

Next Ord: 1792-14
Next Res: 897-14

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

April 9, 2014

7:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1-64

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 #178980 to #179074 in the amount of \$164,268.18
 - Payroll Checks #58082 to #58107 plus EFT's in the amount of \$254,856.70
- d. Ordinance 1791-14 - Budget Amendment #1
- e. Professional Services Agreement No. 2014-PS-15 for On-Call Traffic Modeling Professional Services
- f. Professional Services Agreement No. 2014-PS-16 with Carol Worthen for Local Source Control Program Services
- g. Proposed Amended Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit Re SR20-Cook Road Realignment and Extension Project
- h. Resolution 896-14 Declaring Certain Property as Surplus and Authorizing its Disposition
- 4. Skagit Watershed Council Presentation – Richard Brocksmith
- 5. Public Comment.....65

UNFINISHED BUSINESS

- 6. Ordinance - Utility Tax Rates (2nd reading).....67-70
- 7. Resolution - Building, Planning & Engineering Fee Schedule (2nd reading).....71-91

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

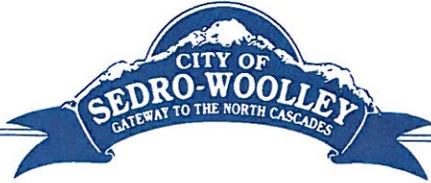
- 8. Minor contracts approved under SWMC 2.104.060 (if any).....93-99
 - a. Purchase Order 2014-PO-08 for Capacity Tote Yard Goat, Model TJ 4000D
 - b. Agreement for the Distribution of Licensed Pictometry Orthographic Images

EXECUTIVE SESSION

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

APR 09 2014

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



DATE: April 9, 2014
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 April 9, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Kevin Loy

___ Ward 2 Councilmember Germaine Kornegay

___ Ward 3 Councilmember Brenda Kinzer

___ 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.

APR 09 2014

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 26, 2014 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman 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 #178877 – 178979 plus EFT's in the amount of \$164,262.05 (Void Check #178902)
 - Payroll Checks #58068 to #58081 plus EFT's in the amount of \$184,591.97
- SWPD Chief Appointment

Councilmember Lemley moved to approve the consent calendar items A through D. Seconded by Councilmember Galbraith. Motion carried (7-0).

Mayor Anderson informed the audience of the retirement of Police Chief Doug Wood and the appointment of Lin Tucker as his replacement for Police Chief.

Rotary Presentation – Mark Christ

Mark Christ of the Sedro-Woolley Rotary Club presented a drawing of proposed improvements to the Metcalf Park to include restrooms, moving of Tesarik Field and maintaining the Babe Ruth Ball Field within the plan. Christ spoke of the criteria they followed and introduced Steve Massey, head of Rotary's special projects committee who will be heading the project. He then requested approval to build restrooms on City property and answered Council questions regarding the restrooms, turf surface and the backstop.

Police Chief Wood added that the McIntyre Foundation has inquired and is interested in funding a viewing area for the skate park with picnic tables and portable bleachers. He noted they are working on gathering pricing and the project would coincide with the Rotary project.

Councilmember Sandström moved to allow Rotary to proceed with their project. Seconded by Councilmember Kornegay. Motion carried (7-0).

Councilmember Wagoner moved to allow the McIntyre Foundation to proceed with their project. Seconded by Councilmember Kornegay. Motion carried (7-0)

Public Comment

Peter Herd – 8567 Garden of Eden Rd. read a statement in opposition of the proposed industrial zoning change within the Garden of Eden area. He cited increased air, noise and water pollution as well as increased flooding, traffic and a decrease in property values.

Dorothy DeFremry – 316 Garden of Eden Rd., noted she has e-mailed each Councilmember with her concerns. She spoke of concerns with road access, a salmon stream running through the area and short notification. She noted that people live there due to the area being largely undeveloped. DeFremry encouraged Councilmembers to read the e-mail she sent which addresses her concerns.

John Fuller – 23117 Jones Road, addressed the Council to express his appreciation to Police Chief Doug Wood and Police Department. He also extended his congratulations to Lt. Tucker as the Chief's replacement and congratulated the Mayor and Council for their decision on Lt. Tucker. Fuller spoke of the well trained and professional department, community policing and being treated like friends and neighbors. He encouraged the city to maintain the philosophy within the department. Fuller's comments were met with a large round of applause.

Linda Tilley – 127 N. Central, thanked Police Chief Wood for his years of service and the betterment of the community. She noted she is proud to say she's from Sedro-Woolley. Tilley also addressed the property rezone and questioned why there is consideration of bringing in more industrial land when what we have is not fully utilized. She spoke of the need to fill in the core rather than spreading it around and also addressed the need for a thriving downtown.

Roy Lindsay – 22928 Apple Ln. requested Council to not proceed with the rezone. He spoke of the effect on the value of the property.

Elizabeth Fernando – 508 Creek Ln., announced the first piece of public art is now hanging in City Hall. The acquisition of the piece was facilitated by the Arts Council. Fernando announced the upcoming open house with the artist to be held on April 8th at 4:00 P.M.

PUBLIC HEARING

Utility Tax Rates

City Supervisor/Attorney Berg addressed the need for funding of the police department in regards to staffing. He also addressed the decrease in the size of the force as well as the elimination of a full time code enforcement officer and a full time transcriptionist as a

result of the recession. He noted all city staff has been doing more with less still maintaining a high level of service. Berg stated the path is no longer sustainable and Chief Wood identified the critical issue and began the change through his retirement. Berg reviewed internal changes placing the emphasis at the patrol level. A Code Enforcement Officer will be hired with the funds from the retirement of the Administrative Secretary. He then reviewed the proposed ordinance which increases the utility tax by 4%. The additional tax revenue would help to fund additional officers.

City Supervisor/Attorney also noted the retirement of Sgt. Dougher, changes in the labor market and training. He presented a history of the utility tax increase and compared the tax with neighboring cities.

Berg entertained Council questions including the amount of increase to the average rate payer (\$3.25 per month), rehiring of officers and code enforcement training.

Police Chief Wood thanked everyone for their kind words. He commented on the great Police Department that is high functioning and well respected. He noted the need has been there for a long time and has been a top priority of the Council. Wood stated he believes the residents to be supportive of the utility tax increase for the purpose of maintaining the Police Department.

Mayor Anderson opened the public hearing at 7:38 P.M.

Linda Tilley – 127 N. Central, stated she wants to fund police department but addressed being on a fixed income, current cost of the bill and cost increases for everything. She also questioned if the Police Department goes beyond the city limits for calls. She addressed the inequity in the bill being only two people in her residence paying as much as a household of five people.

Pete Shamp – 819 Lucas Dr., presented a history of rates and increases back to 2000. He compared the billing on a duplex from 2000 to 2014 in comparison with assessed value and rental market. Shamp also spoke of road blocks for anyone trying to do projects or for businesses going in. He stated he doesn't agree with the increase and commented that you can't grow a city on taxes you can only grow a city on growth.

Paul Eaton – addressed the Council stating he is the officer hired to fill the last new position in the department as the 14th officer ten years ago. He encouraged Council to pass the increase to fund the well understaffed police department. He shared a couple incidents as an officer that greatly impacted him as a police officer where manpower was a major hindrance and could have caused a great liability to the City. Eaton stated the days of having one officer on duty alone are gone. Speaking as a citizen he noted that he and his neighbors expect a service that the Police Department is not able to provide. The money the increase would take from his monthly budget is well worth the price. He closed by asking the Council to approve the increase.

Heather Sorsdal – Sedro-Woolley Police Officer and a previous resident of 1106 Talcott, read a list of critical incidents the police department has responded to in her almost six years with the department. She also noted that the first thing an officer learns in training is not to act without backup stating that currently there are many times this is not possible

as they work alone. Sorsdal spoke of meeting Councilmembers who are appreciative and supportive of their work and asked that they return the favor and give the officers what they desperately need.

Melissa Dougher – 938 Presidio, currently employed as a Detective in the Department and is due to retire July 1st. She noted her whole career the department has worked understaffed. The chronic understaffing makes it difficult to provide professional service and is unsafe for the officers. Speaking as a citizen Dougher urged the council to fix the problem and noted she is willing to help by paying the tax because the benefits outweigh the cost.

Jason Harris – addressed the Council stating in January he was promoted to Sergeant and previously served 3 ½ years as a Detective noting they were tough years. He spoke of the drug emphasis, seizing cars, mobile homes and cash. Harris commented that they are now falling behind the curve due to inadequate staffing and rather than being proactive they are a reactive department.

Judy Haugness – 401 Warner St., a former Whatcom County resident, having lived in Sedro-Woolley for 18 months. She addressed the Council and said she never considered the safety issue before she moved here and has had two incidents since living here and feels very vulnerable in her own home. She noted the great response from the Police and does not want to be put in a position where they can't respond. Haugness stated she supports the increase in order to have adequate police service.

Matt Vollans – 613 Cedar Tree Dr., a long time citizen and Sedro High School graduate and a five year officer of the police department. He thanked Chief Wood for his service noting he was his DARE officer in grade school. Vollans voiced his support for the increase in utility tax. He noted the city has a population of over 10,000 with crimes of a city over 10,000. The City leaders need to make responsible decision and staff its police department like a city over 10,000. He spoke of responding to shootings and stabbings and the safety risk to officers working alone. He also stated we cannot rely on neighboring departments to help and need to be a self-sufficient. Vollans expressed the need for more officers on street and it should not take tragedy to open our eyes.

Rhonda Lasley – 350 N. Central, stated she was sworn in on March 6th 2012 and has 17 years previous experience with the Skagit County Sheriff office. Lasley said one of the reasons she resigned from the Sheriff office was she was not going to risk her life to provide less than mediocre services. She noted that she is proud to be part of the department and questioned how you put a value on a level of service for protection of property and life. She spoke of a shooting incident and being on duty alone with her back up coming from Burlington.

Mike Ellis – 10000 block of Sterling Rd., a nine year employee thanked everyone who has supported the police department especially Chief Wood for his mentoring and City Supervisor/Attorney Eron Berg for the great lengths in creativity in order to provide the basic services. He also thanked the citizens for taking time to be involved in government.

Tara Ellis – 10000 block of Sterling Rd. and wife of Officer Ellis. Presented a perspective from a wife of a police officer being overworked, and understaffed. She

noted officers are working when they shouldn't because there are no other options. She also commented that as the wife of a police officer it's hard to hear that a few extra dollars aren't worth the safety of the officers and begged everyone to support them and keep them safe.

Steve McCartt – 815 Evans Dr., Sedro-Woolley school teacher stated that he chose Sedro-Woolley to live because of the beauty of the town. He addressed suspicious activity in his neighborhood and noted they have installed a home security system due to the activities. He commented there is nothing that devalues the cost of a city more than crime and paying for peace of mind is worth the increase. McCartt urged support of the increase.

Elizabeth Fernando – 608 Creek Ln. and owner of Simply Silver and More in downtown addressed the council and said most people are speaking of the cost but it needs to be looked at as an investment in the community. People and businesses will not come if they don't feel safe. She noted she believes the downtown to be on the cusp of having a great downtown and urged everyone to invest in the community, shop downtown and to please vote yes.

Jed Cates – Sedro-Woolley resident and a Burlington Police Officer, noted he has responded several times to help out the officers in Sedro-Woolley. He spoke of services provided in Burlington that are not being handled in Sedro-Woolley due to lack of manpower. He also addressed the advantage of back up as an officer in Burlington because they have four to five officers per shift. He encouraged everyone to definitely vote yes to the increase.

Lin Tucker – 9744 Collins Rd. spoke of the officers who have addressed the Council tonight noting they are a product of several years of a lot of hard work and doing innovative things and trying to put things together with not enough. He spoke of the highly trained officers and their dedication. He also addressed the \$100,000 worth of overtime last year. Tucker spoke of the risk of seeing officers leave to other departments and urged the Council to support the department.

Carla Hull – 923 Presidio Pl., commented that people know there is only one officer on duty and they can get away with things. She also spoke of her husband being a Burlington police officer and would not want him working for Sedro-Woolley and working alone on duty. She stated she is against taxes but would be willing to pay in order to provide safety which should be a priority.

Sandra Tucker Miller – 3091 State Route 20, stated she lives outside the city limits but commented on the amazing job the officers do and supported the need for more officers. She encouraged people to shop downtown and would support the increase if it makes it safe for the police and citizens.

Mayor Anderson closed the public hearing at 8:44 P.M. He stated this was a first read and no decision will be made until the next meeting.

Councilmember Lemley addressed the audience and thanked them for their input and comments.

Councilmember Loy commented this solution is just keeping the roof from caving in and we need to come up with other solutions.

NEW BUSINESS

Building, Planning & Engineering Fee Schedule

Planning Director Coleman discussed the proposed Building and Planning Fee Schedule and noted that Public Works Director Freiberger will address the Engineering Fee Schedule. Colman stated the fee schedule was restructured in 2009. He noted the Building and Planning Department have made some minor adjustments to a missing fee and some housekeeping type items.

Public Works Director Freiberger addressed the engineering fees. He noted the current fees are complex and the objectives were to make sure the fees were affordable and to simplify the use for easier interpretation. He stated it is based on a model that is based on a percentage of the valuation. It drops the fees by approximately 45% of what they were. The change will bring us to a comparable level to our sister cities.

Mayor Anders noted this is a first read with no decision until the next meeting.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts Approved Under SWMC 2.104.060

Planning Director Coleman – reported on a recent public hearing regarding a city proposed rezone on the Urban Growth Area in the vicinity of Jones Road. He noted notices were sent with a good turnout for the hearing. The feedback was unanimously against the rezone and some are in attendance tonight and addressed the Council tonight. Coleman requested guidance as to how to proceed.

Council discussion ensued regarding notification, whether the R-5 zoning should be maintained and whether the area in question should remain in the Urban Growth Area, other areas that would like to be included within the Urban Growth Area, the NIMBY philosophy and current unusable industrial land. Council direction was for the rezone to be taken off the table and question what the property owners view as the future for their property.

Further discussion ensued regarding the pitfalls of becoming a bedroom community, focus on how to improve our local economy and not focus on trying to be someone else.

Public Works Director Freiberger – reported that there was an error in the ranking for the STPR funds and we may be back in the running for the design portion of the SR9/Jameson arterial. He also addressed the rotor replacements at the Wastewater Treatment Plant. Rotor #3 appears to be badly corroded and he will be bringing another purchase order for its replacement for Council approval.

City Supervisor/Attorney Berg – reported on the Skagit Council of Governments vote to proceed with a non-weighted vote on the bylaws. He reviewed the non-weighted vote and its effect for the city with discussion following.

Councilmember Kornegay – thanked Police Chief Wood for his service and noted she is looking forward to Chief Tucker. She also thanked the public for their comments this evening.

Councilmember Wagoner – questioned the City’s role in the OSO landslide.

City Supervisor/Attorney Berg reported that Assistant Fire Chief Olson lead a confined space team on Saturday at the OSO landslide with 13 crew members from the Sedro-Woolley Fire Department.

Councilmember Galbraith – reported the devastating loss of a former classmate from Darrington along with three others missing in the OSO landslide. He requested everyone keep the people affected by the slide in their thoughts and prayers.

Police Chief Woods – reported that volunteer Bob Parks who has been doing graffiti abatement will be moving to Arizona.

EXECUTIVE SESSION

The meeting adjourned to executive session at 9:30 P.M. for the purpose of Personnel under RCW 42.30.144 for approximately 20 minutes with no decision expected.

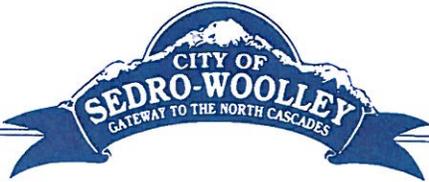
The meeting reconvened at 10:05 P.M.

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

The meeting adjourned at 10:05 P.M.

APR 09 2014

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



DATE: April 9, 2014
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 April 9, 2014.

Motion to approve Claim Checks #178980 to #179074 in the amount of \$164,268.18.

Motion to approve Payroll Checks #58082 to #58107 plus EFT'S in the amount of \$254,856.70.

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.

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

04/09/2014 To: 04/09/2014

Time: 15:16:00 Date: 04/03/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2552	04/09/2014	Claims	2	178980	AT & T	115.44	
					001 - 512 50 42 020 - Telephone	0.58	
					001 - 514 23 42 020 - Telephone	24.24	
					001 - 515 30 42 001 - Telephone	8.08	
					001 - 518 80 42 020 - Telephone	2.31	
					001 - 521 20 42 020 - Telephone	46.18	
					001 - 522 20 42 020 - Telephone	9.24	
					001 - 524 20 42 020 - Telephone	0.58	
					401 - 535 80 42 020 - Telephone	2.31	
					412 - 537 80 42 020 - Telephone	5.77	
					001 - 558 60 42 020 - Telephone	3.46	
					105 - 572 20 42 020 - Telephone	2.31	
					001 - 595 10 42 020 - Telephone	10.38	
2553	04/09/2014	Claims	2	178981	All-Phase Electric	70.80	
					103 - 542 64 31 002 - Traffic Signal Supplies	70.80	
2554	04/09/2014	Claims	2	178982	American Fleet Main LLC	2,730.96	
					001 - 522 20 48 000 - Repairs/maint-equip	1,365.48	
					001 - 522 20 48 000 - Repairs/maint-equip	1,365.48	
2555	04/09/2014	Claims	2	178983	Amsterdam Printing & Lith	84.33	
					001 - 514 23 31 000 - Supplies	84.33	
2556	04/09/2014	Claims	2	178984	Aramark Uniform Services	51.36	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					103 - 542 30 49 000 - Misc-laundry	4.61	
					103 - 542 30 49 000 - Misc-laundry	4.61	
					103 - 542 30 49 000 - Misc-laundry	4.61	
					103 - 542 30 49 000 - Misc-laundry	4.61	
2557	04/09/2014	Claims	2	178985	Assoc Of Wash Cities	1,007.00	
					401 - 535 80 49 010 - Misc-dues/subscriptions	377.64	
					102 - 536 20 49 010 - Misc-tuition/registration	62.94	
					412 - 537 80 41 000 - Professional Services	251.72	
					103 - 542 30 49 040 - Cdl Endorcement Fees	188.82	
					101 - 576 80 49 020 - Misc-dues/CDL/background	125.88	
2558	04/09/2014	Claims	2	178986	Assoc Petroleum Products	4,675.19	
					001 - 521 20 32 000 - Auto Fuel	1,366.66	
					001 - 522 20 32 000 - Auto Fuel/diesel	618.84	
					001 - 523 20 32 000 - Auto Fuel	57.55	
					401 - 535 80 32 000 - Auto Fuel/diesel	167.38	
					401 - 535 80 32 000 - Auto Fuel/diesel	163.78	
					412 - 537 80 32 000 - Auto Fuel/diesel	1,869.81	
					103 - 542 30 32 000 - Auto Fuel/diesel	320.51	
					103 - 542 30 32 000 - Auto Fuel/diesel	110.66	
2559	04/09/2014	Claims	2	178987	Bay City Supply	431.68	
					101 - 576 80 31 006 - Operating Sup - City Hall	321.91	
					101 - 576 80 31 006 - Operating Sup - City Hall	109.77	
2560	04/09/2014	Claims	2	178988	Berg Vault Company	59.80	
					425 - 531 50 31 000 - Operating Supplies	59.80	
2561	04/09/2014	Claims	2	178989	Bioscience Inc	1,150.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,150.00	
2562	04/09/2014	Claims	2	178990	Blumenthal Uniform & Equip	10.25	
					001 - 521 20 26 010 - Uniform Cleaning	10.25	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

04/09/2014 To: 04/09/2014

Time: 15:16:00 Date: 04/03/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2563	04/09/2014	Claims	2	178991	Boulder Park Inc	6,555.80	
					401 - 535 80 35 020 - Solids Handling	6,555.80	
2564	04/09/2014	Claims	2	178992	Capital One Commercial	618.95	
					001 - 517 90 43 002 - Employee Wellness (meals)	164.62	
					001 - 521 20 31 002 - Office/operating Supplies	44.70	
					001 - 522 50 48 010 - Repairs/maint-dorm	409.63	
2565	04/09/2014	Claims	2	178993	Cedra Emergency Physicians	389.90	
					001 - 523 60 51 000 - Prisoners	389.90	
2566	04/09/2014	Claims	2	178994	Channing Bete Company Inc	122.45	
					001 - 522 45 31 000 - Supplies & Books	122.45	
2567	04/09/2014	Claims	2	178995	Cities Insurance Assoc	325.15	
					001 - 524 20 46 000 - Insurance	325.15	
2568	04/09/2014	Claims	2	178996	Code Publishing Inc	350.00	
					001 - 511 30 34 000 - Code Book	350.00	
2569	04/09/2014	Claims	2	178997	Comcast	130.70	
					001 - 518 80 42 021 - Internet Services	130.70	
2570	04/09/2014	Claims	2	178998	Commercial Fire Protection Inc	180.00	
					001 - 522 50 49 050 - Fire/theft Protection	90.00	
					101 - 576 80 48 015 - Library	90.00	
2571	04/09/2014	Claims	2	178999	Concrete Nor'west Inc	1,481.59	
					401 - 535 50 48 010 - Maintenance Of Lines	180.26	
					401 - 535 50 48 010 - Maintenance Of Lines	406.24	
					401 - 535 50 48 010 - Maintenance Of Lines	184.92	
					401 - 535 50 48 010 - Maintenance Of Lines	710.17	
2572	04/09/2014	Claims	2	179000	Dalco Inc	85.26	
					401 - 535 50 48 050 - Maint Of General Equip	85.26	
2573	04/09/2014	Claims	2	179001	Data Base Records Destruction LLC	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/operating Supplies	44.78	
					001 - 524 20 31 000 - Off/oper Supps & Books	6.50	
					001 - 558 60 31 000 - Supplies/books	6.51	
					001 - 595 10 31 000 - Supplies	6.51	
2574	04/09/2014	Claims	2	179002	Diverse Media, Inc.	24.84	
					105 - 594 72 64 000 - Books & Materials	24.84	
2575	04/09/2014	Claims	2	179003	Dwayne Lane's North Cascade Ford	802.40	
					001 - 521 20 48 010 - Repair & Maint - Auto	802.40	
2576	04/09/2014	Claims	2	179004	E & E Lumber	367.20	
					103 - 542 30 31 000 - Operating Supplies	35.98	
					103 - 542 30 35 010 - Safety Equipment	20.38	
					101 - 576 80 31 001 - Operating Sup - Riverfront	39.90	
					101 - 576 80 31 001 - Operating Sup - Riverfront	9.16	
					101 - 576 80 31 001 - Operating Sup - Riverfront	18.34	
					101 - 576 80 31 006 - Operating Sup - City Hall	53.71	
					101 - 576 80 31 006 - Operating Sup - City Hall	-5.21	
					101 - 576 80 31 006 - Operating Sup - City Hall	42.61	
					101 - 576 80 48 013 - Metcalf Ball Park	95.77	
					101 - 576 80 48 019 - Skatepark	36.18	
					101 - 594 76 31 000 - Buildings & Structures	20.38	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

04/09/2014 To: 04/09/2014

Time: 15:16:00 Date: 04/03/2014
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2577	04/09/2014	Claims	2	179005	Economy Fence Center	878.85	
					103 - 595 30 63 020 - Contracted Overlay	878.85	
2578	04/09/2014	Claims	2	179006	Edge Analytical Inc	246.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	129.00	
					401 - 535 80 41 000 - Professional Services	35.00	
2579	04/09/2014	Claims	2	179007	Enterprise Office Systems	57.05	
					001 - 514 23 31 000 - Supplies	26.01	
					001 - 514 23 31 000 - Supplies	22.58	
					101 - 576 80 48 000 - Repairs/maintenance	8.46	
2580	04/09/2014	Claims	2	179008	Fastenal Company	1,086.68	
					401 - 535 50 48 050 - Maint Of General Equip	219.10	
					401 - 535 50 48 050 - Maint Of General Equip	41.23	
					412 - 537 80 31 000 - Operating Supplies	437.03	
					412 - 537 80 31 000 - Operating Supplies	150.64	
					412 - 537 80 31 000 - Operating Supplies	238.68	
2581	04/09/2014	Claims	2	179009	Fei-Seattle Ww #1539	80.54	
					401 - 535 50 48 050 - Maint Of General Equip	80.54	
2582	04/09/2014	Claims	2	179010	Feller Heating & Air Cond	235.72	
					401 - 535 50 48 050 - Maint Of General Equip	235.72	
2583	04/09/2014	Claims	2	179011	Frontier	795.64	
					001 - 521 20 42 020 - Telephone	57.20	
					001 - 521 20 42 020 - Telephone	47.95	
					401 - 535 80 42 020 - Telephone	223.94	
					102 - 536 20 42 020 - Telephone	68.60	
					412 - 537 80 42 020 - Telephone	87.07	
					105 - 572 20 42 020 - Telephone	136.96	
					101 - 576 80 47 070 - City Hall	59.51	
					101 - 576 80 47 070 - City Hall	114.41	
2584	04/09/2014	Claims	2	179012	Glenn Gardner	1,598.21	
					001 - 594 21 64 010 - Vehicles	347.20	
					001 - 594 21 64 010 - Vehicles	383.01	
					501 - 594 21 64 501 - Vehicles - Public Safety	868.00	
2585	04/09/2014	Claims	2	179013	Grainger Parts	348.56	
					101 - 576 80 48 009 - Hammer Square	348.56	
2586	04/09/2014	Claims	2	179014	Great America Financial Svcs	195.19	
					105 - 572 20 48 020 - Repair/maintenance-equip	195.19	
2587	04/09/2014	Claims	2	179015	Guardian Security	381.05	
					001 - 522 50 49 050 - Fire/theft Protection	141.05	
					101 - 576 80 48 015 - Library	240.00	
2588	04/09/2014	Claims	2	179016	Jim Gutierrez	19.98	
					103 - 542 30 43 000 - Travel	19.98	
2589	04/09/2014	Claims	2	179017	HB Jaeger Co LLC	2,095.53	
					401 - 535 50 48 010 - Maintenance Of Lines	1,429.60	
					401 - 535 50 48 010 - Maintenance Of Lines	91.88	
					401 - 535 50 48 010 - Maintenance Of Lines	104.03	
					401 - 535 50 48 050 - Maint Of General Equip	440.99	
					401 - 535 50 48 050 - Maint Of General Equip	29.03	
2590	04/09/2014	Claims	2	179018	Hach Company	43.35	
					401 - 535 80 31 010 - Operating Supplies	43.35	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2591	04/09/2014	Claims	2	179019	Home Depot Credit Services	27.41	
					101 - 576 80 31 006 - Operating Sup - City Hall	27.41	
2592	04/09/2014	Claims	2	179020	Honey Bucket	285.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	
					101 - 576 80 47 090 - Portable Toilets	135.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	
2593	04/09/2014	Claims	2	179021	Elvin Ray Houser	10,000.00	
					101 - 591 00 75 000 - Note Payable - Houser	10,000.00	
2594	04/09/2014	Claims	2	179022	Ingram Library Services	32.70	
					105 - 594 72 64 000 - Books & Materials	32.70	
2595	04/09/2014	Claims	2	179023	KCDA Purchasing Cooperative	30.67	
					001 - 521 20 31 002 - Office/operating Supplies	15.33	
					001 - 522 20 31 010 - Office Supplies	15.34	
2596	04/09/2014	Claims	2	179024	Kroesen's Inc	212.02	
					001 - 522 20 26 000 - Uniforms	89.50	
					001 - 522 20 26 000 - Uniforms	122.52	
2597	04/09/2014	Claims	2	179025	Rhonda Lasley	175.18	
					001 - 521 20 26 000 - Uniforms/accessories	175.18	
2598	04/09/2014	Claims	2	179026	Lithtex NW	510.91	
					001 - 512 50 31 000 - Supplies	76.18	
					001 - 512 50 31 000 - Supplies	81.38	
					001 - 512 50 31 000 - Supplies	81.92	
					001 - 512 50 31 000 - Supplies	84.63	
					001 - 512 50 31 000 - Supplies	93.31	
					001 - 512 50 31 000 - Supplies	93.49	
2599	04/09/2014	Claims	2	179027	Loggers And Contractors	161.71	
					103 - 542 30 31 000 - Operating Supplies	161.71	
2600	04/09/2014	Claims	2	179028	Martin Marietta Materials	151.98	
					401 - 535 50 48 010 - Maintenance Of Lines	151.98	
2601	04/09/2014	Claims	2	179029	Motor Trucks Inc	464.42	
					001 - 522 20 48 000 - Repairs/maint-equip	-38.67	
					001 - 522 20 48 000 - Repairs/maint-equip	184.62	
					412 - 537 50 48 000 - Repairs/maint-equip	318.47	
2602	04/09/2014	Claims	2	179030	Patsy Nelson	144.00	
					001 - 514 23 28 000 - Employee Wellness	90.00	
					001 - 514 23 43 000 - Meals/travel	54.00	
2603	04/09/2014	Claims	2	179031	Newman Signs Inc	2,994.07	
					103 - 542 64 31 004 - Street Sign Materials	2,994.07	
2604	04/09/2014	Claims	2	179032	North Hill Resources Inc	420.00	
					412 - 537 60 47 020 - Recycling - Yard Waste	420.00	
2605	04/09/2014	Claims	2	179033	Otto Environmental Systems	790.07	
					412 - 537 80 34 000 - Containers	790.07	
2606	04/09/2014	Claims	2	179034	Owen Equipment Company	1,619.53	
					103 - 542 30 48 010 - Repair/maintenance-equip	1,540.14	
					103 - 542 30 48 010 - Repair/maintenance-equip	79.39	
2607	04/09/2014	Claims	2	179035	Petty Cash	106.50	
					001 - 594 22 64 000 - Fire Vehciles	31.00	
					412 - 594 37 64 000 - Machinery & Equipment	75.50	
2608	04/09/2014	Claims	2	179036	Public Utility Dis No1	83.20	

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		401 - 535 80 47 000 - Public Utilities			83.20	
2609	04/09/2014	Claims	2	179037 Puget Sound Energy		16,360.56
		001 - 521 20 47 000 - Public Utilities			25.22	
		001 - 522 50 47 000 - Public Utilities			119.98	
		425 - 531 50 47 000 - Public Utilities			219.38	
		401 - 535 80 47 000 - Public Utilities			11,156.02	
		102 - 536 20 47 000 - Public Utilities			69.20	
		412 - 537 80 47 000 - Public Utilities			177.84	
		103 - 542 63 47 000 - Public Utilities			9.84	
		103 - 542 63 47 000 - Public Utilities			210.95	
		103 - 542 63 47 000 - Public Utilities			270.31	
		103 - 542 63 47 000 - Public Utilities			78.09	
		108 - 557 30 41 000 - Advertising			32.85	
		105 - 572 20 47 000 - Public Utilities			240.59	
		101 - 576 80 47 000 - Riverfront			595.12	
		101 - 576 80 47 010 - Community Ctr			155.49	
		101 - 576 80 47 020 - Senior Center			445.17	
		101 - 576 80 47 040 - Train			32.36	
		101 - 576 80 47 050 - Hammer Square			218.69	
		101 - 576 80 47 051 - Bingham / Memorial			4.63	
		101 - 576 80 47 052 - Bingham Caretaker			38.57	
		101 - 576 80 47 052 - Bingham Caretaker			22.93	
		101 - 576 80 47 053 - Other Utilities			10.87	
		101 - 576 80 47 070 - City Hall			2,226.46	
2610	04/09/2014	Claims	2	179038 Ricoh USA Inc		307.25
		001 - 521 20 48 000 - Repairs & Maintenance			75.95	
		001 - 521 20 48 000 - Repairs & Maintenance			77.68	
		001 - 522 20 45 000 - Equipment Lease			75.95	
		001 - 522 20 48 000 - Repairs/maint-equip			77.67	
2611	04/09/2014	Claims	2	179039 S & W Rock Products Inc		1,236.90
		101 - 576 80 48 013 - Metcalf Ball Park			1,236.90	
2612	04/09/2014	Claims	2	179040 SK Valley Bark & Topsoil Inc		759.14
		101 - 576 80 31 001 - Operating Sup - Riverfront			151.82	
		101 - 576 80 31 005 - Operating Sup - Senior Ctr			113.91	
		101 - 576 80 31 006 - Operating Sup - City Hall			379.50	
		101 - 576 80 48 011 - Lions Roadside			113.91	
2613	04/09/2014	Claims	2	179041 Scientific Supply		567.26
		401 - 535 80 31 010 - Operating Supplies			88.81	
		401 - 535 80 31 010 - Operating Supplies			-88.81	
		401 - 535 80 31 010 - Operating Supplies			193.53	
		401 - 535 80 31 010 - Operating Supplies			82.52	
		401 - 535 80 31 010 - Operating Supplies			291.21	
2614	04/09/2014	Claims	2	179042 Seawestern Fire Fighting Equip		227.80
		001 - 522 20 48 000 - Repairs/maint-equip			227.80	
2615	04/09/2014	Claims	2	179043 Sedro-Woolley Auto Parts		76.02
		001 - 523 20 31 000 - Office/operating Supplies			-42.35	
		001 - 523 20 31 000 - Office/operating Supplies			18.33	
		001 - 523 20 31 000 - Office/operating Supplies			14.50	
		412 - 537 50 48 000 - Repairs/maint-equip			9.09	
		412 - 537 50 48 000 - Repairs/maint-equip			33.37	
		103 - 542 30 48 010 - Repair/maintenance-equip			7.29	
		103 - 542 30 48 010 - Repair/maintenance-equip			35.79	
2616	04/09/2014	Claims	2	179044 Sedro-Woolley Family		294.00
		103 - 542 30 49 040 - Cdl Endorcement Fees			147.00	
		101 - 576 80 49 020 - Misc-dues/CDL/background			147.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2617	04/09/2014	Claims	2	179045	Sedro-Woolley Veterinary Care	115.00	
					001 - 521 20 41 020 - Veterinary Services	115.00	
2618	04/09/2014	Claims	2	179046	Sedro-Woolley Volunteer	11,995.50	
					001 - 522 20 11 010 - Salaries-volunteers	11,995.50	
2619	04/09/2014	Claims	2	179047	Seven Sisters Inc	1,364.58	
					401 - 535 50 48 050 - Maint Of General Equip	1,364.58	
2620	04/09/2014	Claims	2	179048	Skagit 911	655.01	
					001 - 522 20 51 000 - Central Dispatch	655.01	
2621	04/09/2014	Claims	2	179049	Skagit Co Public Works	35,136.96	
					412 - 537 60 47 000 - Solid Waste Disposal	35,136.96	
2622	04/09/2014	Claims	2	179050	Skagit Co Utility Coord	75.00	
					401 - 535 80 49 010 - Misc-dues/subscriptions	75.00	
2623	04/09/2014	Claims	2	179051	Skagit County Auditor	832.00	
					401 - 535 80 49 040 - Misc-filing Fees/lien Exp	320.00	
					412 - 537 80 49 020 - Misc-filing Fees/lien Exp	512.00	
2624	04/09/2014	Claims	2	179052	Skagit County Community Svc	2,384.28	
					001 - 566 00 51 000 - Sk Cty Substance Abuse	2,384.28	
2625	04/09/2014	Claims	2	179053	Skagit County Sheriff Office	26,341.72	
					001 - 523 60 51 020 - Jail Sales Tax Pass Through 2	26,341.72	
2626	04/09/2014	Claims	2	179054	Skagit County Treasurer	118.54	
					001 - 586 00 00 001 - Crime Vctm & Witnss Prog	118.54	
2627	04/09/2014	Claims	2	179055	Skagit Farmers Supply	85.77	
					001 - 522 20 35 000 - Small Tools & Minor Equip	40.13	
					401 - 535 80 49 010 - Misc-dues/subscriptions	29.19	
					103 - 542 30 31 010 - Operating Supplies-propane	16.45	
2628	04/09/2014	Claims	2	179056	Skagit Publishing	261.38	
					001 - 511 60 31 001 - Legal Publications	35.88	
					001 - 558 60 41 011 - Advertising Reimbuseable	225.50	
2629	04/09/2014	Claims	2	179057	Skagit River Steel	74.76	
					101 - 576 80 48 007 - Bingham Park	74.76	
2630	04/09/2014	Claims	2	179058	Solid Waste Systems Inc	2,469.83	
					412 - 537 50 48 000 - Repairs/maint-equip	2,028.71	
					412 - 537 50 48 000 - Repairs/maint-equip	267.86	
					412 - 537 50 48 000 - Repairs/maint-equip	173.26	
2631	04/09/2014	Claims	2	179059	Staples Business Advantage	366.10	
					001 - 514 23 31 000 - Supplies	25.05	
					001 - 514 23 31 000 - Supplies	20.53	
					001 - 521 20 31 002 - Office/operating Supplies	143.84	
					001 - 521 20 31 002 - Office/operating Supplies	51.27	
					001 - 521 20 31 002 - Office/operating Supplies	80.01	
					412 - 537 80 31 000 - Operating Supplies	25.06	
					412 - 537 80 31 000 - Operating Supplies	20.34	
2632	04/09/2014	Claims	2	179060	True Value	193.78	
					001 - 522 45 49 000 - Training Facilities	7.36	
					001 - 523 20 31 000 - Office/operating Supplies	11.92	
					001 - 523 20 31 000 - Office/operating Supplies	3.24	
					001 - 523 20 31 000 - Office/operating Supplies	9.21	
					001 - 523 20 31 000 - Office/operating Supplies	19.48	
					401 - 535 50 48 010 - Maintenance Of Lines	45.54	
					401 - 535 50 48 050 - Maint Of General Equip	18.97	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 31 010		- Operating Supplies	13.00	
			401 - 535 80 31 010		- Operating Supplies	28.19	
			401 - 535 80 35 000		- Small Tools & Minor Equip	13.01	
			101 - 576 80 31 006		- Operating Sup - City Hall	23.86	
2633	04/09/2014	Claims	2	179061	USA Blue Book	359.20	
			401 - 535 50 48 010		- Maintenance Of Lines	359.20	
2634	04/09/2014	Claims	2	179062	United General Hospital	200.90	
			001 - 523 60 51 000		- Prisoners	200.90	
2635	04/09/2014	Claims	2	179063	Valley Auto Supply	79.99	
			103 - 542 30 35 000		- Small Tools/minor Equip	79.99	
2636	04/09/2014	Claims	2	179064	Verizon Wireless	2,599.50	
			001 - 513 10 42 020		- Telephone	54.87	
			001 - 514 23 42 020		- Telephone	54.87	
			001 - 515 30 42 001		- Telephone	54.87	
			001 - 518 80 42 020		- Telephone	54.87	
			001 - 521 20 42 020		- Telephone	316.67	
			001 - 521 20 42 020		- Telephone	369.33	
			001 - 521 20 42 020		- Telephone	440.11	
			001 - 522 20 42 020		- Telephone	57.52	
			001 - 522 20 42 020		- Telephone	440.11	
			401 - 535 80 42 030		- Nextel Cell Phones	196.28	
			102 - 536 20 42 020		- Telephone	39.57	
			412 - 537 80 42 025		- Nextel Cell Phones	87.53	
			412 - 537 80 42 025		- Nextel Cell Phones	26.79	
			103 - 542 30 42 020		- Telephone	104.84	
			101 - 576 80 42 020		- Telephone	116.66	
			001 - 595 10 42 025		- Cell Phones	184.61	
2637	04/09/2014	Claims	2	179065	WA St Dept Of Prof Licen	204.00	
			001 - 521 20 51 000		- Intergov Svc-gun Permits	204.00	
2638	04/09/2014	Claims	2	179066	WA St Dept Of Retirement	25.88	
			001 - 521 20 22 001		- Social Security	25.88	
2639	04/09/2014	Claims	2	179067	WA State Criminal Justice	100.00	
			001 - 521 40 49 000		- Tuition/registration	100.00	
2640	04/09/2014	Claims	2	179068	WA State Dept Of Ecology	1,345.72	
			425 - 531 50 51 000		- DOE NPDES Permit	1,345.72	
2641	04/09/2014	Claims	2	179069	WWCPA	280.00	
			401 - 535 80 49 030		- Misc-tuition/registration	140.00	
			401 - 535 80 49 030		- Misc-tuition/registration	140.00	
2642	04/09/2014	Claims	2	179070	Washington State Patrol	534.00	
			001 - 521 10 51 040		- Access Fees	534.00	
2643	04/09/2014	Claims	2	179071	Whatcom Co. Library System	40.00	
			105 - 572 20 49 010		- Tuition/registration	40.00	
2644	04/09/2014	Claims	2	179072	Wood's Logging Supply Inc	305.65	
			001 - 522 20 48 000		- Repairs/maint-equip	158.80	
			102 - 536 20 31 010		- Operating Supplies	28.06	
			102 - 536 20 48 040		- Repair/maint-equip & Bldg	80.81	
			103 - 542 30 48 010		- Repair/maintenance-equip	37.98	
2645	04/09/2014	Claims	2	179073	John Worline	24.76	
			103 - 542 30 43 000		- Travel	24.76	
2646	04/09/2014	Claims	2	179074	WA St Off Of Treasurer	7,667.59	
			001 - 386 90 00 000		- State Remittances-court	-7,667.59	

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014

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

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 3/28/2014

Re: 2014 Budget Amendment #1

Issue: Should the Council adopt the attached ordinance which amends the 2014 budget?

Background information: The majority of the proposed changes to the 2014 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>General Fund</u>		
<i>(Ending cash allocated to pay a portion of police staff retirement cash out)</i>		
308.80.01.001 001 Beginning Cash	38,416	
521.10.11.000 001 Salaries		38,416
<u>Arterial Streets</u>		
<i>(Outstanding receivables at year end, receipted in 2014)</i>		
308.80.00.104 104 Beginning Cash	-152,933	
333.20.20.051 104 STP-R SR20/Cook	80,126	
334.03.60.000 104 SRTS SR9 Lucas to Park Cottage	11,076	
334.03.60.025 104 SRTS SR9 McGarigle to Smr Mead	4,454	
334.03.80.008 104 TIB SR20/Cook	116,944	
334.03.80.030 104 TIB Third Street Overlay	4,715	
334.03.80.035 104 TIB Third Street Sidewalks	1,345	
341.82.00.000 104 Engineering Services (SKAT SR20)	573	
344.10.00.000 104 Construction Charges (SKAT SR20)	9,407	
344.10.00.000 104 Construction Charges (PUD SR20)	30,304	
508.80.00.104 104 Ending Cash		106,011

Recommendation: Approve Ordinance # _____ -14 an Ordinance amending Ordinance No. 1783-13 entitled, "An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2014."

ORDINANCE NO. 1791-14

AN ORDINANCE AMENDING ORDINANCE 1783-13 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2014 Budget.

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

Section 1. The 2014 Budget, adopted by Ordinance 1783-13, and passed by the City Council on November 26, 2013 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 2014 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2014 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	4,919,920
101 PARKS FUND	621,052
102 CEMETERY FUND	177,370
103 STREET FUND	886,163
104 ARTERIAL STREET FUND	2,925,690
105 LIBRARY FUND	326,747
106 CEMETERY ENDOWMENT FUND	124,346
107 PARKS RESERVE FUND	651
108 LODGING TAX FUND	43,087
109 SPECIAL INVESTIGATIONS FUND	25,258
111 DOG FUND	1,587
112 CODE ENFORCEMENT FUND	29,082
113 PATHS AND TRAILS FUND	41,663
205 G/O BOND REDEMPTION FUND 2008	238,772
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	277,376
302 CAPITAL PROJECTS RESERVE FUND	307,418
303 BUILDING MAINTENANCE RESERVE FUND	246,880

310 POLICE MITIGATION RESERVE FUND	11,672
311 PARKS IMPACT FEE RESERVE FUND	31,361
312 FIRE IMPACT FEE RESERVE FUND	7,124
401 SEWER OPERATIONS FUND	3,716,423
402 SEWER OPERATIONS RESERVE FUND	769,675
407 98 SEWER REV BOND REDEPTION FUND	822,141
410 SEWER FACILITES RESERVE FUND	2,748,842
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,952,924
413 SOLID WASTE RESERVE FUND	260,516
425 STORMWATER FUND	639,440
426 STORMWATER RESERVE FUND	176,692
501 EQUIPMENT REPLACEMENT FUND	674,876
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 23,573,180

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9TH DAY OF APRIL, 2014.

Mike Anderson, Mayor

ATTEST:

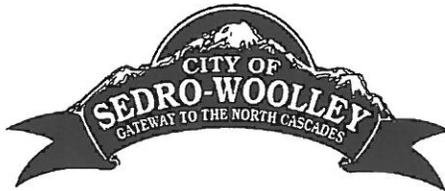
APPROVED AS TO FORM:

Finance Director

City Attorney

CITY OF SEDRO-WOOLLEY
 JANUARY 1, 2014
 BUDGET AMENDMENT #1

Account	Fund	Name	Revenue	Expenditures
308.10.00.107	107	Beginning Cash	36	
508.10.00.107	107	Ending Cash		36
308.80.00.108	108	Beginning Cash	2,748	
508.80.00.108	108	Ending Cash		2,748
308.80.00.109	109	Beginning Cash	-665	
508.80.00.109	109	Ending Cash		-665
308.80.00.111	111	Beginning Cash	464	
508.80.00.111	111	Ending Cash		464
308.80.00.113	113	Beginning Cash	1,509	
508.80.00.113	113	Ending Cash		1,509
308.80.00.205	205	Beginning Cash	4,375	
508.80.00.205	205	Ending Cash		4,375
308.80.00.230	230	Beginning Cash	7,036	
508.80.00.230	230	Ending Cash		7,036
308.10.01.302	302	Beginning Cash	76,400	
508.10.00.302	302	Ending Cash		76,400
308.10.00.303	303	Beginning Cash	-77	
508.10.00.303	303	Ending Cash		-77
308.10.00.402	402	Beginning Cash	77,556	
508.10.00.402	402	Ending Cash		77,556
308.80.00.407	407	Beginning Cash	8,942	
508.80.00.407	407	Ending Cash		8,942
308.10.00.410	410	Beginning Cash	66,331	
508.10.00.410	410	Ending Cash		66,331
308.10.00.413	413	Beginning Cash	57,975	
508.10.00.413	413	Ending Cash		57,975
308.10.00.000	426	Beginning Cash	15,632	
508.10.00.426	426	Ending Cash		15,632
308.80.00.501	501	Beginning Cash	912	
508.80.00.501	501	Ending Cash		912
Total estimated to actual			319,174	319,174
aje per memo			144,427	
Total per ordinance			463,601	



CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014

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: **Professional Services Agreement No. 2014-PS-15 for On-Call Traffic Modeling Professional Services**
DATE: April 2, 2014 (for Council action April 9, 2014)

ISSUE

Should Mayor Anderson execute the attached Professional Service Agreement No. 2014-PS-15 with Transportation Solutions Inc. for on-call traffic modeling professional services not to exceed \$20,000?

BACKGROUND/DISCUSSION

The city has the need for transportation modeling and traffic impact analysis work to support develop review work. The proposed agreement would be used to update the 2005 city transportation model and prepare transportation impact analysis for individual developments within the city. It is anticipated that the developer will pay the cost of the analysis. Some initial work to update the 2005 model and blend it with the Skagit Council of Governments area model will be required. Victor Saleman PE, a principal with TSI, is very familiar with the SCOG model, and performs similar work for the City of Mount Vernon and other agencies. Mr. Saleman was also a principal with David Evans & Associates involved with the SR20/Cook Road Realignment and Extension Project.

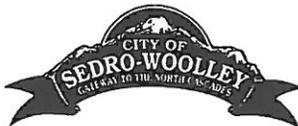
FINANCE

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

- 595.10.41.000.001 Professional Services – Engineering \$ 8,000
- On a reimbursable basis under Developer Agreement TBD

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreement No. 2014-PS-15 with Transportation Solutions Inc. of Redmond, WA for miscellaneous on-call traffic modeling professional services not to exceed \$20,000.



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-15

(To be used for engineering and architect services)

This Agreement made and entered into this **10th** day of **April, 2014** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Transportation Solutions Inc. (TSI)** whose address is **8250 – 165th Avenue NE, Ste 100, Redmond, WA 98052**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

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

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

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

The service of the Contractor is to be completed

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification / Hold Harmless.

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

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

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

14. Employment Security.

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

DATED this **10th** day of **April, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Transportation Solutions Inc.

By: _____



8250 - 165th Avenue NE
 Suite 100
 Redmond, WA 98052-6628
 T 425-883-4134
 F 425-867-0898
 www.tsinw.com

**2014
 HOURLY BILLING RATES**

Transportation Solutions, Inc.

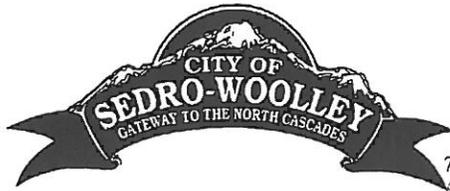
Classification	Hourly Labor Billing Rate
Principal	\$225 to \$250
Project Manager	\$180 to \$210
Project Engineer/Technician	\$130 to \$180
Engineering Intern	\$60 to \$120
Project & Financial Administrator	\$95 to \$110

EXPENSES

Reimbursable Expenses	Cost +10% Markup
Sub-consultant invoices	Invoice + 10% Markup

Note: 10% markup is to cover revenue/excise tax levied by State of Washington and other city jurisdictions and to cover the administrative cost.

Billing rates are subject to change each January and during the year to reflect staff changes.



CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014

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

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: **Professional Services Agreement No. 2014-PS-16 with Carol Worthen for Local Source Control Program Services**
DATE: April 2, 2014 (for Council action April 9, 2014)

ISSUE

Should Mayor Anderson execute the attached Professional Service Agreement No. 2014-PS-16 with Carol Worthen of Lake Forest Park, WA for Local Source Control Program professional services not to exceed \$52,000?

BACKGROUND/DISCUSSION

The city has an interagency agreement with the Department of Ecology that calls for the city to furnish local source control specialist services (LSCS) and public education and outreach activities to promote healthy stormwater impacting activities for the period July 1, 2013 to June 30, 2015. The agreement calls for the LSCS will perform 100 site visits with follow up to local businesses that include operations potentially impacting stormwater runoff to the city's stormwater system. The city provided these services in the previous biennium under a separate IA agreement with Ecology. Justin Bicknell was trained for the LSCS work and completed the previous contract requirements. The LSCS work covered 33% of the LSCS/Assistant Stormwater Manager position which Mr. Bicknell filled. It was anticipated that Mr. Bicknell would continue as LSCS under the current agreement, building on the success of the initial efforts. Due to injuries sustained outside of work, Mr. Bicknell has not been available to perform these services to date, and has since been separated from employment with the city.

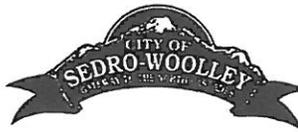
The city desires to complete the LSCS work under the present agreement, and has worked with Ecology to locate a qualified consultant to provide these services. The proposed professional services agreement with Carol Worthen of Lake Forest Park, WA provides for LSCS services that will fulfill the requirements of the IA agreement. The education and encouragement work anticipated under the Ecology IA is being performed separately by Skagit Conservation District. The LSCS work would be completed beginning with execution of the Worthen agreement and complete by the end of the biennium. Despite the late start, the city and Ecology believe that the requirements of the IA can be fulfilled, putting the city in the position to continue the program in subsequent biennia if funding at the state level permits. The Worthen agreement is set up to terminate early if the city hires a staff replacement for the LSCS position. It is not anticipated that the staff position will be filled until late 2014 at the earliest.

FINANCE

Anticipated revenue from the Ecology IA		\$64,000
Anticipated cost:		
Carol Worthen agreement for LSCS services	\$52,000	
City Staff for supervision (David Lee, Stormwater Manager)	\$ 2,500	
Skagit Conservation District Interlocal for Education/Outreach	\$ 5,000	
Administrative & Miscellaneous Costs	\$ 4,500	
Total estimated cost		\$64,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreement No. 2014-PS-16 with Carol Worthen of Lake Forest Park, WA not to exceed \$52,000.



PROFESSIONAL SERVICES AGREEMENT No. 2014-PS-16
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this 10th day of April, 2014, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and Carol Worthen whose address is 15858 35th Ave NE, Lake Forest Park, WA 98155, hereinafter referred to as the "Contractor".

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Local Source Control Specialist services as per Exhibit A Scope of Services attached hereto and as defined in the Interagency Agreement No. C1400029 dated July 24, 2013.**

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

not later than **June 30, 2015**

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

4. Standard of Care.

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

5. Delays and Extensions of Time.

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

6. Compensation and Schedule of Payments.

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

Cost not to exceed **\$52,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

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

8. Termination.

The term of this agreement shall be from the date signed through **July 31, 2015**.

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

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

to this agreement.

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

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

9. Evaluation and Compliance with the Law.

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

10. Joinder in Arbitration Proceedings.

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

11. City Business and Occupation License.

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

12. Indemnification.

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

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

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

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

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

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City.

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

14. Employment Security.

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

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Assignability.

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

19. Notices.

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

20. Choice of Law/Venue.

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

21. Attorneys Fees.

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

22. Non-exclusive Agreement.

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

23. MRSC Roster Registration.

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

24. Washington State Department of Retirement Systems.

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

24. Washington State Department of Retirement Systems.

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

25. Debarment.

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

DATED this **10th** day of **April, 2014**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Carol Worthen

By: Carol Worthen

EXHIBIT A – SCOPE OF SERVICES

ATTACHED TO: Professional Services Agreement No. 2014-PS-16

Work Plan/Deliverables

1. Site Visits and Technical Assistance

- Conduct a minimum of 100 technical assistance site visits to small quantity generator (SQG) businesses prior to June 1, 2015.
- Provide technical assistance regarding waste and toxics reduction, storage and disposal and pollution prevention during on-site visits and follow-up contact via email, phone and in person. I will provide a combination of letters, brochures, Internet resources and other forms of technical information distribution. As needed, I will coordinate with the City to provide workshops and newsletter releases.
- If needed and as time allows, I will assist and collaborate with Ecology, the City, or other agencies to develop technical assistance messages and outreach materials and resources.
- Encourage businesses to participate in the Envirostars program and assist them as needed to complete the process.
- If applicable, I will post materials developed to educate/assist businesses or market the LSC Program to the LSC SharePoint site within 30 days of completion of the piece.
- Coordinate with the City and Ecology's regional office in a timely manner regarding complaints about or from SQG businesses.
- If completing contracted site visits prior to the end of the contract period, use 70 % of remaining time to do additional site visits.
- Using Ecology guidelines, conduct pre-site visit research.

2. Reporting Results and Changes to Ecology

- Site Visit Data Entry
As described in the scope of work, complete a source control checklist for each site visit, and enter into Ecology's LSC database. Data collected and data entry will be thorough, complete and timely. Data will be entered within 30 days of each site visit while ensuring all records are complete.
- "Changes in Business Practices" sections in database will be completed for each business as necessary.
- I will scan original checklists and return original checklists to the City by the completion of contract.

3. Training and Participation

- As requested, assist with planning and logistics of monthly or quarterly trainings, and mentor new LSC specialists. If requested to help with mentoring, approximately 30 hours will be allotted which will be the equivalent to 12 site visits as outlined in the scope of work.
- Perform joint site visits with Ecology's Training Coordinator as requested.
- Attend monthly and quarterly LSC meetings with Ecology as required.

- As mutually agreed upon, provide the City with project updates via excel spreadsheets, email, phone conversations and face-to-face meetings.

Project Organization/Staffing

Carol Worthen, environmental consultant, will complete all work. The City may choose to provide staff to assist with routine data entry, copying, letter writing, or delivery of spill kits. As requested, City staff with or without Carol's presence may conduct site visits. Periodically, joint visits may be conducted with Ecology, LHWMP, fire department, health department, or other pertinent staff as needed.

Project Schedule

- Work flow for fieldwork will be in this suggested order:
 1. After coordinating with the City, visit businesses needing a follow-up from round one. These visits will be needed to resolve any of Ecology's High Priority Environmental Issues (HPEI's) found during previous visits.
 2. Coordinate with City to visit businesses needing a follow-up visit from round 1.
 3. Fieldwork will be completed by May 31, 2015 in order to have time for data entry, and completion of project administration.
- Data entry and reporting will be ongoing.
- Mentoring will be ongoing if and when it is mutually agreed upon with Ecology and the City.
- Assistance with monthly/quarterly training will occur when mutually agreed upon with the City and Ecology.
- Monthly and quarterly training will be ongoing and will commence with the start of the contract.

Cost

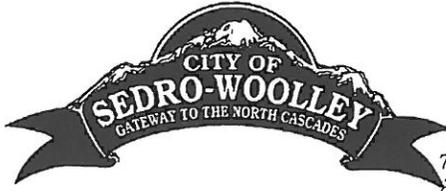
The project will be completed on a time and materials basis. Hourly rate will be \$90 and the mileage rate will be the federal rate. At the City of Shoreline, I was able to complete 130% of the contracted amount number of inspections. For someone with my level of experience, I think you will find my hourly rate to be competitive and a good value.

- Estimated mileage: approximately 15-20 trips @ 65 miles/trip = 975 miles minimum @ \$0.55/mile= \$536 minimum. Probably closer to \$700. Assume \$1000 for these calculations.
- Other expenses: none anticipated.
- Time: \$90/hour. \$52,000 contract amount- \$1000 for mileage= \$51,000. \$51,000/90 = 567 hours.

The contract will be for approximately 567 hours of my time, with about 15 months to complete the work. Approximately 6 hours a month will be spent with

training, meetings, and contributing to the group, but this amount can be shared with the City of Shoreline. (i.e., you each can reimburse me for half of my time).

- The total amount for training and meetings will thus be : $6/2 = 3$ average hours/month x 15 = 45 hours.
- This will leave approximately 522 hours for visits, and reporting. This will work out to approximately 5.8 hours per inspection, which includes field prep, travel time, inspection time, research of technical issues/regulations, letter writing, follow-up communications, data entry and reporting. This is standard for the type of work being conducted. Based on my past experience, I anticipate being able to complete at least 100 inspections with this budget.



CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014

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) 855-0771
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: **Proposed Amended Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit Re SR20-Cook Road Realignment and Extension Project**

DATE: April 2, 2014 (for Council review April 9, 2013)

ISSUE

Should the city council authorize Mayor Anderson to sign the attached First Amended Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit for purpose of reimbursing the city for TIB grant matching funds for construction phase services for construction of the Skagit Transit Bus Transfer Facility on Washington Street in conjunction with the SR20-Cook Road Realignment and Extension Project totaling \$10,372, for ownership, operation and maintenance of the facility for a period of twenty years, and adding construction cost reimbursement for the Park and Ride Facility not to exceed \$110,000, for a total revised cost of \$120,372?

BACKGROUND/DISCUSSION

The city previously entered into an Interlocal agreement with Skagit Transit providing construction phase services for construction of a new Bus Transfer Facility to be located on Western Street adjacent to the Walgreens store as part of the SR20/Cook Road Realignment Project. The city provided design phase services under a separate ILA with Skagit Transit. The amended agreement will compensate the city for construction costs for paving the proposed Park and Ride facility between Cook Road and Western Street, estimated at \$110,000. The previous ILA also provides for ownership, operation and maintenance of the turnout facility and the park and ride facility for a period of 20 years. The city will own the underlying property, with Skagit Transit to have sole right to use the facility, along with ownership of transit related improvements and with maintenance responsibilities during the 20 year term. The amended ILA reserves use of parking in the park and ride facility for special events at the Bingham Park facility.

MOTION

Authorize Mayor Anderson to sign the attached First Amended Interlocal Agreement between the City of Sedro-Woolley and Skagit Transit for purpose of reimbursing the city for TIB grant matching funds for construction phase services for construction of the Skagit Transit Bus Transfer Facility on Washington Street, and for construction of a Park and Ride Facility in conjunction with the SR20-Cook Road Realignment and Extension Project totaling \$120,372, and for ownership, operation and maintenance of the facility for a period of twenty years.

**FIRST AMENDED
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY
AND SKAGIT TRANSIT**

THIS AGREEMENT is made and entered into this ____ day of _____ 2014, by and between the City of Sedro-Woolley, a Washington Municipal Corporation, hereinafter referred to as "City," and the Skagit Transit System, hereinafter referred to as "Skagit Transit".

WHEREAS, the City and Skagit Transit entered an Interlocal Agreement on September 20, 2012 for the City to design and construct a Transfer Station for Skagit Transit in conjunction with the City's SR20-Cook Road Realignment and Extension Project hereinafter referred to as "Project"; and

WHEREAS, the City has completed the design and design engineering of the Transfer Station and has awarded the construction contract for the Project at the bid prices noted in Exhibit A attached hereto; and

WHEREAS, the Parties entered into a separate Interlocal Agreement on October 15, 2013 for the construction, use and maintenance of the Project to define Skagit Transit's responsibilities for the Transfer Station to be constructed as part of the Project; and

WHEREAS, the scope of that project has changed to broaden the project from a bus stop facility to a park and ride facility as described in Exhibit B attached hereto; and

WHEREAS, the Parties desire to amend that Interlocal Agreement (dated October 15, 2013) to include the additional scope as part of the Project.

NOW, THEREFORE, pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, the above recitals that are incorporated herein as if fully set below, and in consideration of the terms, conditions, and performances contained herein, or attached and incorporated and made a part hereof, the Parties agree as follows:

IT IS MUTALLY AGREED AS FOLLOWS:

1. STATEMENT OF WORK

1.1 The City, on behalf of Skagit Transit, will undertake and cause to be performed the construction engineering and construction work for the Transfer Station facility and Park & Ride facility that is part of the City's Project which includes widening a portion of Western Street 12 feet wide by approximately 170 feet long plus acceleration and deceleration tapers for a bus pullout area, allowing parking for up to four buses, including drainage, grading, base, asphalt paving, pedestrian crossing markings, curb, 8 foot sidewalk, two bus shelter foundations, two bicycle racks, and illumination and drainage, grading, asphalt paving, bicycle parking, pavement markings, landscape work and fencing for the Park & Ride Facility.

1.2 The City will administer the construction contract for the Project. Skagit Transit may at all times consult with and inquire of the City's Project Manager identified below, attend all meetings, and have access to all documentation concerning the Project. Skagit Transit shall not provide direction, directly or indirectly, to the City's contractor. All formal contacts between Skagit Transit and the contractor shall be through the City.

1.3 If it becomes known that field changes or conditions will result in an increase in costs for the Project exceeding the total amount available for the Transfer Station facility, the City shall within three (3) working days consult with Skagit Transit. Both Parties mutually agree to review all available options at that time to move the Project forward.

1.4 Skagit Transit may inspect the Project. All contact between Skagit Transit's inspector and the contractor shall be only through the City's inspector or the City's Project Manager.

1.5 Record Drawings prepared for or by the City specifically for the Transfer Station, upon payment for the work performed by the City, shall become the property of Skagit Transit but will remain available for use by the City.

2. CONTRACT CHANGES

2.1 Contract changes are subject to and contingent upon the total availability of the TIB grant funding to pay for any changes to the Project contract. If increases in costs as a result of required or elective changes exceed the available grants as provided herein, the City shall initiate Project modifications or take such other steps to maintain Project contract costs within the total available grant funding.

2.2 Changes to the Project contract will be documented by Change Order in accordance with the City's construction contract. Skagit Transit authorizes the City to initiate all required changes affecting the Transfer Station and to negotiate, document and execute the associated change orders.

2.3 The City will advise Skagit Transit of any proposed changes affecting the Transfer Station and Park & Ride facility construction as soon as possible and provide Skagit Transit with an opportunity, if time permits, to review the change before implementation. The City will determine the length of the review time based upon the need to expedite the change to avoid delay to the Project contract.

2.4 Skagit Transit may request additions to the Project regarding the Transfer Station and Park & Ride facility through the City in writing. The City will implement the requested changes as elective changes, provided that a change complies with the terms and conditions of the construction contract, Project permits, State or federal laws, applicable rules and regulations, and City design policies, does not unreasonably delay critically scheduled Project contract activities, and complies with the funding structures identified in Section 2.1.

2.5 All elective changes affecting the Transfer Station and Park & Ride facility shall be approved in writing by Skagit Transit before the City directs the contractor to implement the change. Skagit Transit agrees to pay for the increases in cost, if any, for such elective changes requested by Skagit Transit, subject to available funding, and in accordance with Section 4.

2.6 The City will make available to Skagit Transit all Change Order documentation related to the Transfer Station and Park & Ride facility.

2.7 In the event it is determined that Skagit Transit does not have sufficient funds to complete the Transfer Station and Park & Ride facility, both Parties mutually agree to determine the future of the Project or possible modifications or downsizing of the Project to the minimum level of the Project scope as submitted for grant award. Any downsizing or modifications to the Project must be approved by the TIB. If it is determined

that the Project cannot proceed, the Project shall be brought to a level that is safe for public use and the City will terminate the remainder of the Project contract. In the event the Project is terminated, Section 3 shall apply for that portion of the Project completed up to the time of termination. Skagit Transit agrees to pay all costs associated with termination.

3. ACCEPTANCE

3.1 Prior to Project acceptance, the Parties will perform a joint final inspection. Skagit Transit agrees, upon satisfactory completion of the Project constructed in accordance with the PS&E and receipt of a Notice of Physical Completion, as determined by the City, and the close out of the Project by the City in accordance with applicable State or federal regulations, to deliver a letter of acceptance for the Transfer Station and Park & Ride facility which shall include a release of the City from all future claims or demands of any nature resulting from the performance in constructing the Transfer Station and Park & Ride facility portion of the Project.

3.2 If a letter of acceptance is not received by the City within ninety (90) calendar days following delivery of a Notice of Physical Completion and close out of the Project, the Transfer Station and Park & Ride facility shall be considered accepted by Skagit Transit and the City shall be released from all future claims and demands of any nature resulting from the performance in constructing the Transfer Station and Park & Ride facility portion of the Project, subject to any contractor claims caused by the negligent acts or omissions of the City in administering the Project.

3.3 Skagit Transit may withhold its acceptance of the Transfer Station and Park & Ride facility portion of the Project by submitting written notification to the City within sixty (60) calendar days following delivery of a Notice of Physical Completion of the Project and close out of the Project. This notification shall include the reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in Skagit Transit's written notification.

4. COMPENSATION

Skagit Transit agrees to pay the City, as match for the project funding, 15% of the Project Cost for the Transfer Project (Project Costs include construction engineering and construction work but shall not include City employees' time) for a maximum Not-To-Exceed amount of **Ten Thousand Three Hundred Seventy Two and 00/100 Dollars (\$10,372.00)** without further authorization by Skagit Transit. Skagit Transit agrees to pay the City the full cost for the construction work for the Park & Ride facility (Project Costs include construction engineering and construction work but shall not include City employees' time) for a maximum Not-to Exceed amount of **One Hundred Ten Thousand Dollars (\$110,000)** without further authorization by Skagit Transit. The total cost for combined Transfer Station and Park & Ride facility is maximum Not-To-Exceed **One Hundred Twenty Thousand Three Hundred Seventy Two and 00/100 Dollars (\$120,372.00)** without further authorization by Skagit Transit.

Requests by Skagit Transit for any other services by the City shall be negotiated as a mutually agreed Amendment to this Agreement prior to the City providing the service. Upon reaching the maximum compensation, the City will have no further responsibility or obligation regarding the provision of services under this Agreement unless it is amended to authorize additional compensation.

5. PAYMENT PROCEDURE

The City shall submit invoices to Skagit Transit on a monthly basis. Payment shall be made by warrant or account transfer by Skagit Transit to the City within thirty (30) days of receipt of the invoice. Details of payment process shall be determined by Skagit Transit and the City's respective financial offices.

6. OWNERSHIP, OPERATION AND MAINTENANCE

6.1 Upon Skagit Transit's acceptance of the Transfer Station facility and Park & Ride facility as provided in Section 3, the City shall be the owner of the Project improvements constructed on City-owned Right of Way, except for: passenger shelters, kiosks, transit signage and related hardware, litter receptacles, benches, dedicated street lights and other transit related items as agreed to in writing by the Parties.

6.2 Skagit Transit and the City agree that as a condition for executing this Agreement, the City shall own the underlying Right of Way property and Skagit Transit shall have the exclusive right, use and possession of the Project property during the term and renewal periods of this Agreement to operate, manage and maintain the Transfer Station and Park & Ride facility, subject to the provisions of this Agreement. Skagit Transit shall be responsible for repairs and maintenance of the improvements identified on Exhibits A and B, attached hereto.

6.3 Skagit Transit and the City agree that the City will have the right to utilize available parking spaces in the Park & Ride facility during special events at the Bingham Park facility located north of Cook Road. The City will notify Skagit Transit of any such scheduled special event that would result in such use, and will provide additional cleanup if required.

7. TERM OF AGREEMENT

The term of this Agreement shall commence as of the date this Agreement is fully executed. The construction Project shall terminate twelve months after project completion and the ownership, operation and maintenance of the Project property ("Premises") shall automatically commence upon termination of said construction Project and shall continue for twenty (20) years and may be renewed for two additional terms of twenty (20) years upon written consent of both parties.

8. INDEPENDENT CAPACITY

The officials, employees or agents of Skagit Transit and the City who are engaged in the performance of this Agreement shall continue to be officials, employees or agents of that party and shall not be considered for any purpose to be officials, employees or agents of the other party.

9. LEGAL RELATIONS

Neither Skagit Transit nor the City shall be liable for damage or claims which arise from or relate to the performance or non-performance of this Agreement by any other party. Skagit Transit and the City shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

10. ASSIGNMENT

Skagit Transit understands that the City will contract for services to be provided under this Agreement and amendments thereto; however, neither Skagit Transit nor the City shall assign or convey its interests or obligations under this Agreement without the written consent of the other. There are no third-party beneficiaries of this Agreement.

11. DISPUTES

It is expected that any conflicts arising out of the implementation of this Agreement will be resolved at the staff level. In the event that issues cannot be resolved by staff in a timely fashion, Skagit Transit and the City agree to elevate the dispute through equivalent management levels of each party, and if necessary to the Executive Director and City Supervisor.

In the event that a dispute cannot be resolved in the manner described above, they shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on Skagit Transit and the City hereto.

12. AMENDMENT

This Agreement shall be amended only by written mutual consent of Skagit Transit and the City. Amendments to this Agreement may be initiated by Skagit Transit or the City and will become final after agreement by Skagit Transit and the City and appropriate signatories are attached.

13. TERMINATION

This Agreement is effective from the date of signature by Skagit Transit and the City and remains in effect until modified by written mutual consent or terminated. Either party may terminate this Agreement upon one year's written notification to the other party. If this Agreement is so terminated during the construction project, Skagit Transit shall be responsible to the City for performance rendered or costs incurred or contracted for in accordance with the terms of this Agreement prior to the effective date of termination, including the cost of any work contracted for by the City or the cost to the City to terminate the contract for said work, but in no event shall the cost to Skagit Transit (including any costs incurred by the City to terminate the City's contract) exceed **One Hundred Twenty Thousand Three Hundred Seventy Two and 00/100 Dollars (\$120,372.00)** as set forth in Section 4 above. If this Agreement is terminated during the term for Skagit Transit's ownership, operation and maintenance of the Premises, Skagit Transit will discontinue its use of the Premises and, at its sole cost and expense, will remove its Improvements from the Premises and will repair any damage to the Premises in as good condition or better, less normal wear and tear, as existed prior to the placement of the Improvements or the execution of this Agreement, whichever came first.

14. PROJECT MANAGEMENT

The Project Manager shall be the persons listed below. The Project Manager for each party shall be responsible for and shall be the contact person for all notices and communications regarding the work to be performed under this Agreement.

Dale O'Brien
Executive Director
Skagit Transit
600 County Shop Lane
Burlington, WA 98233
(360) 757-8801
dobrien@skagittransit.org

Mark A. Freiburger, PE
Director of Public Works
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-9933
mfreiburger@ci.sedro-woolley.wa.us

15. GOVERNANCE

This Agreement is entered into and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable state or federal rule, regulation or statute, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal constitution statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

16. WAIVER

A failure by either Skagit Transit or the City to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

19. ADDITIONAL PROVISIONS

This Agreement does not create any separate legal entity, create any joint organization, establish any common budget, nor authorize the joint acquisition of any personal or real property.

DATED this ____ day of _____, 2014.

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Patsy Nelson, Finance Director

Eron Berg, City Attorney

SKAGIT TRANSIT SYSTEM

Dale S. O'Brien, Executive Director

APPROVED AS TO FORM:

Richard J. Langabeer, Skagit Transit Attorney



Item Number	Spec Section	Work Item	ENGINEER'S ESTIMATE - CITY PROJECT				SKAGIT TRANSIT FACILITY		ENGINEER'S ESTIMATE - TOTAL BASE BID		Strider Construction, Inc. Bellingham, WA		BASE BID without SKAGIT TRANSIT FACILITY		SKAGIT TRANSIT FACILITY PORTION OF BASE BID	
			Price per Unit	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Price per Unit	Cost	Quantity	Total	Quantity	Total
BASE BID																
1	1-07	SPPC Plan		LS	1.00	\$5,000	0.00	\$0	1.00	\$5,000	500.00	600.00	1.00	500.00		
2	1-07	Pathology		EST DOL	EST	\$10,000	EST	\$1,000	EST	\$11,000	EST	11,000.00	EST	10,000.00	EST	1,000.00
3	1-07	Repair Public/Private Facilities		EST DOL	EST	\$50,000	EST	\$0	EST	\$50,000	EST	50,000.00	EST	50,000.00	EST	0.00
4	1-09	Mobilization (7% of subtotal)	7.0%	Subtotal	LS	1.00	\$203,669	1.00	\$2,040	1.00	\$205,709	210,000.00	210,000.00	7.03%	206,388.79	7.03%
5	1-10	Flaggers and Spotters		\$42.00	HOUR	2,080.00	\$87,360	0.00	\$0	2,080.00	\$87,360	40.00	83,200.00	2,080.00	83,200.00	0.00
6	1-10	Other Traffic Control Labor		\$42.00	HOUR	200.00	\$8,400	0.00	\$0	200.00	\$8,400	42.00	8,400.00	200.00	8,400.00	0.00
7	1-10	Traffic Control Supervisor			LS	1.00	\$10,000	0.00	\$0	1.00	\$10,000	2,500.00	2,500.00	1.00	2,500.00	0.00
8	1-10	Project Temporary Traffic Control			LS	1.00	\$5,000	0.00	\$0	1.00	\$5,000	42,500.00	42,500.00	1.00	42,500.00	0.00
9	2-01	Clearing and Grubbing			LS	1.00	\$5,000	0.00	\$0	1.00	\$5,000	10,000.00	10,000.00	1.00	10,000.00	0.00
10	2-01	Tree Removal, Over 12 Inch Diam.	\$500.00	EA	9.00	\$4,500	\$0.00	\$0	9.00	\$4,500	150.00	\$4,500	9.00	1,950.00	0.00	
11	2-02	Removal of Structures and Obstruction			LS	1.00	\$2,500	0.00	\$0	1.00	\$2,500	25,000.00	25,000.00	1.00	25,000.00	0.00
12	2-02	Asbestos-Cement Pipe Removal, Handling, Haul and Disposal	\$50.00	LF	115.00	\$5,750	\$0.00	\$0	115.00	\$5,750	30.00	\$3,450	115.00	3,450.00	0.00	
13	2-02	Removing Cement Conc. Sidewalk	\$10.00	SY	1,388.00	\$13,880	\$0.00	\$0	1,388.00	\$13,880	4.00	\$5,552	1,388.00	5,552.00	0.00	
14	2-02	Removing Cement Conc. Curb and Gutter	\$6.00	LF	2,050.00	\$12,300	\$0.00	\$0	2,050.00	\$12,300	2.50	\$5,125	2,050.00	5,125.00	0.00	
15	2-02	Removing Asphalt Conc. Pavement	\$5.00	BF	3,305.00	\$16,525	\$0.00	\$0	3,305.00	\$16,525	3.00	\$9,915	3,305.00	9,915.00	0.00	
16	2-02	Removing Drainage Pipe	\$20.00	LF	1,010.00	\$20,200	\$0.00	\$0	1,010.00	\$20,200	5.00	\$5,050	1,010.00	5,050.00	0.00	
17	2-02	Removing Drainage Structure	\$400.00	EA	0.00	\$3,600	\$0.00	\$0	0.00	\$3,600	200.00	\$1,800	9.00	1,800.00	0.00	
18	2-02	Removing Existing Luminaire and Foundation	\$3,000.00	EA	9.00	\$27,000	\$0.00	\$0	9.00	\$27,000	450.00	\$4,050	9.00	4,050.00	0.00	
19	2-02	Remove and Recycle Existing HMA and Stockpile	\$10.00	CY	1,260.00	\$12,600	\$0.00	\$0	1,260.00	\$12,600	12.00	\$15,120	1,260.00	15,120.00	0.00	
20	2-03	Roadway Excavation Incl. Haul	\$10.00	CY	5,800.00	\$58,000	\$445.00	\$4,450	6,245.00	\$62,450	6.00	\$37,470	5,800.00	34,800.00	445.00	2,670.00
21	2-03	Select Borrow Incl. Haul	\$5.00	CY	1,260.00	\$6,300	\$0.00	\$0	1,260.00	\$6,300	3.50	\$4,410	1,260.00	4,410.00	0.00	
22	2-03	Gravel Borrow Incl. Haul ADD 1 & 2	\$10.00	TON	17,800.00	\$178,000	\$200.00	\$3,800	18,000.00	\$181,800	8.00	\$144,800	17,800.00	142,400.00	300.00	2,400.00
23	2-03	Pond Excavation Incl. Haul	\$14.00	CY	450.00	\$6,300	\$0.00	\$0	450.00	\$6,300	7.50	\$105.00	450.00	3,375.00	0.00	
24	2-08	Controlled Density Fill	\$150.00	CY	150.00	\$22,500	\$0.00	\$0	150.00	\$22,500	300.00	\$15,000	150.00	15,000.00	0.00	
25	2-11	Trimming and Cleanup			LS	1.00	\$50,000	\$0.00	\$0	1.00	\$50,000	7,000.00	7,000.00	1.00	7,000.00	0.00
26	4-04	Crushed Surfacing Base Course ADD 1 & 2	\$16.00	TON	5,363.00	\$85,808	\$237.00	\$4,280	5,600.00	\$90,088	21.00	\$117,600	5,363.00	112,623.00	237.00	4,977.00
27	4-04	Crushed Surfacing Top Course	\$18.00	TON	1,100.00	\$19,800	\$65.00	\$1,170	1,165.00	\$20,970	25.00	\$28,125	1,100.00	27,500.00	65.00	1,625.00
28	5-04	HMA CL 1/2 In. PG 64-22	\$60.00	TON	5,050.00	\$303,000	\$145.00	\$11,600	5,195.00	\$314,600	88.00	\$52,800	5,050.00	444,400.00	145.00	12,760.00
29	5-04	Commercial HMA	\$100.00	TON	160.00	\$16,000	\$0.00	\$0	160.00	\$16,000	15.00	\$1,500	160.00	1,500.00	0.00	
30	5-04	Planting Bituminous Pavement	\$4.00	SY	1,450.00	\$5,800	\$0.00	\$0	1,450.00	\$5,800	3.50	\$5,075	1,450.00	5,075.00	0.00	
31	5-04	Asphalt Price Cost Adjustment		EST	EST	\$18,304	EST	\$205	EST	\$18,512	EST	18,512.00	EST	18,304.00	EST	308.00
32	5-04	Anti-Stripping Additive	\$1.00	TON	5,210.00	\$5,210	\$145.00	\$145	5,355.00	\$5,355	0.50	\$2,677.50	5,210.00	2,605.00	145.00	72.50
33	5-05	Cement Concrete Pavement 8 In. Thick	\$75.00	BY	2,350.00	\$176,250	\$0.00	\$0	2,350.00	\$176,250	73.00	\$171,500	2,350.00	171,500.00	0.00	
34	5-05	Textured and Pigmented Cement Concrete Pavement 6 In. Thick - Splitter Island	\$80.00	BY	930.00	\$74,400	\$0.00	\$0	930.00	\$74,400	70.00	\$56,000	930.00	65,100.00	0.00	
35	5-05	Textured and Pigmented Cement Concrete Pavement 9 In. Thick - Truck Apron	\$30.00	LF	1,210.00	\$36,300	\$0.00	\$0	1,210.00	\$36,300	110.00	\$185,800	1,210.00	185,800.00	0.00	
36	7-01	Underdrain Pipe 8 In. Diam.	\$22.00	LF	240.00	\$5,280	\$0.00	\$0	240.00	\$5,280	12.00	\$14,820	240.00	14,820.00	0.00	
37	7-01	Drain Pipe 6 In. Diam.	\$35.00	LF	40.00	\$1,400	\$0.00	\$0	40.00	\$1,400	10.00	\$2,400	40.00	2,400.00	0.00	
38	7-02	Schedule A Culvert Pipe 12 In. Diam.	\$24.00	LF	24.00	\$576	\$0.00	\$0	24.00	\$576	18.00	\$720	40.00	720.00	0.00	
39	7-04	Schedule A Storm Sewer Pipe 8 In. Diam.	\$28.00	LF	768.00	\$21,504	\$0.00	\$0	768.00	\$21,504	27.00	\$20,736	768.00	20,736.00	0.00	
40	7-04	Schedule A Storm Sewer Pipe 12 In. Diam.	\$40.00	LF	884.00	\$35,360	\$0.00	\$0	884.00	\$35,360	36.00	\$33,592	884.00	33,592.00	0.00	
41	7-04	Schedule A Storm Sewer Pipe 16 In. Diam.	\$95.00	LF	477.00	\$45,315	\$0.00	\$0	477.00	\$45,315	125.00	\$59,625	477.00	59,625.00	0.00	
42	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam.	\$58.00	LF	394.00	\$22,852	\$0.00	\$0	394.00	\$22,852	60.00	\$34,800	394.00	23,640.00	0.00	
43	7-04	Ductile Iron Storm Sewer Pipe 16 In. Diam.	\$72.00	LF	841.00	\$60,552	\$0.00	\$0	841.00	\$60,552	100.00	\$4,100	841.00	84,100.00	0.00	
44	7-04	Ductile Iron Storm Sewer Pipe 24 In. Diam.	\$65.00	LF	25.00	\$1,625	\$0.00	\$0	25.00	\$1,625	200.00	\$5,800	25.00	5,000.00	0.00	
45	7-05	Concrete Inlet	\$800.00	EA	2.00	\$1,600	\$0.00	\$0	2.00	\$1,600	800.00	\$1,600	2.00	1,600.00	0.00	
46	7-05	Catch Basin Type 1 ADD 1 & 2	\$1,000.00	EA	23.00	\$23,000	\$0.00	\$0	23.00	\$23,000	950.00	\$21,850	23.00	21,850.00	0.00	
47	7-05	Catch Basin Type 1L ADD 1 & 2	\$1,200.00	EA	15.00	\$18,000	\$0.00	\$0	15.00	\$18,000	1,150.00	\$13,800	15.00	17,250.00	0.00	
48	7-05	Catch Basin Type 2, 48 In. Diam. ADD 1 & 2	\$3,000.00	EA	10.00	\$30,000	\$0.00	\$0	10.00	\$30,000	2,500.00	\$25,000	10.00	25,000.00	0.00	
49	7-05	Catch Basin Type 2, 60 In. Diam.	\$5,000.00	EA	1.00	\$5,000	\$0.00	\$0	1.00	\$5,000	3,500.00	\$3,500	1.00	3,500.00	0.00	
50	7-05	Catch Basin Type 2, 72 In. Diam.	\$6,000.00	EA	3.00	\$18,000	\$0.00	\$0	3.00	\$18,000	14,250.00	\$4,750	3.00	14,250.00	0.00	
51	7-05	Catch Basin Type 2, 84 In. Diam.	\$7,000.00	EA	1.00	\$7,000	\$0.00	\$0	1.00	\$7,000	5,500.00	\$5,500	1.00	5,500.00	0.00	
52	7-05	Catch Basin Type 2, 96 In. Diam.	\$6,500.00	EA	2.00	\$13,000	\$0.00	\$0	2.00	\$13,000	8,000.00	\$16,000	2.00	16,000.00	0.00	
53	7-05	Connection to Drainage Structure	\$500.00	EA	8.00	\$4,000	\$0.00	\$0	8.00	\$4,000	2,800.00	\$2,800	8.00	2,800.00	0.00	
54	7-05	Trash Rack	\$400.00	EA	6.00	\$2,400	\$0.00	\$0	6.00	\$2,400	2,800.00	\$2,800	6.00	2,800.00	0.00	
55	7-05	Adjust Manhole	\$400.00	EA	2.00	\$800	\$0.00	\$0	2.00	\$800	250.00	\$500	2.00	1,600.00	0.00	
56	7-05	Adjust Catch Basin	\$400.00	EA	9.00	\$3,600	\$0.00	\$0	9.00	\$3,600	150.00	\$1,350	9.00	1,350.00	0.00	
57	7-05	Locking Frame and Solid Cover for Existing Structure	\$300.00	EA	9.00	\$2,700	\$0.00	\$0	9.00	\$2,700	400.00	\$3,600	9.00	3,600.00	0.00	
58	7-05	Trench Drain	\$80.00	LF	65.00	\$5,200	\$0.00	\$0	65.00	\$5,200	80.00	\$5,200	65.00	5,200.00	0.00	
59	7-05	Area Drain	\$300.00	EA	2.00	\$600	\$0.00	\$0	2.00	\$600	300.00	\$600	2.00	600.00	0.00	
60	7-08	Plugging Existing Pipe	\$500.00	EA	6.00	\$3,000	\$0.00	\$0	6.00	\$3,000	300.00	\$1,800	6.00	1,800.00	0.00	
61	7-08	Trench Excavation and Safety System			LS	1.00	\$1,500	\$0.00	\$0	1.00	\$1,500	500.00	1.00	500.00	0.00	
62	7-17	Ductile Iron Sewer Pipe 8 In. Diam.	\$80.00	LF	90.00	\$7,200	\$0.00	\$0	90.00	\$7,200	90.00	\$9,000	90.00	9,000.00	0.00	
63	7-09	Ductile Iron Pipe for Water Main 8 In. Diam.	\$56.00	LF	60.00	\$3,360	\$0.00	\$0	60.00	\$3,360	70.00	\$4,200	60.00	4,200.00	0.00	
64	7-12	Gate Valve 8 In.	\$1,300.00	EA	2.00	\$2,600	\$0.00	\$0	2.00	\$2,600	1,100.00	\$2,200	2.00	2,200.00	0.00	
65	8-01	ESC Lead	\$75.00	DAY	36.00	\$2,700	\$0.00	\$0	36.00	\$2,700	100.00	\$3,600	36.00	3,600.00	0.00	
66	8-01	Stabilized Construction Entrance Type 1	\$15.00	SY	225.											



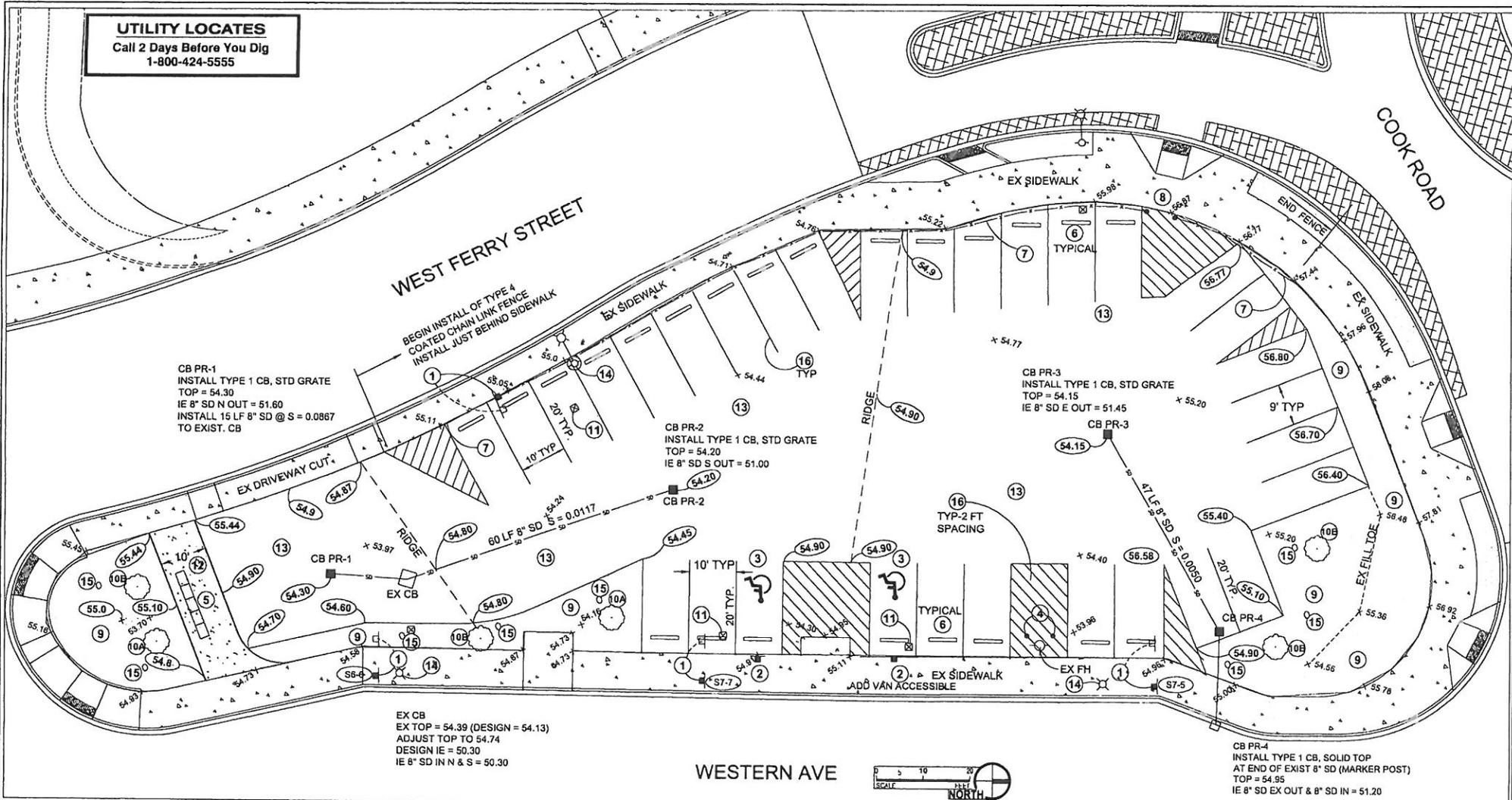
City of Sedro-Woolley
 TIB PROJECT NO. 8-2-126(009)-1
 SR 20, Cook Road Realignment and Extension Project
 BID TABULATION - FINAL - EXHIBIT A
 6/20/2013 - Updated 6/25/2013
 By: Mark A. Freiberger, PE

Item Number	Spec Section	Work Item	Price per Unit	Unit	ENGINEER'S ESTIMATE - CITY PROJECT		SKAGIT TRANSIT FACILITY		ENGINEER'S ESTIMATE - TOTAL BASE BID		Strider Construction, Inc. Bellingham, WA		BASE BID without SKAGIT TRANSIT FACILITY		SKAGIT TRANSIT FACILITY PORTION OF BASE BID		
					Qty	Cost	Qty	Cost	Qty	Cost	Price per Unit	Cost	Quantity	Total	Quantity	Total	
BASE BID																	
87	8-02	paPE Western Managress	\$2.00	EA	131.00	\$262	0.00	\$0	131.00	\$262	1.50	196.50	131.00	196.50	0.00	0.00	
88	8-02	paPE Arrowhead	\$2.00	EA	131.00	\$262	0.00	\$0	131.00	\$262	3.00	393.00	131.00	393.00	0.00	0.00	
89	8-02	paPE Sawbeak Sedge	\$2.00	EA	131.00	\$262	0.00	\$0	131.00	\$262	2.00	262.00	131.00	262.00	0.00	0.00	
90	8-02	paPE Woolgrass	\$2.00	EA	131.00	\$262	0.00	\$0	131.00	\$262	2.00	262.00	131.00	262.00	0.00	0.00	
91	8-02	paPE Softstem Bulrush	\$2.00	EA	131.00	\$262	0.00	\$0	131.00	\$262	2.00	262.00	131.00	262.00	0.00	0.00	
92	8-02	paPE Slough Sedge	\$2.00	EA	747.00	\$1,494	0.00	\$0	747.00	\$1,494	2.00	1,494.00	747.00	1,494.00	0.00	0.00	
93	8-02	paPE Hardstem Bulrush	\$2.00	EA	747.00	\$1,494	0.00	\$0	747.00	\$1,494	2.00	1,494.00	747.00	1,494.00	0.00	0.00	
94	8-02	paPE Small-Fruited Bulrush	\$2.00	EA	747.00	\$1,494	0.00	\$0	747.00	\$1,494	2.00	1,494.00	747.00	1,494.00	0.00	0.00	
95	8-15	Quarry Spalls	\$45.00	CY	80.00	\$3,600	0.00	\$0	747.00	\$1,494	2.00	1,494.00	747.00	1,494.00	0.00	0.00	
96	8-04	Cement Conc. Traffic Curb and Gutter	\$12.00	LF	4,710.00	\$56,520	280.00	\$3,360	80.00	\$960	50.00	600.00	80.00	4,000.00	0.00	0.00	
97	8-04	Roundabout Truck Apron Cement Conc. Curb and Gutter	\$30.00	LF	390.00	\$11,700	0.00	\$0	4,860.00	\$58,320	20.00	99,200.00	4,710.00	94,200.00	250.00	5,000.00	
98	8-04	Roundabout Cement Conc. Curb and Gutter	\$25.00	LF	1,260.00	\$31,500	0.00	\$0	290.00	\$11,700	27.00	10,530.00	1,260.00	10,530.00	0.00	0.00	
99	8-04	Roundabout Truck Apron Cement Concrete Curb	\$25.00	LF	590.00	\$14,750	0.00	\$0	1,260.00	\$31,500	27.00	34,020.00	1,260.00	34,020.00	0.00	0.00	
100	8-04	Cement Conc. Weed Barrier	\$12.00	LF	340.00	\$4,080	0.00	\$0	590.00	\$14,750	27.00	17,700.00	340.00	17,700.00	0.00	0.00	
101	8-09	Cement Conc. Driveway Entrance Type 1	\$40.00	SY	393.00	\$15,720	26.00	\$1,040	340.00	\$4,080	27.00	\$4,080	393.00	6,180.00	0.00	0.00	
102	8-14	Cement Conc. Sidewalk	\$30.00	SY	3,888.00	\$116,640	240.00	\$7,200	418.00	\$16,760	48.00	29,112.00	393.00	18,864.00	26.00	1,248.00	
103	8-14	Cement Conc. Sidewalk Ramp Type Parallel	\$1,000.00	EA	6.00	\$6,000	0.00	\$0	4,128.00	\$7,200	33.00	138,224.00	3,888.00	128,304.00	240.00	7,920.00	
104	8-14	Cement Conc. Sidewalk Ramp Type Perpendicular	\$13.00	EA	13.00	\$17,000	0.00	\$0	6.00	\$6,000	1,000.00	6,000.00	6.00	8,000.00	0.00	0.00	
105	8-14	Cement Conc. Sidewalk Ramp Type Single Direction	\$1,000.00	EA	3.00	\$3,000	0.00	\$0	13.00	\$17,000	900.00	11,700.00	13.00	11,700.00	0.00	0.00	
106	8-14	Cement Conc. Sidewalk Ramp Type Blks	\$1,000.00	EA	1.00	\$1,000	0.00	\$0	3.00	\$3,000	900.00	2,700.00	3.00	2,700.00	0.00	0.00	
107	8-12	8' Security Fence with Swing Gates (Skagit Industrial Park)	\$6.00	LB	1.00	\$6,000	0.00	\$0	0.00	\$0	900.00	5,400.00	6.00	5,400.00	0.00	0.00	
108	8-12	Chain Link Fence Type 3 (Pond)	\$29.00	LF	245.00	\$7,105	0.00	\$0	1.00	\$25.000	15,000.00	15,000.00	1.00	15,000.00	0.00	0.00	
109	8-12	Coated Chain Link Fence Type 3 (Retaining Walls)	\$30.00	LF	230.00	\$6,900	0.00	\$0	245.00	\$7,105	22.00	5,390.00	245.00	5,390.00	0.00	0.00	
110	8-12	Coated Chain Link Fence Type 4 (Retaining Walls)	\$28.00	LF	220.00	\$6,160	0.00	\$0	230.00	\$6,900	25.00	5,750.00	230.00	5,750.00	0.00	0.00	
111	8-12	End, Gate, Corner, Pull Post for Chain Link Fence (Pond)	\$200.00	EA	31.00	\$6,200	0.00	\$0	220.00	\$6,160	28.00	5,160.00	220.00	5,160.00	0.00	0.00	
112	8-12	Coated End, Gate, Corner, Pull Post for Chain Link Fence - Type 3 (Retaining W)	\$150.00	EA	6.00	\$900	0.00	\$0	31.00	\$6,200	190.00	5,890.00	31.00	5,890.00	0.00	0.00	
113	8-12	Coated End, Gate, Corner, Pull Post for Chain Link Fence - Type 4 (Retaining W)	\$140.00	EA	17.00	\$2,380	0.00	\$0	17.00	\$2,380	110.00	1,540.00	6.00	860.00	0.00	0.00	
114	8-12	Single 6 Ft. Chain Link Gate (Pond)	\$600.00	EA	1.00	\$600	0.00	\$0	1.00	\$600	400.00	1,530.00	1.00	1,530.00	0.00	0.00	
115	8-12	Single 4 Ft. Coated Chain Link Gate (Retaining Walls)	\$400.00	EA	2.00	\$800	0.00	\$0	1.00	\$600	400.00	1.00	400.00	1.00	400.00	0.00	0.00
116	8-12	Temporary Fence (Skagit Industrial Park)	\$8.00	LF	760.00	\$6,080	0.00	\$0	2.00	\$500	350.00	700.00	2.00	2,000.00	0.00	0.00	
117	8-13	Monument Case and Cover	\$600.00	EA	2.00	\$1,200	0.00	\$0	760.00	\$6,080	2.75	2,090.00	760.00	2,090.00	0.00	0.00	
118	8-16	Mailbox Support, Type 1	\$200.00	EA	4.00	\$800	0.00	\$0	2.00	\$1,000	350.00	700.00	2.00	700.00	0.00	0.00	
119	8-16	Mailbox Support, Type 2	\$500.00	EA	1.00	\$500	0.00	\$0	4.00	\$800	225.00	900.00	4.00	900.00	0.00	0.00	
120	8-19	Bollard Type 1	\$500.00	EA	2.00	\$1,000	0.00	\$0	1.00	\$500	400.00	400.00	1.00	400.00	0.00	0.00	
121	8-20	Conduit Pipe 2 In. Diam.	\$10.00	LF	2,280.00	\$22,800	200.00	\$2,000	2.00	\$1,000	700.00	1,400.00	2.00	1,400.00	0.00	0.00	
121a	8-20	Luminaire Foundation Form ADDED PER ADD 1 & 2	\$300.00	LF	13.00	\$3,900	0.00	\$0	2,480.00	\$22,800	6.50	18,120.00	2,280.00	14,820.00	200.00	1,300.00	
122	8-20	Traffic Signal System Modifications (West Ferry Street/SR 20)		LB	1.00	\$20,000	0.00	\$0	13.00	\$3,900	500.00	6,500.00	13.00	6,500.00	0.00	0.00	
123	8-21	Permanent Signing		LB	1.00	\$35,500	1.00	\$360	1.00	\$20,000	32,500.00	32,500.00	1.00	32,500.00	0.00	0.00	
124	8-22	Removing Pavement Marking		LB	1.00	\$1,500	0.00	\$0	1.00	\$2,560	60,000.00	60,000.00	0.00	59,400.00	1.00	600.00	
125	8-22	Paint Line		LF	14,700.00	\$2,940	300.00	\$60	15,000.00	\$3,000	3,500.00	3,500.00	0.00	2,625.00	1.00	675.00	
126	8-22	Painted Wide Lane Line	\$0.20	LF	1,800.00	\$360	0.00	\$0	1,800.00	\$360	2.25	33,750.00	14,700.00	33,075.00	300.00	675.00	
127	8-22	Plastic Stop Line	\$4.00	LF	180.00	\$720	0.00	\$0	180.00	\$720	3.00	5,400.00	1,800.00	5,400.00	0.00	0.00	
128	8-22	Plastic Crosswalk Line	\$2.50	SF	1,825.00	\$4,563	180.00	\$450	2,005.00	\$5,013	15.00	2,700.00	180.00	2,700.00	0.00	0.00	
129	8-22	Plastic Traffic Arrow	\$120.00	EA	19.00	\$2,280	0.00	\$0	19.00	\$2,280	200.00	1,825.00	180.00	1,800.00	0.00	0.00	
130	8-22	Plastic Yield Line Symbol	\$30.00	EA	84.00	\$2,520	0.00	\$0	84.00	\$2,520	50.00	4,200.00	19.00	3,800.00	0.00	0.00	
131	8-22	Plastic Traffic Letter	\$50.00	EA	8.00	\$400	0.00	\$0	8.00	\$400	200.00	1,600.00	8.00	4,200.00	0.00	0.00	
132	8-23	Temporary Pavement Marking	\$0.30	FT	5,000.00	\$1,500	0.00	\$0	5,000.00	\$1,500	0.75	3,750.00	5,000.00	3,750.00	0.00	0.00	
133	8-24	Gravelly Block Wall	\$30.00	BF	1,900.00	\$57,000	0.00	\$0	1,900.00	\$57,000	21.00	43,700.00	1,900.00	43,700.00	0.00	0.00	
134	8-26	Bike Rack	\$900.00	EA	0.00	\$0	2.00	\$1,800	2.00	\$1,800	1,000.00	2,000.00	0.00	2,000.00	2.00	2,000.00	
135	8-27	Padestrian Handrails	\$150.00	LF	60.00	\$9,000	0.00	\$0	50.00	\$7,500	75.00	3,750.00	50.00	3,750.00	0.00	0.00	
136	8-27	Concrete Steps	\$80.00	BF	80.00	\$6,400	0.00	\$0	80.00	\$6,400	70.00	5,600.00	80.00	5,600.00	0.00	0.00	
BASE BID SUBTOTAL																	
WSST (8.3% - ITEMS 63, 64, 65 ONLY)						\$1,087	\$0	\$0		\$1,087						51,401.71	
TOTAL BASE BID AMOUNT						\$2,909,209	\$43,429	\$0		\$2,952,638		2,990,406.20		2,937,726.29		51,401.71	

SUMMARY FOR TIB UPDATED COST ESTIMATE
 BASE BID PLUS SCH B CONTRACT AMOUNT
 CONSTRUCTION ENGINEERING
 CONSTRUCTION OTHER - BASE BID \$269,282 PLUS SCH B \$22,384
 TOTAL

3,235,550		3,184,148		51,402
444,789	98.3%	437,144	1.7%	7,645
281,866	All Other SL	271,565	SL53 & 54	10,101
3,962,805.20	43,429.03	3,892,857.32	15% Skagit Tr Mat	69,147.88
				10,372

UTILITY LOCATES
 Call 2 Days Before You Dig
 1-800-424-5555



CB PR-1
 INSTALL TYPE 1 CB, STD GRATE
 TOP = 54.30
 IE 8" SD N OUT = 51.60
 INSTALL 15 LF 8" SD @ S = 0.0867
 TO EXIST. CB

CB PR-2
 INSTALL TYPE 1 CB, STD GRATE
 TOP = 54.20
 IE 8" SD S OUT = 51.00

CB PR-3
 INSTALL TYPE 1 CB, STD GRATE
 TOP = 54.15
 IE 8" SD E OUT = 51.45
 CB PR-3

EX CB
 EX TOP = 54.39 (DESIGN = 54.13)
 ADJUST TOP TO 54.74
 DESIGN IE = 50.30
 IE 8" SD IN N & S = 50.30

CB PR-4
 INSTALL TYPE 1 CB, SOLID TOP
 AT END OF EXIST 8" SD (MARKER POST)
 TOP = 54.95
 IE 8" SD EX OUT & 8" SD IN = 51.20

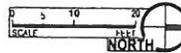
SITE PREPARATION AND CONSTRUCTION NOTES:

- | | | |
|---|--|--|
| 1 RELOCATE EXISTING POST AND SIGN AS SHOWN | 6 INSTALL PRECAST CONCRETE WHEELSTOP | 11 REPLACE EXISTING PLASTIC ELECTRICAL JUNCTION BOX WITH CONCRETE ELECTRICAL JUNCTION BOX AND ADJUST TO FINISH GRADE |
| 2 INSTALL HANDICAP PARKING SIGN R7-801 AND ONE R7-801A | 7 INSTALL TYPE 4 COATED CHAIN LINK FENCE, GREEN | 12 4-IN CONCRETE BIKE RACK AREA |
| 3 INSTALL HANDICAP PARKING SYMBOL BLUE BACKGROUND/WHITE BORDER | 8 PROVIDE 6-FT OPENING IN FENCE AS SHOWN | 13 PAVING SECTION: 3" HMA/8" CSBC |
| 4 INSTALL BOLLARDS | 9 STREAMBED COBBLES AND WEED BARRIER MAT | 14 EXISTING STREET LIGHT TO REMAIN |
| 5 INSTALL BIKE RACKS, HOOPS 3 FT APART, 2 EACH PER DT01 AND FIELD ORDER 21. | 10 PLANT TREES: 10A - RED SUNSET MAPLE
10B - FLOWERING PLUM
AT TREE LOCATION REPLACE COBBLES WITH MULCH PER TREE PLANTING DETAIL, SHT LA01 | 15 STREAMBED BOULDER |
| | | 16 4" WHITE PAINT LINE |

GENERAL NOTES:

- UNLESS OTHERWISE NOTED OR SHOWN, NEW ASPHALT IS TO BE FLUSH WITH THE TOP BACK OF EXISTING SIDEWALKS.
- SEE SR20/COOK ROAD REALIGNMENT AND EXTENSION PROJECT PLANS FOR EXISTING CURB, SIDEWALK, DRAINAGE AND STREET LIGHTS.

54.90 PROPOSED FINISH GRADE
 55.11+ EXISTING GROUND GRADE



**EXHIBIT B - SKAGIT TRANSIT ILA
 PROPOSED CHANGE ORDER #11
 SR 20 / COOK ROAD REALIGNMENT AND
 EXTENSION PROJECT
 SKAGIT TRANSIT PARK & RIDE
 WEST FERRY-COOK ROAD SITE**

PREPARED BY: CITY OF SEDRO-WOOLLEY
 FEBRUARY 7, 2014

APR 09 2014

RESOLUTION NO. _____-14

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

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING
CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

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

Section 1. The City Council does hereby declare the following to be surplus:

IT DEPARTMENT:

TAG	SERIAL	MAKE	MODEL	DESCRIPTION
3036	37002262YA	NEC	L192R9	COMPUTER DISPLAY
2778	T7AF29AA01262	AOC	LM-700	COMPUTER DISPLAY
NONE	J3977DA000798	ENVISION	H716A4	COMPUTER DISPLAY
3216	6515315286	TATUNG	TLM-1505	COMPUTER DISPLAY
3119	91G032003515	VIEWSONIC	VT550	COMPUTER DISPLAY
2900	HAQ0A35G0246 3	ADVUEU	ADV17C	COMPUTER DISPLAY
2671	FU1726B- A030600226	ADVUEU	PV-1710	COMPUTER DISPLAY
NONE	4489F002370078	CTL	201LX	COMPUTER DISPLAY
2883	HAQ0A35G0247 2	ADVUEU	ADV17C	COMPUTER DISPLAY
3037	MY3BL4Q2ZK7 A	HP	C8962A	INKJET PRINTER
2512	MY02Q1B23DJL	HP	C6427B	INKJET PRINTER
2676	CN3953F2S56B	HP	C8974A	INKJET PRINTER
3192	2GE0V8HH	SEAGATE	9ZC2AG-500	EXTERNAL HARD DRIVE
3193	2GE0VR5Z	SEAGATE	9ZC2AG-500	EXTERNAL HARD

				DRIVE
ILLEGIBLE	07C203469	ENGENIUS	EOC-3220 EXT	WIRELESS ETHERNET BRIDGE
ILLEGIBLE	07C203474	ENGENIUS	EOC-3220 EXT	WIRELESS ETHERNET BRIDGE
3139	07C203475	ENGENIUS	EOC-3220 EXT	WIRELESS ETHERNET BRIDGE
3134	07C203470	ENGENIUS	EOC-3220 EXT	WIRELESS ETHERNET BRIDGE
3138	07C203471	ENGENIUS	EOC-3220 EXT	WIRELESS ETHERNET BRIDGE
2691	7RTF014647	3COM	3C16790	ETHERNET SWITCH
NONE	051130023	SHENSHIYEN	CQ284	COLOR QUAD PROCESSOR
NONE	0443E2A32981	TRENDNET	TE-100-S8P	ETHERNET SWITCH
NONE	0453F3A06417	TRENDNET	TW100- S4W1CA	ETHERNET ROUTER
NONE	D90153A028498	D-LINK	DI-604	ETHERNET ROUTER
NONE	C2161F910404	LINKSYS	BEFSR41	ETHERNET ROUTER
NONE	C2125099327	LINKSYS	BEFSR41	ETHERNET ROUTER
NONE	C2125159461	LINKSYS	BEFSR41	ETHERNET ROUTER
NONE	10A393309	ENGENIUS	EOA3630	WIRELESS ETHERNET BRIDGE
3437	CNU63220YR	HP	PZ817UA#AB A	LAPTOP COMPUTER
3069	MXL73218NJ	HP	GP025AV	LAPTOP COMPUTER
3070	MXL73218NH	HP	GP025AV	LAPTOP COMPUTER
3068	MXL73218NG	HP	GP025AV	LAPTOP COMPUTER
3162	CND8171BNS	HP	KD097AT#A BA	LAPTOP COMPUTER

NONE	0107898349890344	DELL	LATITUDE 100L	LAPTOP COMPUTER
NONE	1V1AKDKNR1VK	COMPAQ	PRESARIO 700	LAPTOP COMPUTER
2838	0028187583	GATEWAY	E6000	DESKTOP COMPUTER
3196	S0MUJ1NQB12070	Q-SEE	QSD2316L	DIGITAL VIDEO RECORDER
2888	153751	UNKNOWN	FDRAMUMP	EXTERNAL OPTICAL DISK WRITER
NONE	0239A1003340	TRENDNET	TEG-S40TXD	ETHERNET SWITCH
3433	CN0HT858282988190104	DELL	POWERCONNECT 3524P	ETHERNET SWITCH
2868	3D23KMZ8B3L1	COMPAQ	PRESARIO 6000	DESKTOP COMPUTER
3041	030519405560	SPECO TECHNOLOGIES	DVR-8TN/300	DIGITAL VIDEO RECORDER
3215	12K035250102	EVERFOCUS	EDSR400/N	DIGITAL VIDEO RECORDER
2310	D829BWS10319	COMPAQ	PROLIANT 800	SERVER COMPUTER
2672	NONE	ANTEC	CUSTOM BUILT	DESKTOP COMPUTER
3379	DTX31344	CANON	IMAGECLASS D420	MULTIFUNCTION COPIER
1877	10835	MARTIN YALE INDUSTRIES	970A	PAPER BURSTER
3319	ILLEGIBLE	OKIDATA	MICROLINE 321	DOT MATRIX PRINTER
NONE	27NE02943	KONICA MINOLTA	BIZHUB 7235	MULTIFUNCTION COPIER
3315	72010970F0	OKI	MICROLINE 390 TURBO	DOT MATRIX PRINTER
3	1740102847	INTIMUS	3850 SE	PAPER SHREDDER
NONE	0034862	PITNEY BOWES	DM500	DIGITAL MAILING SYSTEM

POLICE DEPARTMENT:

2001 Chevy Impala w/ 82,686 miles VIN 2G1WF55K819310087

2001 Ford Crown Vic w/74,725 miles VIN 2FAFP71W71X181348

Section 2. The Mayor is directed to sell or trade-in the surplus property for additional property or for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer. For surplus property with little or no value, the Mayor is authorized to recycle or dispose of the property in an environmentally responsible manner with the least cost to the City.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this ___ day of April, 2014.

Mike Anderson, Mayor

Attest:

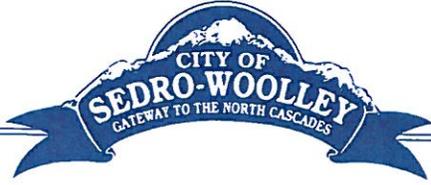
Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

APR 09 2014

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

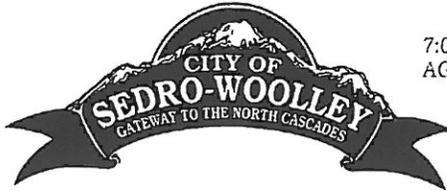


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014



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

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

**2ND READING
OLD BUSINESS**

Eron M. Berg
City Supervisor & Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Utility Tax Rates
DATE: April 1, 2014

ISSUE: Should the Council adopt the attached ordinance increasing the City's utility tax rates on sewer, garbage and stormwater?

BACKGROUND: *This is a follow up to the first reading and public hearing held on March 26, 2014. There are no changes to the ordinance that was presented at that time.*

This proposal is brought forward for your consideration in an effort to bolster staffing at the Sedro-Woolley Police Department as a means to maintain the SWPD as a viable primary law enforcement agency for the community.

Staffing at the SWPD has been an issue for a number of years and through the recession, the SWPD has taken staff reductions and layoffs along with most other departments in the city. Specifically, the department lost its authorization to hire a 15th commissioned officer, eliminated its full-time animal control officer and replaced its full-time transcriptionist with a part-time position. The city council, the mayor and staff have been working together for some time now to find solutions and to provide some light at the end of the tunnel.

Chief Wood is leading the department toward an immediate solution to refocus the department on patrol. The chief has announced an early retirement and the mayor has announced his intent to hire Lieutenant Tucker as the new chief. Our intent is that the position of lieutenant will not be replaced, allowing those dollars to be reallocated into patrol. At the same time, Winnie Floyd is retiring at the end of April and her position will be eliminated, allowing those dollars to be reallocated into code enforcement.

This ordinance will raise utility taxes on city utilities (sewer, garbage and stormwater) by 4% which will generate about \$209,000 annually. The proposal is to allocate 100% of that new revenue to the SWPD budget by hiring two additional officers. This will take the department's staffing from 14 commissioned officers to 16 commissioned officers, plus one code enforcement officer.

The ordinance is drafted to implement this tax increase effective June 1, 2014 (for the July billing). The tax increase is estimated to result in \$104,500 in new revenue in 2014. The last time utility taxes were raised was in 2012 following the city council's retreat.

Finally, it should be noted that Sedro-Woolley's utility taxes are not out of line with our neighbors. Anacortes and Mount Vernon are at 7.0%; Burlington (which receives some 500% more sales tax than Sedro-Woolley) is at 0%. Upon passage of this ordinance, Sedro-Woolley will be at 7.5%.

RECOMMENDATION: Motion to adopt ordinance _____-14, an ordinance increasing the city's utility tax rate.

ORDINANCE NO. ____ -14

AN ORDINANCE AMENDING SWMC 5.06.020 TO INCREASE THE CITY UTILITY TAX RATE

Whereas, SWMC 5.06.020 establishes utility tax rates and for city owned utilities the current rate is 3.5%, and

Whereas, the City of Sedro-Woolley is continuing to experience the effects of the great recession while also experiencing annual increases in the costs of government; and

Whereas, the City Council finds that it is necessary to increase the utility tax rates to fund basic government services, specifically basic law enforcement; and

Whereas, the City Council finds that unacceptably severe cuts in services would be required to maintain a balanced budget in the absence of additional revenues; and

Whereas, this ordinance was first presented for consideration on the regular agenda on March 26, 2014 and public testimony was taken at a public hearing on April 9, 2014; and

Whereas, the Council desires to balance the community's need for municipal services, specifically basic law enforcement services, with the burden placed upon citizens through taxation with an increase in the utility tax to maintain those services; now therefore,

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

Section 1. SWMC 5.06.020 is amended to read as follows:

5.06.020 Utility tax levied—Rate.

On and after ~~July 1, 2012~~ June 1, 2014, there is levied on and shall be collected from every person a tax for the act or privilege of engaging in certain business activities, measured by the application of the respective rates against gross income as follows:

A. Telephone Business. Upon every person engaged in or carrying on any telephone business (excluding cellular telephone service) within the city of Sedro-Woolley, a fee or tax equal to six percent of the total gross income from such business in the city of Sedro-Woolley. Tax liability imposed under this section shall not apply to that portion of gross income derived from charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges, or carrier access charges relating to intrastate toll telephone services, or for access to, or charges for, interstate services, or charges for network telephone service that is purchased for the purpose of resale.

B. Solid Waste. Upon every person engaged in or carrying on the business of collecting solid waste, recyclable materials or yard waste, a tax equal to ~~three and one-half~~ seven and one-half percent of the total gross income from such business in the city of Sedro-Woolley, but not including income from the sale of recyclable materials or yard waste.

C. Sewer System. Upon every person engaged in or carrying on the business of operating a sanitary sewer system, a tax equal to ~~three and one-half~~ seven and one-half percent of the total gross income from such business in the city of Sedro-Woolley.

Section 3. This ordinance shall be effective June 1, 2014, which is more than five (5) days after passage and publication as provided by law.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2014, and signed in authentication of its passage this ____ day of _____, 2014.

Mike Anderson, Mayor

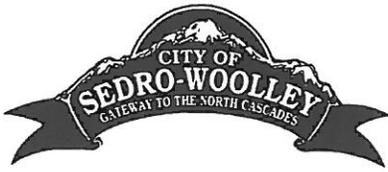
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: March 26, 2014
Second Reading by City Council: April 9, 2014
Public Hearing by City Council: March 26, 2014
Approval by City Council:
Signed by the Mayor:
Date of Publication:



Building, Planning and Engineering Departments

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

CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014

MEMO:

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

To: City Council
Mayor Anderson

From: Mark Freiburger & John Coleman, AICP
Public Works Director Planning Director

Date: April 9, 2014

Subject: Building, Planning & Engineering Fee Schedule - *Second Read*

ISSUE

Should the City Council update its adopted Fee Schedule that contains the fees for all Building, Planning and Engineering permits, reviews and inspections?

PROJECT DESCRIPTION / HISTORY

These amendments are part of the ongoing effort to update the City's procedures to increase efficiency and predictability in our development review process.

The Engineering Department has made a major effort to overhaul the Engineering fees in the Building, Planning and Engineering Fee Schedule adopted by Resolution 817-09. The proposed revisions will simplify the calculation and administration of permit fees, plan review and construction inspection activities. Using a recent eight lot plat for comparison, the proposed fees will result in development costs comparable to our Skagit County sister cities, while maintaining revenues adequate to cover staff costs. A parallel update of the Sedro-Woolley Public Works Department Standards to incorporate these changes is under way and will be completed by the end of March 2014 under the Director's authority.

The Building and Planning Departments made major revisions to the fee schedule in 2009 and do not propose to make any major adjustments at this time. However, some minor adjustments to missing and incorrect fees are proposed by the Building and Planning Departments.

Exhibit A: Resolution adopting *Building, Planning & Engineering Fee Schedule*

The proposed fee changes are underlined and the existing/previous fees are ~~stricken through~~.

RECOMMENDED ACTIONS

Make a motion to approve Resolution _____ to adopt the attached Building, Planning & Engineering Fee Schedule.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING A BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

WHEREAS, the City Council desires to make its fees more clear and easier to track and modify in the future; and

WHEREAS, the Washington State Auditor’s Office has recommended to the City that all fees assessed for these services be properly established by Council action and that the Council action be auditable; now therefore,

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

Section 1. Fees for building, planning & engineering services performed by the City will be as set forth in the attached Building, Planning & Engineering Fee Schedule.

Section 2. This resolution shall be effective immediately after passage as provided by law.

Section 3. The provisions of this resolution are declared to be severable, and if any section, sentence, clause or phrase of this resolution 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 resolution.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2014, and signed in authentication of its passage this _____ day of _____, 2014.

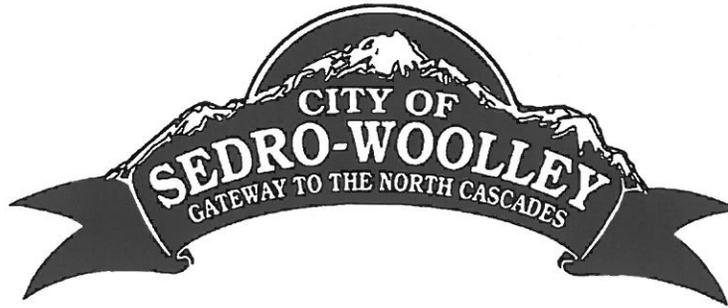
MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF SEDRO-WOOLLEY BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

The fees described below are the minimum fees specific to the identified activities. Other fees may apply and will be added to the minimum fee. Plan Review and Application Fees are due at time of application. All fees must be paid before Permit Issuance or City Action.

SECTION 1. BUILDING PERMIT FEES

To calculate building permit fees, valuation is established by using the current building valuation data published in the Building Safety Magazine by the International Code Council (ICC). Permit fees are then calculated from the City of Sedro-Woolley BPE Fee Schedule Table 1. Valuation information for structures/improvements not designated by ICC is as shown in this schedule. The plan check fees for projects reviewed by the City of Sedro-Woolley shall be 65 percent of the building permit fee.

TABLE 1—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$1.00 to \$500.00	\$23.50
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Structure or Improvement	Valuation
Uninsulated, Unheated Basement	50% of finished space
Non-engineered Wood Frame pole building	\$23.57 per Square foot
Open Carport	\$16.10 per Square foot
Foundations	\$35.00 per linear foot
Fences greater than 6' in height	\$12.84 per linear foot
Decks	\$12.84 per Square foot
Post Frame Building	\$16.10 per Square foot
Commercial Signs	\$100.00 Surface mounted \$100.00 Replacement of insert to existing sign cabinet \$200.00 Monument \$300.00 Pole-mounted

Other Building Related Fees	
Plans Examination Review Fee	65% of assessed building permit fee
Projects not specified in schedule	Valuation based on contractor's estimate
Inspections outside of normal business hours, if granted	\$50.00/hour plus administrative overhead 2 hour minimum ¹
Inspections for which no fee is specifically indicated	\$50.00 per hour ¹ ½ hour minimum
Re-inspection fees (due prior to second re-inspection of written correction notice)	\$50.00/hour plus administrative costs 1 hour minimum ¹
Additional plan review fee or inspection required by changes, additions, or revisions to plans	\$50.00/hour 1/2 hour minimum
For use of outside consultants for plan checking, inspections, environmental, stormwater, landscape and other related reviews	\$50.00/hour administrative costs plus the resulting consultant fees
Demolition Permits	\$100.00 SFR Demolition Permit \$125.00 Commercial Demolition Permit
Temporary Certificate of Occupancy	\$250.00
Renewal of Building Permits	50% of the cost of a current permit. If plans have been modified from the original permit approvals, the applicant shall pay additional plan review fees of \$50.00/hour. Expired non-commercial projects requiring only a final inspections shall pay a minimum fee of \$100.00
Address Sign	\$25.00 \$15.00
Change of Use permit	\$100.00
Building Decision Appeal	\$300.00 Plus \$50.00/hour for staff time plus resulting consultant fees plus resulting attorney fees.
Washington State Building Code Council Fee	\$4.50 per building permit
Adult Family Home Application Review	\$50.00
Adult Family Home Inspection	\$50.00

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Manufactured Homes	
Manufactured Home	\$500.00
Modular Homes	\$750.00 plus foundation and/or basement permit fee

Mechanical Permits	
Permit Administration	
1. For the issuance of each mechanical permit	\$25.00
Unit Fees	
1. Furnaces	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW)	\$20.00
For the installation or relocation of each floor furnace, including vent	\$14.80
For the installation or relocation of each suspended heater, recessed wail heater or floor-mounted unit heater	\$14.80
2. Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25
3. Repairs or Additions	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
4. Boilers, Compressors and Absorption Systems	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70
For the installation or relocation of each boiler or compressor over three horsepower (10.6kw) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6kw)	\$27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.25
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Bin/h (512.9 kW)	\$92.65
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s),	\$10.65

including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	
For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10
6. Evaporative Coolers.	
For each evaporative cooler other than portable type	\$10.65
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$ 7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	\$18.20
For the installation or relocation of each commercial or industrial-type incinerator	\$14.50
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$10.65
10. Range hoods	
Residential	\$9.50
Commercial –plan review --inspection (does not include Fire Suppression)	\$50.00 \$50.00
11. Wood/gas stove or insert	\$20.00
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours)	\$50.00*
2. Re-inspection fees assessed under provisions of Section 116.6, per inspection	\$50.00*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour)	\$50.00*
4. Additional plan review required by changes, additions or revisions to plans or top for which an initial review has been completed (minimum charge—one-half hour)	\$50.00*
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

Plumbing Permits

Permit Administration	
1. For issuing each permit	\$ 25.00
Unit Fee Schedule	
1. For each plumbing fixture on one trap or a set of fixtures on one trap	\$ 10.00
2. For each building side sewer or manufactured home side sewer	\$ 36.00
32. Rainwater systems - per drain (inside building)	\$ 7.00
43. For each water heater and/or vent	\$ 7.00
54. For each gas-piping system of one to five outlets	\$ 5.00
65. For each additional gas piping system outlet, per outlet	\$ 2.00
76. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$ 7.00
87. For each installation, alteration or repair of water piping and/or water treating equipment, each	\$ 7.00
98. For each repair or alteration of drainage or vent piping, each fixture	\$ 7.00
109. For each lawn sprinkler system on any one meter including backflow protection devices	\$ 7.00
110. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00 \$ 1.00
121. For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller over 2 inch (51 mm) diameter	\$ 7.00 \$ 15.00
1312. For initial installation and testing for a reclaimed water system	\$30.00*
1413. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$30.00*
1514. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$50.00
1615. For each additional medical gas inlet(s)/outlet(s)	\$5.00
Other Inspections and Fees	
1. Inspections outside of normal business hours	\$50.00*
2. Re-inspection fee	\$50.00
3. Inspections for which no fee is specifically indicated	\$50.00*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one-half hour)	\$50.00*
*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.	

SECTION 2. PLANNING PERMIT FEES

Planning	
Pre-Application Meeting Fee	\$60.00 Planning Review \$60.00 Engineering Review
Comprehensive Plan Amendment	\$500.00 For projects that require more than 10 hours of staff time, the applicant will be billed at \$50.00/hour plus any consultant fees.
Zoning Ordinance Amendment	\$300.00
Rezone	See Comprehensive Plan Amendment
Long Plat	\$2,000.00 plus \$150/lot
Short Plat	\$1,000.00
Planned Residential Development (in addition to Long Plat fees)	\$2000.00 plus \$15/lot
Conditional Use Permit (does not include Hearing Examiner Fees)	\$300.00 Residential \$500.00 Commercial
Zoning Waiver	\$200.00
Zoning Variance	\$400.00
Home Occupation Permit	\$25.00
Boundary Line adjustment	\$150.00
Binding Site Plan	\$400 plus \$150/lot
Design Review	\$25.00
Annexation	\$750.00
Planning Decision Appeal	\$200.00 by Permit Applicant \$100.00 by non-permit applicant residing greater than 500 ft from the project. \$30.00 by non-permit applicant residing less than 500 ft from the project Plus all resultant consultant fees and/or attorney fees
Planning Review for activities not listed specifically above.	\$50.00/hour
Hearing Examiner Fees	<u>Type I & II (Appeals) – \$500.00</u> <u>Type II- III Procedures - \$500.00</u> <u>Type III- IV Procedures - \$1,000.00</u>
Public Notification - Legal Notice in newspaper	Actual cost
Public Notification - Postage	Actual cost
Public Notification – Prepayment / Deposit	\$250.00

Environmental Fees

Critical Areas Review Fee	\$10.00 Checklist review and site visit, if req. for building permits \$20.00 Checklist review and site visit, if req. for projects requiring land disturbance, plats, and boundary line adjustments \$380.00 Request and review applicant submitted reports
Shoreline Permit	\$200.00
Shoreline Conditional Use/Variance	\$250.00
Floodplain Permit	\$60.00
For use of outside consultants for specialty plan checking and inspections	\$50.00/hour administrative fee plus the resulting consultant fees
SEPA- State Environmental Policy Act Checklist Review	\$150.00 (up to 10,000 sq. ft. disturbed area) \$300.00 (10,000-50,000 sq. ft. disturbed area) \$500.00 (50,000 sq. ft. and over disturbed area)
SEPA- Site Visit	\$100.00
Environmental Impact Statement (E.I.S.) Review	\$500.00 (included 10 hours of staff time) For projects that require more than 20 hours of staff time, applicant will be billed at \$50.00/hour plus consultant fees
Appeal of SEPA determinations (EIS Appeal)	\$1000 plus consultant fees and attorney fees.

SECTION 3. ENGINEERING PERMIT FEES

ENGINEERING DEPARTMENT FEES	
Permits/Review/Inspection/Misc	Fee
Street Vacation Request	\$200.00
Encroachment Permit	\$100.00
Access Permit (new driveways accessing city streets)	\$50.00
Right of Way Permit (any work within city right of way including street cuts, utility extension, driveway construction, sidewalks, etc.; includes initial inspection)	\$50.00
Sewer Service Permit (includes initial inspection)	\$50.00
Clearing & Grading Permit (when not a part of an Engineering Plan Review project; includes TESC review and inspection)	\$25.00 - Up to 50 CYS \$100.00 plus \$25.00 per Acre – 50 CYS and over
Re-inspection for ROW Permits & Sewer Service Permits, per each	\$30.00
Stormwater Maintenance Permit (SWMC 13.40.040)	\$50.00
Engineering Plan Review – Simple Site Plan (up to two lots)	\$60.00/hour; minimum ½ hour
Engineering Plan Review (on and off site civil improvements – see SWPWDS Ch 2.2)	0.5% approved Engineer's Project Cost Estimate; \$600.00 minimum
Additional Engineering Plan Review (see SWPWDS Ch. 2.2)	\$60.00/hour; minimum ½ hour
Consultant Plan Review where required (Traffic Signals, Traffic Impact Analysis, Stormwater etc.)	Consultant Cost plus 5%
Construction Inspection (on and off site civil improvements)	\$500.00 plus 1.5% approved Engineers Estimate
Consultant Specialty Inspection & Testing (SWPWDS Ch. 2.1.10)	Consultant Cost plus 5%
Pavement Repair Performance Bond (refundable on satisfactory completion of work)	\$500.00 (cash deposit)
Performance and Maintenance Bonds (all civil-related work)	See SWPWDS Chapter 2.3

ENGINEERING DEPARTMENT FEES	
Review/Permits	Fee
Curb and/or Sidewalk Installation review	\$150.00
Parking Lot Paving review	\$150.00
Street Improvement Review	\$200.00
Storm sewer installation/Improvement review	\$250.00
Storm water retention/detention review	\$200.00
Sanitary sewer installation/improvement review	\$150.00
Water main and fire protection/hydrant system review	\$150.00
Illumination (street light) review	\$150.00
Traffic Signal Permit review	\$300.00
Access Permit	\$90.00

Driveway Curb Cut	\$20.00
TESC Review	\$150.00
Misc. Engineering Department Fees	
Street Vacation	\$200.00
Right-of-Way Permit	\$25.00 plus \$25.00 per private utility
Engineering review for activities not listed specifically above.	\$150.00
ENGINEERING DEPARTMENT INSPECTION FEES	
Inspection Type	Fee
Street Improvements	\$1.75/lf
Curb and/or Sidewalk	\$1.00/lf
Curb Cuts	\$80.00
Parking Lot Paving Permit	\$0.05/sq. yd.
Storm sewer installation/Improvement	\$1.50/lf
Storm water retention/detention	\$200.00 each
Sanitary sewer installation/improvement	\$1.75/lf
Sewer lateral	\$30.00 each
Side Sewer Inspection	\$36.00 per side sewer
Water main and fire protection system	\$60.00 each
Illumination (street light)	\$100.00 each
Traffic Signal	\$250.00 each signal
Private Utility (e.g. power, gas, phone, etc.)	\$100.00 per private utility
TESC	\$250/acre
For all inspection not specifically listed above	\$60.00/hour plus administrative overhead ± hour minimum
Re-inspection fee	\$60.00/hour plus administrative overhead ± hour minimum

Grading Plan Review Fees (U.B.C. Table A-33A)	
50 cubic yards (38.2m ³)	No fee
51 to 100 cubic yards (40m ³ to 76.5m ³)	\$23.50
101 TO 1,000 cubic yards (77.2m ³ to 764.6m ³)	\$37.00
1,001 to 10,000 cubic yards (765.3m ³ to 7645.5m ³)	\$49.25
10,001 to 100,000 (97646.3m ³ to 76,455m ³)	\$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 yards or fraction thereof.
100,001 to 200,000 (76,456m ³ to 152,911m ³)	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 yards or fraction thereof.
200,001 cubic yards or more (152.912m ³)	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 yards or fraction thereof.
Additional plan review required by changes, additions or revisions to approved plans	\$60/hour minimum one-half hour

Grading Permit Fees

The fee for a grading and clearing permit authorizing additional work under a valid permit shall be the difference between the fees paid for the original permit and the fee shown for the current project.
(U.B.C.T.R. 16-1-33A)

50 cubic yards (38.2m ³)	\$23.50
51 to 100 cubic yards (40m ³ to 76.5m ³)	\$37.00
101 TO 1,000 cubic yards (77.2m ³ to 764.6m ³)	\$37.00 for the first 100 cubic yards plus \$17.50 for each additional 100 yards or fraction thereof.
1,001 to 10,000 cubic yards (765.3m ³ to 7645.5m ³)	\$194.50 for the first 1,000 cubic yards plus \$14.50 for each additional 1,000 yards or fraction thereof.
10,001 to 100,000 (97646.3m ³ to 76,455m ³)	\$325.00 for the first 10,000 cubic yards plus \$66.00 for each additional 10,000 yards or fraction thereof.
100,001 or more (76,456m ³)	\$919.00 for the first 100,000 cubic yards plus \$36.50 for each additional 10,000 yards or fraction thereof.
Inspection fees outside of normal business hours	\$60/hour plus consultant fees.

SECTION 4. OTHER FEES

IMPACT FEES & GENERAL FACILITY CHARGES SINGLE-FAMILY RESIDENTIAL	
Fire Impact Fee	\$0.19 per square foot
Fire Impact Fee (Commercial)	\$0.20 per square foot
Park Impact Fee	\$1,500.00
Street Impact Fee	See Fee Schedule Appendix A
School Impact Fee	\$5,239.00 \$2,649.00
School Administration Fee	\$35.00
Sewer General Facility Charge (Residential)	\$8,926 \$6,995.00
Sewer General Facility Charge (Non-residential)	\$408 \$291 per EFU-See Fee Schedule Appendix B
Sewer Inspection Fee	\$36.00
MULTI-FAMILY RESIDENTIAL (4 OR MORE UNITS)	
Fire Impact Fee	\$0.19 per square foot
Fire Impact Fee (Commercial)	\$0.20 per square foot
Park Impact Fee	\$1500.00
Street Impact Fee	See Fee Schedule Appendix A
School Impact Fee	\$5,254.00 \$1,398.00
School Administration Fee	\$35.00
General Facility Charge (Residential)	\$8,926 \$6,995.00
Sewer General Facility Charge (Non-residential)	\$408 \$291 per EFU-See Fee Schedule Appendix B
Sewer Inspection Fee	\$36.00
OTHER	
McGarigle Road Improvement Fee (Sauk Mt. Development Only)	\$1,500.00 per dwelling unit
N. Reed St. Utility Connection Fee (Residential)	\$1,152
N. Reed St. Utility Connection Fee (Non-residential)	\$1,152 per ERU
Cook Rd./Trail Rd. (Residential)	\$3,426
Cook Rd./Trail Rd. (Non-residential)	\$3,426 per ERU
Fruitdale Road Utility Connection Fee	\$3,450.00
North Township Street Utility Connection Fee	\$725.00
Police Mitigation Fee (SEPA MDNS Only)	\$202.96 (if not stated otherwise if stated in SEPA for project)
Street Impact Fee (Commercial)	Refer to TIF (1.3) Table in Engineering. Contact Engineering Dept. for assistance in calculating fees.
Impact Fee Appeal	\$300.00 Plus \$50/hour plus consultant fees and attorney fees
General Facilities Charge Credit- decommission septic system per 13.16.140	\$2,855.00
Administrative Fee to process credit	\$30.00

Fire Code Fees

Administrative fee	\$22.00
Fire Code Operations permit (pursuant to 2003 IFC 105.6)	\$250.00 plus \$50.00/hr plan review fee plus consultant fees.
Fire Code Construction Permit (pursuant to 2003 IFC 105.7)	\$250.00 plus \$50.00/hr plan review fee plus consultant fees.
Fire suppression-building sprinklers	\$300.00 plus consultant review fees
Fire suppression-tenant space sprinklers	\$100.00 plus consultant review fees
Fire suppression-commercial hood sprinklers	\$77.00 plus consultant review fees
Fire alarm system when required	\$97.00 plus consultant review fees
Temporary Occupation/use Permit	\$250.00
Fire Code Violation Investigation Fee	\$50.00/hr minimum 1 hour
Fire Code Violation Fine	\$50.00 - \$200.00 per violation per day
Fire Code Compliance Review Fee and Report	\$100.00 plus consultant fees
Fire Investigation Fee	\$50.00/hr plus consultant fees.
Underground fuel tank installation or removal	\$100
Compressed gas	\$50.00
Install LP fuel tank	\$35.00

Enforcement Fees

Work without a permit investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit violation investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit compliance monitoring fee (for permits that require temporary monitoring)	\$50.00/hour plus consultant fees
Building Permit Violation Fine	Add 100% of the building fee
Planning/Zoning Violation Fine	Add 100% of resulting planning fees
Legal action	\$50.00/hour administrative fee plus attorney fees and consultant fees.

Computer Mapping Services

8½ x 11	1-5 copies \$2.50 (20% discount after five copies)
11 x 17	1-5 copies \$5.00 (20% discount after five copies)
17 X 20 to 18 x 24	1-5 copies \$10.00 (20% discount after five copies)
22 X 34 to 24 x 36	1-5 copies \$15.00 (20% discount after five copies)
34 X 44 to 36 x 48	1-5 copies \$20.00 (20% discount after five copies)
A \$60/hour charge will be applied to all custom map request plus actual cost for maps produced and reproduced by outside sources.	

Administrative And Misc. Fees

Copies	\$0.15/single-page \$0.25/double-page Actual cost for multi-media materials such as computer diskettes and CD's.
Color Copies	8.5x11/\$0.50 8.5x14/\$0.75 11x17/\$1.00
Copies of recorded public hearings	Free on City website or \$15.00/disk

FEE REFUNDS: The Building Official may authorize a refund of fees in accordance with IRC R108.5 and IBC 108.6

BUILDING PERMIT EXPIRATION: Every building permit issued by the City of Sedro-Woolley under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not completed per the permitted requirements within two (2) years of the date of issuance.

RENEWAL OF EXPIRED BUILDING PERMITS: To renew action on a permit after expiration, the permittee shall pay a renewal fee of one half ~~the amount required for a new permit for such work~~ of the amount of the building permit fee that would be required for a new permit (not plan review fee), provided no changes have been made or will be made in the original plans and specifications for such work. A new permit ~~– including plan review fees –~~ will be required where expiration has been more than six months. Expired non-commercial projects requiring only final inspections shall pay a minimum fee of \$100.00.

Any permittee holding an unexpired permit may apply for a six-month extension in order to complete the authorized work. The Building Official may grant ~~a one free~~ 180 day extension of time upon a written request from the permittee showing that circumstances beyond the control of the permittee have prevented the authorized work from being completed. No permit may be extended more than once.

Appendix A- Traffic Impact Fees for Single Family Dwellings

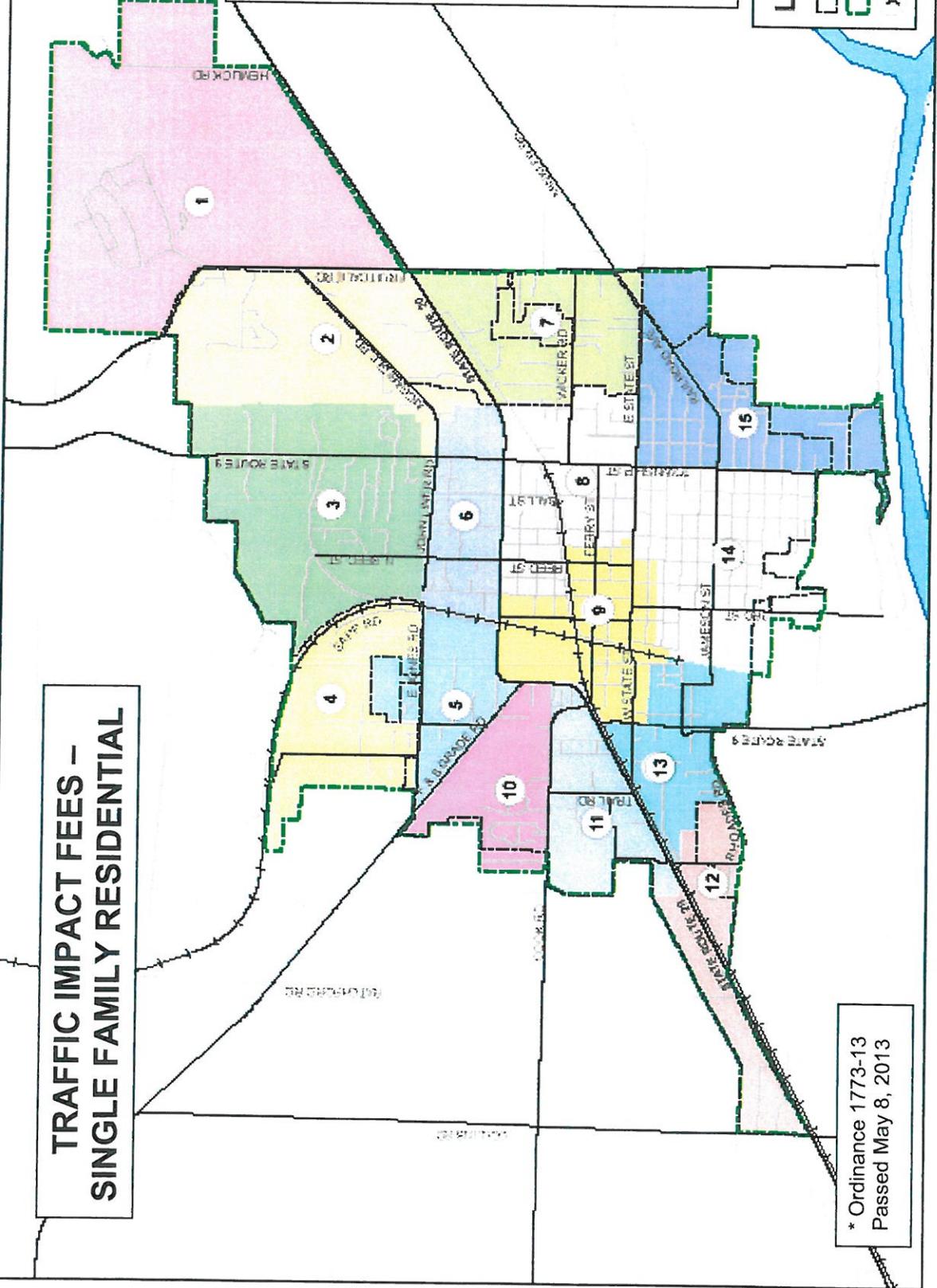
TRAFFIC IMPACT FEES – SINGLE FAMILY RESIDENTIAL



FEE PER DISTRICT*
1 – \$587
2 – \$1,467
3 – \$1,517
4 – \$1,906
5 – \$2,046
6 – \$1,098
7 – \$855
8 – \$745
9 – \$1,081
10 – \$1,026
11 – \$833
12 – \$1,393
13 – \$1,763
14 – \$2,104
15 – \$3,635

Legend

- City Limits
- UGA Boundary
- District Number



* Ordinance 1773-13
Passed May 8, 2013

Appendix B- Equivalent Fixture Units
 For calculation of Commercial General Facility Charge

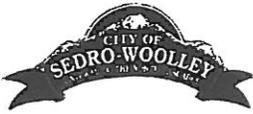
Kinds of Fixtures	Units
Bathtubs	2
Bidets	2
Clothes washers, private	2
Clothes washers, commercial	6
Dental units or cuspidors	1
Drinking fountains	1
Floor drains	2
Interceptors for grease, oil, solids, etc.	3
Interceptors for sand, auto wash, etc.	6
Laundry tubs	2
Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc.	1
Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc.	3
Showers, single stalls	2
Showers, gang (per head)	1
Sinks, and/or dishwashers (residential) (2" min. waste)	2
Sinks, bar, commercial	2
Sinks, bar, private	1
Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains	3
Sinks, flushing rim, clinic	6
Sinks, service	3
Sinks, service (3" trap)	6
Urinals, pedestal, trap arm only	6
Urinals, stall, separate trap	2
Urinals, wall-mounted, blowout, integral trap 2" trap arm only	3
Urinals, wall-mounted, blowout, integral trap 3" trap arm only	6
Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only	2
Urinals, wall-mounted, washdown, separate trap (2" min. waste)	2
Wash basins, in sets	2
Wash basins (lavatories) single	1
Water closet, private installation	4
Water closet, public installation	6

CITY COUNCIL AGENDA
REGULAR MEETING

APR 09 2014

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

PURCHASE ORDER
CITY OF SEDRO-WOOLLEY



Purchase Order No. 2014-PO-08

Product Capacity Tote Yard Goat, Model TJ 4000D

Vendor Name Meridian Equipment Company

Vendor Address 5946 Guide Meridian, Bellingham, WA 98266

Vendor Contact Bob Vander Ploeg Phone 360-647-1199 Email meridianeq@msn.com

Ship To 315 Sterling, Sedro-Woolley, WA 98284

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

City Contact Debbie Allen Phone 360-856-1100 Email dallen@ci.sedro-woolley.wa.us

City Department Wastewater Budget (BARS) No. 594.35.64.00.401 Machinery/Equipment

DESCRIPTION OF PRODUCT

Capacity Tote Yard Goat, Model TJ 4000D, 8-2N 40 SR50 S/N R170 3399

COMPENSATION

Compensation for the product will be on a unit price per cubic yard plus additional fees as applicable, not to exceed \$9,472.50 without written authorization.

See attached quotation dated 3/31/2014. Price includes sales tax at 8.5%, and includes delivery. Council approval of expenditure is scheduled for April 9, 2014.

SCHEDULE The Vendor shall deliver the product and services as described above:

- By ASAP
- In accordance with the attached schedule.

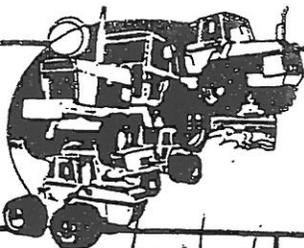
APPROVED

CITY OF SEDRO-WOOLLEY

By: Eron Berg, City Supervisor

Signature _____

Date _____



MERIDIAN EQUIPMENT COMPANY

5946 Guide Meridian
Bellingham, Washington 98226
National Used Parts Locator

(360) 647-1199
(360) 398-2141

DATE: 3/31/14 PURCHASE ORDER NO. SALESMAN: Job

PURCHASER: City of Sedro Woolley

ADDRESS: 325 Metcalf PHONE: 855-1661

CITY: Sedro Woolley STATE: WA ZIP: 98284

DESCRIPTION OF EQUIPMENT ORDERED

STOCK #:	AMOUNT OR VALUE:
1 Capacity Tote Yard Goat #8500 ^{CE} Model TJ 4000D 8.2N 40 SR50 s/n R120 3389	

T R A D E I N	MAKE:	TOTAL PRICE:	# 8500 ^{CE}
	MODEL #:	LESS TRADE IN:	
	SERIAL #:	DIFFERENCE:	
	STOCK #:	SALES TAX (8.5)%	\$ 722 ⁵⁰
	TRADE ALLOWANCE:	SHIPPING:	250 ⁰⁰
	FOB:	TOTAL:	\$ 9,272 ⁵⁰

DESCRIPTION OF TRADE: \$ 9,472.50

AS IS - NO WARRANTY

READ: This vehicle and all parts of such vehicle are sold without any implied, or expressed warranties. Sold only "AS IS WHERE IS"
SIG: _____

The purchaser agrees to purchase equipment listed above, for the price and on the terms and conditions provided above, from MERIDIAN EQUIPMENT COMPANY.

RESPECTFULLY SUBMITTED BY: [Signature] ACCEPTED BY BUYER x _____

ACCEPTED BY SELLER: [Signature] TITLE _____

TITLE _____ COMPANY _____

DATE _____

APR 09 2014

AGREEMENT FOR THE DISTRIBUTION OF LICENSED PICTOMETRY ORTHOGRAPHIC IMAGES

7:00 PM COUNCIL CHAMBERS
AGENDA NO. 8b

Skagit County ("COUNTY"), and City of Sedro-Woolley ("AGENCY"), agree that COUNTY under its Geographic Information Services Division shall furnish 2013 (and earlier) Pictometry orthographic aerial photography for the cost of \$400 as pursuant to the following terms and conditions:

PARTNERSHIP APPROVAL: Pictometry International, Corp. ("CONTRACTOR") through contract (C20100543) provided the COUNTY and associate authorized partners with licensed aerial photography. Upon approval from the County and the CONTRACTOR, the COUNTY is authorized to sell the complete set of orthographic images (the "Orthographic Images"). The Orthographic Images shall be provided in either a single MrSid formatted file or a set of JPG files with the associated world file. The AGENCY does not have the rights to redistribute the Orthographic Images to anyone; including contractors working for the AGENCY.

DATA EXCHANGE: In order to provide the Orthographic Images, the COUNTY will arrange to receive a digital portable storage device from the AGENCY. The COUNTY will transfer the Orthographic Images from the County system to the Agency's storage device. If the AGENCY'S storage device is damaged, for any reason, the COUNTY shall not be held responsible for such damage. The COUNTY is providing this service in good faith and the AGENCY agrees not to hold the COUNTY liable for damage to data storage equipment or the data residing on the storage device.

LICENSED PRODUCTS: To use the Orthographic Images the AGENCY agrees that they will NOT distribute the Orthographic Images in their entirety outside of the AGENCY and the employees of the AGENCY. Portions of the Orthographic Images can be freely distributed as a hardcopy or digital image without spatial registration. AGENCY shall ensure the Pictometry logo and date remain visible and unobstructed on all Orthographic Images the AGENCY reproduces or distributes, or, in the alternative, AGENCY shall include adjacent to and in close proximity with each Orthographic Images so reproduced or distributed a photo credit legible to a reasonable user without any technical or other visual aid a photo credit stating the following: Copyright Pictometry International Corp. 2013. All rights reserved. The AGENCY shall not distribute the Orthographic Images directly or indirectly to Google or Google Affiliates. Any organization interested in access to the full Orthographic Images should be directed to the COUNTY in order to create a separate agreement.

TERMS OF USE: The Orthographic Images provided to the AGENCY are provided on an "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS" basis. Neither the CONTRACTOR, COUNTY nor any of its officials and employees makes any warranty of any kind for the Orthographic Images, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of the Orthographic Images constitute any warranty. The CONTRACTOR, COUNTY and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of supplied Orthographic Images nor do they represent that the use of any Orthographic Images will not infringe privately owned rights. The provided Orthographic Images are not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. You should not act (or refrain from acting) based upon provided Orthographic Images without independently verifying the Orthographic Images and, as necessary, obtaining professional advice regarding your particular facts and circumstances. References to any specific commercial product, process, service by trade name, trademark, or manufacturer do not constitute or imply endorsement, recommendation, or favoring by the COUNTY and its officials and employees.

LIABILITY: CONTRACTOR or COUNTY, its elected or appointed officers, employees or agents shall not be liable to AGENCY for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the provision of the Orthographic Images or the use of the Orthographic Images. AGENCY shall have no remedy at law or equity against the CONTRACTOR or COUNTY in case the Orthographic Images provided are inaccurate, incomplete or otherwise defective in any way. AGENCY'S only remedies are those specified in this agreement. The COUNTY is supplying the Orthographic Images in good faith and AGENCY agrees to hold the CONTRACTOR and the COUNTY, its elected or appointed officers, employees or agents harmless for any liability incurred as a result of using the Orthographic Images under this agreement.

INDEMNIFICATION: AGENCY agrees to defend, indemnify and hold CONTRACTOR and COUNTY, its elected or appointed officers, employees or agents from any and all claims, judgments, settlements, attorney's fees or any costs by reason of any and all claims and demands made against CONTRACTOR and/or COUNTY, its elected or appointed officials, or employees, for all damages or loss sustained by any person or persons including third parties, unless such loss or damage is due to the sole gross negligence of CONTRACTOR and/or COUNTY, its elected or appointed officers, employees or agents. It is further provided that no liability shall attach to the CONTRACTOR or County by reason of entering into this agreement, except as expressly provided herein.

TERMINATION OF AGREEMENT: The term of this agreement shall commence on execution and continue for as long as the AGENCY possesses the Orthographic Images. The CONTRACTOR or COUNTY may terminate this agreement by written notice with or without cause. Said termination will be effective at the time stated in the written notice. If this agreement is terminated the AGENCY is responsible for deleting all instances of the Orthographic Images in its possession and on its computer system and shall immediately cease use of the Orthographic Images.

AGENCY: City of Sedro-Woolley


Signature

4-1-14
Date

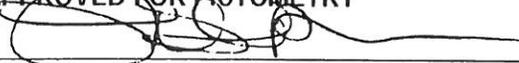
ERON BERO
Print name

City Supervisor
Title

325 netcove st.
Mailing Address

Sedro-Woolley, WA 98284
City, State & Zip (Print)

360 855 1661
Day Phone

~~APPROVED FOR PICTOMETRY~~

Senior Vice President, Finance

3/21/14
Date

DATED this _____ day of _____, 2014.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Sharon D. Dillon, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

