March 13, 2013)

ISSUE

Should the City Council adopt the attached resolution regarding the process of awarding contracts and the attached agreement with MRSC?

BACKGROUND:

The City of Sedro-Woolley has continued to contract with the Municipal Research and Services Center of Washington (MRSC) since January 1, 2008. They have hosted our official Small Works and Consultant Rosters in an online database for City use for many years. Attached is an updated contract for continued use and membership in the MRSC Roster process; also attached is a resolution that revises our small works/consultant rosters process. This resolution repeals the existing resolutions and continues to include a delegation of the authority to award bids under \$100,000 to the Mayor (those projects would require the Council's prior authorization through the budget process). This resolution also repeals and increases the existing Small Works Roster limit of \$200,000 to \$300,000.

REQUEST FOR ACTION:

Motion to approve the attached resolution and to authorize the Mayor to sign the attached MRSC contract.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS, AND A CONSULTING SERVICES ROSTER FOR ARCHITECTURAL, ENGINEERING AND OTHER PROFESSIONAL SERVICES.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement small works roster processes, the City is required by law to adopt a resolution establishing specific procedures;

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency; and

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

Section 1. Resolution No. 1319-18; 1431-02; 760-07 is hereby repealed.

Section 2. MRSC Rosters. The City of Sedro-Woolley has contracted with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for City use for small public works contracts and consulting services developed and maintained by MRSC and authorizes City Staff to sign that contract.

Section 3. Small Public Works Roster

The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they complete the online application and meet minimum State requirements for roster listing.

3. **Telephone, Written, or Electronic Quotations.** The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350 (2)

a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) mailing a notice to these contractors; or
- (iii) sending a notice to these contractors by facsimile or email.

c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars(\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010 After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due

from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.
6. **Award.** The Mayor or his designee shall present all telephone quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under \$100,000, the Mayor shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the Mayor's approval at the next scheduled City Council meeting by means of the consent agenda. For public works projects over \$100,000, the City Council shall award all public works contracts.

Section 4. Consulting Services Roster

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services may complete the online application at anytime and be listed if they meet the minimum State requirements.
3. **Professional Architectural and Engineering Services.** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

PASSED this ____ day of _____, 2013 and signed in authentication of its passage this ____ day of _____, 2013.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

(b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects, and will do so in accord with all applicable laws and regulations. The Public Agency shall be independently responsible for its own and the selected business' compliance with all additional or varying laws and regulations governing services, including all selection laws, and any other requirements as appropriate.

The Public Agency shall be independently responsible, consistent with applicable laws and its own policies and practices, for the determination that the selected businesses are responsible. The Public Agency also shall be independently responsible to conduct a consultant selection process consistent with applicable statutes, ordinances, and the requirements of the Public Agency and to enter into a contract directly with the business thus selected.

(c) Access to MRSC Rosters. MRSC shall make the MRSC Rosters and associated applications and qualifications for each available to the Public Agency by providing it with a user name and password for access to MRSC's online database MRSC Rosters.

4. Compensation of Businesses. The Public Agency shall be independently responsible for payments to any business that is selected as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

5. Effective Date and Term. This Contract shall be effective for a period of one year as of the publication date for the first MRSC biannual advertisement in January or June after the signing of the membership contract by both parties. MRSC will notify the Public Agency of the publication dates of each biannual legal notice the week prior to the publication dates. This Contract may be cancelled by either party as provided in Section 10.

6. Compensation of MRSC. The Public Agency will pay MRSC an annual membership fee in the amount of \$ ^{120.00} based on the Public Agency's total capital expenditures for the most recent complete fiscal year for the services under this Contract. Total capital expenditures for cities are the total of BARS code lines 594 and 595 and similar BARS codes for other public agencies. The amount will be paid in full prior to the publication by MRSC of the first biannual legal notice after the signing of the Contract, which will be either in January or June for the MRSC Rosters, and on the subsequent anniversary dates of the publication date.

Total Capital Expenditures*	Annual Membership Fee
Less than 5	\$120
5 to 10	\$240
10 to 15	\$360
15 to 25	\$480
25 to 50	\$600
More than 50	\$900

**Total capital expenditures in millions*

7. Relationship of Parties. MRSC agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

8. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses into which the Public Agency may enter as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising from any negligent act or omission that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

10. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

11. Non-assignment. MRSC shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

12. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

13. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of MRSC or the Public Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of MRSC or the Public Agency, as the case may be.

14. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

15. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

16. Contacts. For purposes of Contract administration, the Public Agency designates the following contacts:

Primary Contact:

Name: Julie Rosario
Title: Public Works Assistant
Email: jrosario@ci.sedro-woolley.wa.us
Telephone: 360-855-9932
Facsimile: 360-855-0733

Alternative Contact:

Name: Mark A. Freiburger, PE
Title: Director of Public Works
Email: mfreiburger@ci.sedro-woolley.wa.us
Telephone: 360-855-9933
Facsimile: 360-855-0733

17. Signatures. By signing this Contract, the signatories below certify that they have the authority to enter into this Contract, that they agree to payment of fees in accordance with the stated Public Agency Fee Structure and that they agree that the Public Agency shall be bound by and adhere to the Terms and Conditions stated.

MRSC

PUBLIC AGENCY

[Signature]

[Signature]

Executive Director
[Title]

Mayor
[Title]

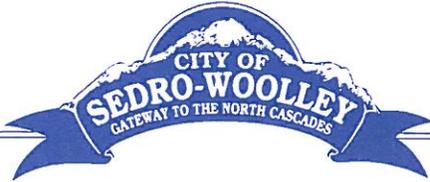
[Date]

[Date]

Submit signed contract with annual membership fee to:
MRSC Rosters
Municipal Research and Services Center
2601 Fourth Avenue
Suite 800
Seattle, WA 98121-1280

MAR 13 2013

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

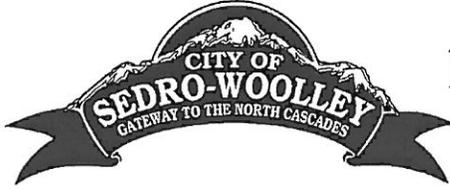


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 13 2013



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

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

MEMO TO: City Council
RE: Proposed amendment to the Sauk Mountain Development Agreement
dated January 29, 2004 and first amended December 14, 2006
DATE: March 13, 2013

ISSUE: Should the Council, after a public hearing, authorize the Mayor to sign the attached amendment to the January 29, 2004 Agreement between the City and two developers (Lange, now Seventh Heaven, LLC and Dukes Hill, LLC) regarding the timing of an outstanding requirement under that agreement.

BACKGROUND: The development agreement dated January 29, 2004 requires the developers to construct the "East-West Collector Road" and associated utilities to the west edge of their plats by January 9, 2007. Initially this construction was required at an earlier date, but was delayed by agreement. This road is the extension of Portobello from Sauk Mountain View Estates North and South Phase II and will provide access to the undeveloped "park" under the BPA power lines as well as access to the future development on land currently owned by Seventh Heaven and Dukes Hill. This proposal changes the timing of the road construction requirement from December 31, 2012 to December 31, 2017 or the approval of new plats on either owners' property, or upon the request of the city, whichever is sooner.

This amendment is presented as a solution to the problem of timing that first cropped up due to the sewer moratorium and persisted through the economic downturn.

RECOMMENDATION: Following the public hearing, a Motion to authorize the Mayor to sign the agreement.

**2nd AMENDMENT TO THAT CERTAIN DEVELOPMENT
AGREEMENT DATED JANUARY 29, 2004 and FIRST AMENDED ON
DECEMBER 14, 2006**

THIS AGREEMENT, made and entered into this _____ day of March, 2013 by and between the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation, hereinafter referred to as "City", and DUKES HILL, L.L.C., a Washington Limited Liability Company, hereinafter referred to as "Dukes Hill", and SEVENTH HEAVEN, LLC, a Washington Limited Liability Company, hereinafter referred to as "Seventh Heaven" or as "Lange", as successor in interest, is for the purpose of amending that certain Development Agreement dated January 29, 2004 and recorded under Skagit County Auditor's File Nos. 200401290098 and 200402030145 which was amended on December 14, 2006 and recorded under Skagit County Auditor's File No. 200612210120.

RECITALS

A. The City, Dukes Hill and Lange are all parties to a Developer Agreement dated January 29, 2004, which specified certain conditions and terms of development based upon certain assumptions made at that time.

B. Beginning on June 9, 2004 and continuing through the date of this Agreement, the City enacted a series of interim zoning control ordinances imposing a moratorium on certain areas of the City, including the properties subject to the January 29, 2004 Agreement. Ordinance No. 1474-04, Ordinance No. 1476-04, Ordinance No. 1492-04, Ordinance No. 1507-05, Ordinance 1528-05, Ordinance 1545-06 and Ordinance 1551-06 declare an emergency as a result of a lack of capacity to provide sewer service in certain parts of the City.

C. Dukes Hill and Lange each agreed to take certain actions under the January 29, 2004, Agreement including the construction of the East-West collector road and associated utilities (extension of Portobello) to the west edge of the Plats (described in the January 29, 2004 Agreement) no later than January 9, 2007.

D. Dukes Hill and Lange both deeded to the City the East-West collector road following the execution of the Amendment Agreement from December 14, 2006.

F. The parties now desire to again extend the time required to complete the construction of the East-West collector road and tie timing of the construction of that road and associated utilities to planned future development.

NOW, THEREFORE, for and in considerations of the mutual covenants herein, the parties agree as follows:

1. Section 3. B. ii. of the January 29, 2004, Agreement is amended to read as follows:

Provide for the construction of the E-W collector road and associated utilities described above (Portobello) to the west edge of the Plats (including parks) not later than December 31, 2017, or as a condition of final approval of any development on Dukes Hill 2 (legally described in Exhibit A), or as requested by the City in writing with one year's notice, whichever is sooner, to the satisfaction of the City.

a. Dukes Hill agrees that this is a continued obligation from the development of Dukes Hill 1 (described as Sauk Mountain View Estates North phase II in the January 29, 2004, Agreement), and other than for purposes of securing performance of the obligation and timing, is not related to the future development of Dukes Hill 2.

b. Dukes Hill agrees to construct and pay one-half of the costs associated with the construction of the E-W collector road and associated utilities as the earlier of final approval of future development on Dukes Hill 2, final approval of future development on Lange 2, upon written request from the City with one year's notice, or December 31, 2017. This provision may be specifically enforced by any party to this Agreement.

2. Section 2. B. ii. of the January 29, 2004 Agreement is amended to read as follows:

Provide for the construction of the E-W collector road and associated utilities described above (Portobello) to the west edge of the Plats (including parks) not later than December 31, 2017, or as a condition of final approval of any development on Lange 2 (legally described in Exhibit B), or as requested by the City in writing with one year's notice, whichever is sooner to the satisfaction of the City.

a. Lange agrees that this is a continued obligation from the development of Lange 1 (described as Sauk Mountain View Estates South phase II in the January 29, 2004, Agreement), and other than for purposes of securing performance of the obligation and timing, is not related to the future development of Lange 2.

b. Lange agrees to construct and pay one-half of the costs associated with the construction of the E-W collector road and associated utilities as the earlier of final approval of future development on Dukes Hill 2, final approval of future development on Lange 2, upon written request from the City with one year's notice, or December 31, 2017. This provision may be specifically enforced by any party to this Agreement.

3. Amendment: All other provisions of the January 29, 2004, Agreement remain unchanged.

4. Binding on Successors; Covenant to Run with Land. This Agreement is intended to protect the value of the property, as well as the public health, safety and welfare of the City, and the benefits and burdens inuring to Dukes Hill, Seventh Heaven, and the City from this Agreement shall run with the real property described herein (and in

the January 29, 2004, Agreement), and shall be binding upon Dukes Hill, Seventh Heaven, their heirs, successors, and assigns and the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

CITY OF SEDRO-WOOLLEY

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this day personally appeared before me MIKE ANDERSON and PATSY NELSON, to me known to be the Mayor and Clerk of the City of Sedro-Woolley, a Washington Municipal Corporation, who executed the within and foregoing instrument and acknowledged to me that she signed and sealed the same as the free and voluntary act and deed of the said City, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this ____ day of _____, 2013.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____
Print Name _____

EXHIBIT A

Legal Description of DUKES HILL 2

The West ½ of the Northeast ¼ of the Northwest ¼ of Section 18, Township 35 North, Range 5 North, W.M.

Situated in Skagit County, Washington.

EXHIBIT B

Legal Description of LANGE 2

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 35 North, Range 5 East of W.M., Together with that portion of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 18 more particularly described as follows:

Beginning at the Northwest corner of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North $88^{\circ}18'58''$ East along the North line of said East $\frac{1}{2}$, 247.17 feet to a point of curvature; thence Southwesterly along the arc of a curve to the left having a radius of 270.00 feet through a central angle of $14^{\circ}50'04''$ an arc distance of 35.15 feet to a point of tangency; thence South $73^{\circ}28'54''$ West along said tangent 39.07 feet to a point of curvature; thence along the arc of a curve to the right having a radius of 42.96 feet to a point of tangency; thence South $88^{\circ}18'58''$ West along said tangent 55.63 feet; thence North $02^{\circ}21'47''$ West, 30.00 feet to the point of beginning.

Situated in Skagit County, Washington.

MAR 13 2013

ORDINANCE NO. _____-13

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

AN ORDINANCE REPEALING SWMC 6.12.025, PROHIBITING HORSES, CATTLE AND MULES WITHIN SPECIFIED BOUNDARIES OF THE CITY OF SEDRO-WOOLLEY

Whereas, the Council adopted Ordinance 1029 in 1986 which included, as section 2, a prohibition on horses, cattle and mules within a specified geographic area within the city center that is basically bordered by SR 20/Moore Street, SR 9, State Street and Township Street; and

Whereas, the Sedro-Woolley City Council heard from residents who support this change and who indicated a desire to ride horses to, from, in and through the center of the city; and

Whereas, the Sedro-Woolley City Council now desires to relax those regulations and no longer prohibit such livestock from moving through the center of the city; now therefore,

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

Section 1. SWMC 6.12.025 is hereby repealed.

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

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2013, and signed in authentication of its passage this ____ day of _____, 2013.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: March 13, 2013

Second Reading by City Council:

Approval by City Council:

Signed by the Mayor:

Date of Publication:

Memorandum

MAR 13 2013

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

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 3/6/2013

Re: 2013 Budget Amendment #1

Issue: Should the Council adopt the attached ordinance which amends the 2013 budget?

Background information: The majority of the proposed changes to the 2013 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>
<u>Parks</u>		
<i>(Shop modifications as a result of operations consolidation)</i>		
101.000.076.576.80.11.00 Salaries		-6,000
101.000.076.594.76.31.00 Buildings & Structures		6,000
<u>Streets</u>		
<i>(Shop modifications as a result of operations consolidation)</i>		
103.000.042.542.30.31.00 Operating Supplies		-6,000
103.000.042.594.43.31.00 Buildings & Structures		6,000
<u>Arterial Streets</u>		
<i>(New project revenues and related expenditures as well as adjustments to projects which continued from 2012)</i>		
104.000.000.308.80.00.00 Beginning Cash	-316,648	
104.000.000.333.20.20.51 STPR SR20/Cook Realign	203,057	
104.000.000.334.03.60.25 SRTS SR9 McGar/Smr M	300,000	
104.000.000.334.03.80.30 TIB Third Street Paving	420,000	
104.000.000.334.03.80.35 TIB Third Street Sidewalks	118,000	
104.000.000.341.82.00.00 Engineering Services	39,192	
104.000.103.397.00.00.00 Transfer from Fund 103	78,400	
104.000.042.595.10.63.01 Eng-SR9 Lucas/Pk Cottage		25,000
104.000.042.595.10.63.02 Eng-SR20/Cook Realign		175,540
104.000.042.595.10.63.03 Eng-SR20/Cook SKAT		11,782
104.000.042.595.10.63.04 Eng-SR20/Cook PUD		16,657

	<u>Revenue</u>	<u>Expenditures</u>
104.000.042.595.10.63.05 Eng-SR20/Cook PSE		2,940
104.000.042.595.10.63.25 Eng-SR9 McGarigle/Smr Mead		45,000
104.000.042.595.10.63.30 Eng-Third Street Paving		20,000
104.000.042.595.10.63.35 Eng-Third Street Sidewalks		4,000
104.000.042.595.30.63.30 Const-Third Street Paving		447,000
104.000.042.595.61.63.25 Const-SR9 McGarigle/Smr Mead		306,000
104.000.042.595.61.63.35 Const-Third Street Sidewalks		145,400
104.000.100.597.00.00.00 Transfer to General Fund 001		15,000
104.000.900.508.80.00.00 Ending Cash		-372,318

Library Fund

(Increase ending cash to decrease the need for interfund cash flow loans, and carryover unspent grant monies)

105.000.000.308.80.00.00 Beginning Cash	32,402	
105.000.072.572.20.41.03 Programming Grants		2,500
105.000.072.594.72.64.01 Books – Skagit County		5,035
105.000.900.508.80.00.00 Ending Cash		24,867

Special Investigations Fund

(Carryover of unanticipated cash & related expenditures)

109.000.000.308.80.00.00 Beginning Cash	10,368	
109.000.021.521.21.51.00 State Fees		1,500
109.000.021.594.21.64.00 Equipment		8,868

Recommendation: Approve Ordinance # -13 an Ordinance amending Ordinance No. 1762-12 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2013.”

AN ORDINANCE AMENDING ORDINANCE 1762-12 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2013

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2013 Budget.

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

Section 1. The 2013 Budget, adopted by Ordinance 1762-12, and passed by the City Council on December 12, 2012 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 2013 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2013 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,909,532
101 PARKS FUND	638,913
102 CEMETERY FUND	150,963
103 STREET FUND	837,823
104 ARTERIAL STREET FUND	2,666,484
105 LIBRARY FUND	438,794
106 CEMETERY ENDOWMENT FUND	118,646
107 PARKS RESERVE FUND	615
108 STADIUM FUND (HOTEL/MOTEL)	49,813
109 SPECIAL INVESTIGATIONS FUND	22,802
111 DOG FUND	1,938
112 CODE ENFORCEMENT FUND	29,027
113 PATHS AND TRAILS FUND	42,101
205 G/O BOND REDEMPTION FUND 2008	265,394
206 G/O BOND 2008 RESERVE FUND	155,850
230 G/O BOND 1996 REDEMPTION FUND	288,715
302 CAPITAL PROJECTS RESERVE FUND	417,618
303 BUILDING MAINTENANCE RESERVE FUND	188,980

310 POLICE MITIGATION RESERVE FUND	22,101
311 PARKS IMPACT FEE RESERVE FUND	35,311
312 FIRE IMPACT FEE RESERVE FUND	25,554
332 PWTF SEWER CONSTRUCTION FUND	00
401 SEWER OPERATIONS FUND	3,711,430
402 SEWER OPERATIONS RESERVE FUND	615,646
407 98 SEWER REV BOND REDEPTION FUND	807,855
410 SEWER FACILITES RESERVE FUND	2,775,696
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,950,668
413 SOLID WASTE RESERVE FUND	175,299
425 STORMWATER FUND	639,993
426 STORMWATER RESERVE FUND	80,500
501 EQUIPMENT REPLACEMENT FUND	1,153,262
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 23,635,755

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 13TH DAY OF MARCH, 2013.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney