

Next Ord: 1814-15
Next Res: 912-15

VISION STATEMENT

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

MISSION STATEMENT

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

CITY COUNCIL AGENDA

March 25, 2015

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-51

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 #181160 to #181265 plus EFT's in the amount of \$332,129.99 (Void Checks #181166 - #181173)
 - Payroll Checks #58493 to #58505 plus EFT's in the amount of \$188,784.29
- d. Possible Bid Award – Public Works Agreement No. 2015-PW-17 – Miscellaneous On-Call Construction Services
- e. Proposed Interlocal Cooperative Agreement with Skagit County to establish a cost sharing partnership for Pictometry images
- f. 2015 Budget Amendment #1
- g. Possible Contract Award – New Rosenbauer Fire Engine
- h. Resolution 911-15 – Declaring certain property as surplus and authorizing its disposition

- 4. Public Comment.....52

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

- 5. Setting a date for a public meeting to decide whether the City will move forward with a request to annex approximately 225 acres located on the Northern State Hospital Campus.....
(*action requested*).....53-55

- 6. Buildable Lands Analysis Consultant Selection (*late materials*) (*action requested*)

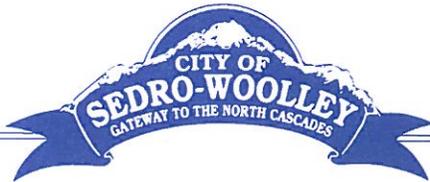
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

MAR 25 2015

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



DATE: March 25, 2015
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the March 25, 2015 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.

MAR 25 2015

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
March 11, 2015 – 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, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #181074 to #181159 in the amount of \$200,925.12
 - Payroll Checks #58474 to #58492 plus EFT's in the amount of \$255,828.82
- First Amendment to Interlocal Agreement for Provision of Community Healthcare Services with Skagit County Public Hospital District No. 1
- Possible Bid Award – Public Works Agreement Nos. 2015-PW-07 through 14 – Miscellaneous On-Call and Preventative Maintenance Services

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

Presentation – Skagit County Coalition Against Trafficking – Gayle Kersten

Gayle Kersten and Marge Thomas from the Skagit County Coalition Against Trafficking presented an eye opening power point presentation on Human Trafficking. The presentation is to focus on the issue and raise awareness. After the presentation Thomas answered questions from the Council.

Public Comment

Corianne Jensen – 739 Sapp Rd., addressed the Council regarding activity at the skate park and the camera monitoring.

City Supervisor/Attorney Berg indicated that there are two video streams. One camera is for public use and is controllable and viewable on the web but is not recorded or monitored. The fixed location cameras are broadcast in the squad room but not always monitored.

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

Possible Approval of Amendment 1 to the Six-Year Transportation Improvement Program (TIP) 2015-2020

Public Works Director Freiburger reviewed information for the 6 year TIP and reviewed changes to the Cascade Trail project with the recommendation to move the project from the south side to the north side. Freiburger noted discussions have been ongoing with City of Burlington, Skagit County Parks and Skagit County Public Works and all support the design change. The project is scheduled to be designed in 2015 with construction in 2016. He also addressed the undersized storm drain in the vicinity of the project.

Council discussion ensued to include deadlines, affected businesses, prior grant funding that was returned, issues with the south side, enhancement to properties, current grant funding and a letter of support from Brian Adams, Skagit County Parks and the City of Burlington for the change.

Councilmember Galbraith moved to approve Amendment 1 to the 2015-2020 Six-Year Transportation Improvement Program. Seconded by Councilmember Kornegay. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Public Works Director Frieberger – announced the Highway 20/Cook Road Extension project has received the distinction of project of the year by the American Public Works Association for projects in the 5 – 25 million category. The award will be presented at the APWA conference in Tacoma on April 22nd. He also announced the receipt of a Bronze Award from the American Civil Engineering organization for the same project.

Parks Update

Parks Works Operations Supervisor Nathan Salseina gave a power point presentation on the Riverfront Park playground improvements. He spoke of having to have certain distances for use zones in order to be considered a certified playground. Salseina stated the playground is getting a lot of use since reopening and the zip line is a hit. He thanked the Council for supporting the project.

Public Works Director Freiburger – update Council on the ball field project noting the preliminary design has been completed. It includes a full size Senior/Babe Ruth field at Janicki fields. He discussed the partnership with Sedro-Woolley School District and Babe Ruth Association and the role each partner has in the project.

Discussion ensued regarding lights, parking, Rotary project on the conversion of the Metcalf Field to Tesarik Field and concerns of fly balls and baseball history in Sedro-Woolley.

Public Works Director Freiburger also reported they had applied for WSDOT certification for Certified Acceptance (CA) and have received official notice of being accepted for a trial project. He noted this would be a cost savings on projects by being able to do them in-house.

Sergeant McIlraith – reported having two recruits that started the academy on Monday. They should graduate in July. The third recruit will be starting the academy on March 30th and should graduate in August. The department is also looking at potential lateral candidates.

Fire Chief Klinger – reported that City of Burlington Fire Department and Fire District 6 have a potential agreement, so our fire department will not have to provide coverage.

Planning Director Coleman – reported the Northern State Development project is moving along. The team is meeting once a week and there are a lot of details to be worked out. He reviewed processes for annexation, public participation, timing and SEPA review.

Public Works Director Freiburger – noted he is actively involved as part of the team and addressed the need for the transportation plan that needs to be updated by mid- 2016. He also reported on the Fruitdale Road failure and the link to the Northern State Development project. The City will jointly apply with the County to classify Fruitdale Road as an arterial street.

City Supervisor/Attorney Berg – reported the Police Department Repeater project is out to bid. He also reported the expected delivery of two new police cars soon, working closely with the 911 center with budget issues, jail medical discussions continue, and Fire Department transport services for the EMS system.

Councilmember Loy – reported on the first meeting to plan for the 3rd Annual Skate Board Challenge.

Councilmember Kornegay – announced the En Vogue Fashion show to benefit the Friendship House and wished a happy birthday to audience member Nancy.

Councilmember Lemley – reported on the upcoming auction to benefit The Landing at the Community Center on Saturday night.

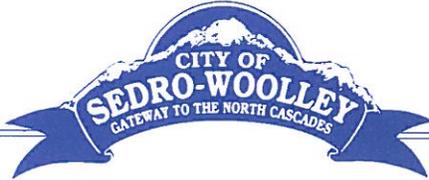
City Supervisor/Attorney Berg – discussed the attendance at the special meeting which had the second largest attendance. He suggested to try a regular Council meeting around the same time slot and see if it would make a difference in community attendance.

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

The meeting adjourned at 8:25 P.M.

MAR 25 2015

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



DATE: March 25, 2015
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending March 25, 2015.

Motion to approve Claim Checks #181160 to #181265 plus EFT's in the amount of \$332,129.99. (Void Checks #181166 - #181173)

Motion to approve Payroll Checks #58493 to #58505 plus EFT's in the amount of \$188,784.29.

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

Time: 09:55:24 Date: 03/20/2015

MCAG #: 0647

03/12/2015 To: 03/25/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1762	03/25/2015	Claims	2	EFT	US Bank -- Purchase Cards	6,279.22	
					001 - 513 10 42 000 - Communication	695.00	
					001 - 514 23 49 010 - Misc-Dues/Subscriptions	50.00	
					001 - 517 90 49 001 - Employee Wellness (educ)	125.00	
					001 - 518 80 31 001 - Repair & Maintenance Sup	114.89	
					001 - 518 80 31 001 - Repair & Maintenance Sup	25.99	
					001 - 521 10 51 040 - Access Fees	10.00	
					001 - 521 20 31 002 - Office/Operating Supplies	255.99	
					001 - 521 40 49 000 - Tuition/Registration	55.00	
					001 - 523 20 31 000 - Office/Operating Supplies	58.78	
					401 - 535 80 31 010 - Operating Supplies	19.99	
					401 - 535 80 31 010 - Operating Supplies	46.99	
					401 - 535 80 41 000 - Professional Services	85.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	135.00	
					103 - 542 30 43 000 - Travel	14.94	
					001 - 558 60 49 030 - Tuition/Registration	730.00	
					105 - 572 20 31 010 - Supplies	112.50	
					105 - 572 20 31 010 - Supplies	97.39	
					105 - 572 20 42 010 - Postage	119.56	
					105 - 572 20 43 000 - Travel	20.00	
					105 - 572 20 49 010 - Tuition/registration	315.00	
					001 - 594 21 64 000 - Machinery & Equipment	899.79	
					001 - 594 21 64 000 - Machinery & Equipment	1,766.00	
					109 - 594 21 64 109 - Equipment	72.13	
					105 - 594 72 64 000 - Books & Materials	35.20	
					105 - 594 72 64 000 - Books & Materials	325.03	
					001 - 595 10 49 000 - Dues/Memberships	94.05	
1763	03/25/2015	Claims	2	EFT	WA State Dept Of Revenue	11,018.81	
					001 - 521 20 31 002 - Office/Operating Supplies	11.85	
					425 - 531 50 31 000 - Operating Supplies	2.12	
					401 - 535 50 48 000 - Maintenance Contracts	97.75	
					401 - 535 80 31 000 - Office Supplies	30.26	
					401 - 535 80 44 010 - Taxes & Assessments	5,117.10	
					102 - 536 20 44 010 - Taxes And Assessments	157.81	
					412 - 537 80 44 001 - Taxes & Assessments	5,462.46	
					103 - 542 64 31 000 - Operating Supplies	72.75	
					105 - 572 20 44 010 - Taxes & Assessments	8.88	
					101 - 576 80 44 010 - Taxes And Assessments	57.83	
1764	03/25/2015	Claims	2	181160	A WorkSAFE Service, Inc.	104.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	52.00	
					401 - 535 80 41 000 - Professional Services	52.00	
1765	03/25/2015	Claims	2	181161	A-1 Mobile Lock & Key	86.26	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	86.26	
1766	03/25/2015	Claims	2	181162	AT & T	131.94	
					001 - 514 23 42 020 - Telephone	13.19	
					001 - 515 30 42 001 - Telephone	5.28	
					001 - 521 20 42 020 - Telephone	51.46	
					001 - 522 20 42 020 - Telephone	10.56	
					001 - 524 20 42 000 - Postage	3.95	
					401 - 535 80 42 020 - Telephone	2.64	
					412 - 537 80 42 020 - Telephone	10.56	
					001 - 558 60 42 020 - Telephone	3.95	
					105 - 572 20 42 020 - Telephone	19.79	
					001 - 595 10 42 020 - Telephone	10.56	
1767	03/25/2015	Claims	2	181163	All-Phase Electric	787.71	
					103 - 542 63 48 000 - Repairs/Maintenance	688.52	
					101 - 576 80 31 012 - Operating Sup - Hammer	99.19	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1768	03/25/2015	Claims	2	181164	Debra Allen	24.95	
					401 - 535 80 43 000 - Meals/Travel	24.95	
1769	03/25/2015	Claims	2	181165	Aramark Uniform Services	24.86	
					401 - 535 80 49 000 - Laundry	7.82	
					401 - 535 80 49 000 - Laundry	7.82	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
1862	03/20/2015	Claims	2	181166	City of Sedro-Woolley		Check printed twice due to printer error
1778	03/25/2015	Claims	2	181174	Brunfil, Craig	122.54	Refund inactive customer credit balance
					001 - 316 49 37 000 - Utility Tax On Solid Waste	26.33	
					412 - 343 73 01 002 - Rolloff Dump Fees	-154.87	
					412 - 343 74 00 000 - Equipment Rental	6.00	
1779	03/25/2015	Claims	2	181175	Capital One Commercial	865.08	
					001 - 514 23 31 000 - Supplies	26.54	
					001 - 517 90 49 003 - Employee Wellness (supplies)	200.46	
					001 - 522 20 31 000 - Operating Supplies	224.04	
					102 - 536 20 31 000 - Office Supplies	3.02	
					412 - 537 80 31 000 - Operating Supplies	63.80	
					412 - 537 80 31 000 - Operating Supplies	347.22	
1780	03/25/2015	Claims	2	181176	Cascade Natural Gas Corp	3,502.47	
					001 - 521 20 47 000 - Public Utilities	52.07	
					001 - 522 50 47 000 - Public Utilities	341.30	
					401 - 535 80 47 000 - Public Utilities	144.06	
					412 - 537 80 47 000 - Public Utilities	244.21	
					103 - 542 63 47 000 - Public Utilities	46.00	
					103 - 542 63 47 000 - Public Utilities	65.07	
					105 - 572 20 47 000 - Public Utilities	146.12	
					101 - 576 80 47 010 - Community Center	100.60	
					101 - 576 80 47 020 - Senior Center	214.88	
					101 - 576 80 47 050 - Hammer Square	63.20	
					101 - 576 80 47 052 - Bingham Caretaker	151.84	
					101 - 576 80 47 052 - Bingham Caretaker	72.29	
					101 - 576 80 47 070 - City Hall	1,860.83	
1781	03/25/2015	Claims	2	181177	Comcast	148.95	
					001 - 518 80 42 021 - Internet Services	148.95	
1782	03/25/2015	Claims	2	181178	Concrete Nor'west Inc	59.73	
					412 - 537 60 47 020 - Recycling - Yard Waste	59.73	
1783	03/25/2015	Claims	2	181179	Crystal Springs	24.26	
					401 - 535 80 31 010 - Operating Supplies	24.26	
1784	03/25/2015	Claims	2	181180	Databar	2,279.69	
					425 - 531 50 42 010 - Postage	91.19	
					401 - 535 80 42 015 - Postage	1,481.80	
					412 - 537 80 42 010 - Postage	706.70	
1785	03/25/2015	Claims	2	181181	Demco Inc	351.02	
					105 - 594 72 64 000 - Books & Materials	351.02	
1786	03/25/2015	Claims	2	181182	Doorman Commercial LLC	193.13	
					001 - 522 50 48 020 - Repair/Maint-Garage	193.13	
1787	03/25/2015	Claims	2	181183	Dwayne Lane's North Cascade Ford	2,596.35	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,009.63	
					001 - 521 20 48 010 - Repair & Maint - Auto	124.22	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 20 48 000		Repairs/Maint-Equip	485.18	
			001 - 522 20 48 000		Repairs/Maint-Equip	315.68	
			001 - 522 20 48 000		Repairs/Maint-Equip	661.64	
1788	03/25/2015	Claims	2	181184	E & E Lumber		1,316.10
			425 - 531 50 31 000		Operating Supplies	168.31	
			412 - 537 50 48 010		Repairs/Maint-Building	11.16	
			412 - 537 50 48 010		Repairs/Maint-Building	8.81	
			412 - 537 50 48 010		Repairs/Maint-Building	125.53	
			412 - 537 50 48 010		Repairs/Maint-Building	332.40	
			412 - 537 50 48 010		Repairs/Maint-Building	137.50	
			412 - 537 80 31 000		Operating Supplies	52.48	
			412 - 537 80 35 000		Small Tools & Minor Equip	-66.28	
			103 - 542 30 31 000		Operating Supplies	50.29	
			103 - 542 30 35 000		Small Tools/Minor Equip	61.98	
			103 - 542 30 35 000		Small Tools/Minor Equip	40.79	
			103 - 542 30 35 000		Small Tools/Minor Equip	52.99	
			103 - 542 30 35 010		Safety Equipment	18.34	
			101 - 576 80 31 001		Operating Sup - Riverfront	11.50	
			101 - 576 80 31 001		Operating Sup - Riverfront	30.55	
			101 - 576 80 31 001		Operating Sup - Riverfront	48.50	
			101 - 576 80 35 000		Small Tools & Minor Equip	113.46	
			101 - 576 80 48 001		Riverfront	24.65	
			101 - 576 80 48 009		Hammer Square	38.09	
			101 - 576 80 48 015		Library	55.05	
1789	03/25/2015	Claims	2	181185	EC Power Systems Of Wash		4,204.38
			001 - 594 21 64 001		SWPD Repeater Tower	4,204.38	
1790	03/25/2015	Claims	2	181186	EDM Publishers		99.00
			001 - 524 20 49 010		Misc-Dues	99.00	
1791	03/25/2015	Claims	2	181187	Edge Analytical Inc		459.00
			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	68.00	
			401 - 535 80 41 000		Professional Services	129.00	
			401 - 535 80 41 000		Professional Services	180.00	
1792	03/25/2015	Claims	2	181188	Emergency Medical Products Inc		413.13
			001 - 522 20 31 000		Operating Supplies	413.13	
1793	03/25/2015	Claims	2	181189	Enterprise Office Systems		183.58
			001 - 511 60 31 000		Supplies	33.84	
			001 - 512 50 31 000		Supplies	82.42	
			001 - 512 50 31 000		Supplies	4.97	
			001 - 595 10 31 000		Supplies	62.35	
1794	03/25/2015	Claims	2	181190	Federal Certified Hearing		40.00
			001 - 521 20 41 001		Professional Services	40.00	
1795	03/25/2015	Claims	2	181191	Frontier		935.89
			001 - 512 50 42 020		Telephone	39.06	
			001 - 513 10 42 020		Telephone	58.59	
			001 - 514 23 42 020		Telephone	58.59	
			001 - 515 30 42 001		Telephone	26.04	
			001 - 518 80 42 020		Telephone	19.53	
			001 - 521 20 42 020		Telephone	195.41	
			001 - 522 20 42 020		Telephone	71.61	
			001 - 522 20 42 020		Telephone	152.15	
			001 - 524 20 42 020		Telephone	19.53	
			401 - 535 80 42 020		Telephone	52.08	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 42 020		- Telephone	26.04	
			103 - 542 30 42 020		- Telephone	6.51	
			001 - 558 60 42 020		- Telephone	19.53	
			105 - 572 20 42 020		- Telephone	32.55	
			101 - 576 80 42 020		- Telephone	13.02	
			101 - 576 80 47 010		- Community Center	100.08	
			001 - 595 10 42 020		- Telephone	45.57	
1796	03/25/2015	Claims	2	181192	Glenn Gardner		70.53
			001 - 521 20 48 010		- Repair & Maint - Auto	70.53	
1797	03/25/2015	Claims	2	181193	Gateway Septic Service LLC		217.00
			101 - 576 80 48 002		- RV Park	217.00	
1798	03/25/2015	Claims	2	181194	Guardian Security		165.00
			101 - 576 80 48 015		- Library	165.00	
1799	03/25/2015	Claims	2	181195	HB Jaeger Co LLC		347.68
			401 - 535 50 48 050		- Maint Of General Equip	192.51	
			401 - 535 50 48 050		- Maint Of General Equip	155.17	
1800	03/25/2015	Claims	2	181196	Patrick Hayden		2,500.00
			001 - 515 30 41 001		- Prosecuting Attorney	2,500.00	
1801	03/25/2015	Claims	2	181197	Honey Bucket		135.00
			101 - 576 80 47 090		- Portable Toilets	135.00	
1802	03/25/2015	Claims	2	181198	Ingram Library Services		661.47
			105 - 594 72 64 000		- Books & Materials	34.47	
			105 - 594 72 64 000		- Books & Materials	17.19	
			105 - 594 72 64 000		- Books & Materials	5.53	
			105 - 594 72 64 000		- Books & Materials	63.78	
			105 - 594 72 64 000		- Books & Materials	540.50	
1803	03/25/2015	Claims	2	181199	KCDA Purchasing Cooperative		210.10
			001 - 524 20 31 000		- Off/Oper Supps & Books	210.10	
1804	03/25/2015	Claims	2	181200	Lochner		18,061.49
			104 - 595 10 63 040		- Eng-SR9 Jameson	18,061.49	
1805	03/25/2015	Claims	2	181201	Loggers And Contractors		538.54
			412 - 537 80 31 000		- Operating Supplies	173.80	
			412 - 537 80 31 000		- Operating Supplies	114.22	
			412 - 537 80 31 000		- Operating Supplies	54.68	
			103 - 542 30 31 000		- Operating Supplies	195.84	
1806	03/25/2015	Claims	2	181202	Lyndale Glass		7,012.36
			101 - 594 76 31 000		- Buildings & Structures	7,012.36	
1807	03/25/2015	Claims	2	181203	MAILFINANCE		800.99
			001 - 514 23 45 000		- Operating Rentals/Leases	133.50	
			001 - 521 20 42 010		- Postage	133.50	
			001 - 522 20 42 010		- Postage	133.50	
			001 - 524 20 42 000		- Postage	133.49	
			001 - 558 60 42 010		- Postage	133.50	
			001 - 595 10 42 000		- Postage	133.50	
1808	03/25/2015	Claims	2	181204	Robert Macready		102.00
			401 - 535 80 49 010		- Misc-Dues/Subscriptions	102.00	
1809	03/25/2015	Claims	2	181205	Martin Marietta Materials		2,188.11
			103 - 542 30 48 000		- Repair/Maint-Streets	474.35	
			103 - 542 30 48 000		- Repair/Maint-Streets	1,713.76	
1810	03/25/2015	Claims	2	181206	William R McCann		3,000.00

CHECK REGISTER

City Of Sedro-Woolley
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03/12/2015 To: 03/25/2015

Time: 09:55:24 Date: 03/20/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 515 93 41 000		- Indigent Defender	3,000.00	
1811	03/25/2015	Claims	2	181207	Mid-American Research Chem	259.18	
			412 - 537 80 31 000		- Operating Supplies	259.18	
1812	03/25/2015	Claims	2	181208	Mount Vernon Towing Inc	135.63	
			001 - 521 20 41 001		- Professional Services	135.63	
1813	03/25/2015	Claims	2	181209	Municipal Emergency Services Inc	773.30	
			001 - 522 20 48 000		- Repairs/Maint-Equip	773.30	
1814	03/25/2015	Claims	2	181210	New Pig Corporation	533.99	
			412 - 537 80 31 000		- Operating Supplies	460.94	
			412 - 537 80 31 000		- Operating Supplies	73.05	
1815	03/25/2015	Claims	2	181211	North Hill Resources Inc	1,840.05	
			412 - 537 60 47 020		- Recycling - Yard Waste	540.00	
			101 - 594 76 61 000		- Riverfront Park	1,300.05	
1816	03/25/2015	Claims	2	181212	Northstar Chemical Inc	1,737.74	
			401 - 535 80 31 020		- Op Supplies-Chemicals	1,737.74	
1817	03/25/2015	Claims	2	181213	Northup Group/dr Bill Ekemo	340.00	
			001 - 521 20 41 001		- Professional Services	340.00	
1818	03/25/2015	Claims	2	181214	Oasys	161.83	
			105 - 572 20 48 020		- Repair/Maintenance-Equip	161.83	
1819	03/25/2015	Claims	2	181215	Office Depot	101.71	
			001 - 524 20 31 000		- Off/Oper Supps & Books	39.49	
			001 - 524 20 31 000		- Off/Oper Supps & Books	10.41	
			001 - 558 60 31 000		- Supplies/Books	15.50	
			001 - 558 60 31 000		- Supplies/Books	10.40	
			001 - 595 10 31 000		- Supplies	15.50	
			001 - 595 10 31 000		- Supplies	10.41	
1820	03/25/2015	Claims	2	181216	Pat Rimmer Tire Ctr Inc	564.79	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	52.08	
			101 - 576 80 48 021		- Equipment	512.71	
1821	03/25/2015	Claims	2	181217	PeaceHealth United General	621.11	
			001 - 523 60 51 000		- Prisoners	206.50	
			001 - 523 60 51 000		- Prisoners	414.61	
1822	03/25/2015	Claims	2	181218	Petty Cash-Debra Peterson	96.65	
			105 - 572 20 31 010		- Supplies	43.41	
			105 - 572 20 42 010		- Postage	0.57	
			105 - 572 20 43 000		- Travel	15.00	
			105 - 572 20 49 010		- Tuition/registration	25.00	
			105 - 594 72 64 000		- Books & Materials	12.67	
1823	03/25/2015	Claims	2	181219	Protech Automotive	2,190.01	
			001 - 518 20 48 000		- Repair & Maintenance	1,360.20	
			401 - 535 50 48 040		- Maintenance Of Vehicles	165.95	
			401 - 535 50 48 050		- Maint Of General Equip	663.86	
1824	03/25/2015	Claims	2	181220	Public Utility Dis No1	1,789.14	
			001 - 521 20 47 000		- Public Utilities	23.35	
			001 - 522 50 47 000		- Public Utilities	217.39	
			401 - 535 80 47 000		- Public Utilities	233.58	
			102 - 536 20 47 000		- Public Utilities	54.02	
			412 - 537 80 47 000		- Public Utilities	49.62	
			103 - 542 63 47 000		- Public Utilities	49.62	
			105 - 572 20 47 000		- Public Utilities	27.19	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 000		Riverfront	180.35	
			101 - 576 80 47 010		Community Center	65.87	
			101 - 576 80 47 020		Senior Center	325.79	
			101 - 576 80 47 040		Train	23.35	
			101 - 576 80 47 050		Hammer Square	95.62	
			101 - 576 80 47 051		Bingham / Memorial	187.63	
			101 - 576 80 47 053		Other Utilities	45.78	
			101 - 576 80 47 070		City Hall	209.98	
1825	03/25/2015	Claims	2	181221	Puget Sound Energy		50,228.90
			425 - 531 50 47 000		Public Utilities	46.73	
			103 - 594 42 64 103		Equipment	50,182.17	
1826	03/25/2015	Claims	2	181222	RLI Insurance Company		80.00
			001 - 515 30 49 000		Dues & Subscriptions	80.00	
1827	03/25/2015	Claims	2	181223	Readers Digest		17.98
			105 - 594 72 64 000		Books & Materials	17.98	
1828	03/25/2015	Claims	2	181224	Eric Reid		283.20
			412 - 386 00 00 412		Dumpster Deposit	-283.20	
1829	03/25/2015	Claims	2	181225	Rene's World		19.53
			001 - 521 20 26 000		Uniforms/Accessories	19.53	
1830	03/25/2015	Claims	2	181226	SK Co Dept Of Emerg Mgmt		9,643.02
			001 - 525 10 51 000		Dept Of Emerg Management	9,643.02	
1831	03/25/2015	Claims	2	181227	SK Co Interlocal Drug		1,000.00
			001 - 521 20 51 010		Skagit Cty Drug Task Force	1,000.00	
1832	03/25/2015	Claims	2	181228	Douglas Salyer		1,258.80
			001 - 521 20 27 000		Retired Medical	1,258.80	
1833	03/25/2015	Claims	2	181229	Sedro-Woolley Auto Parts		780.15
			001 - 521 20 48 010		Repair & Maint - Auto	90.62	
			401 - 535 50 48 040		Maintenance Of Vehicles	164.69	
			401 - 535 50 48 040		Maintenance Of Vehicles	86.87	
			102 - 536 20 31 010		Operating Supplies	14.93	
			412 - 537 50 48 000		Repairs/maint-equip	105.78	
			412 - 537 80 31 000		Operating Supplies	55.73	
			412 - 537 80 31 000		Operating Supplies	79.77	
			412 - 537 80 31 000		Operating Supplies	14.09	
			412 - 537 80 31 000		Operating Supplies	5.43	
			501 - 548 30 31 000		Operating Supplies	22.36	
			101 - 576 80 48 021		Equipment	139.88	
1834	03/25/2015	Claims	2	181230	Sedro-Woolley Chamber Of		2,000.00
			001 - 513 10 42 000		Communication	2,000.00	
1835	03/25/2015	Claims	2	181231	Sirchie Finger Print		200.93
			001 - 594 21 64 000		Machinery & Equipment	95.68	
			001 - 594 21 64 000		Machinery & Equipment	105.25	
1836	03/25/2015	Claims	2	181232	Sjostrom Law Office		10,675.12
			425 - 531 50 31 000		Operating Supplies	427.00	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	6,938.83	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	3,309.29	
1837	03/25/2015	Claims	2	181233	Skagit 911		31,312.98
			001 - 521 20 51 030		911 Contracted Services	24,780.95	
			001 - 522 20 51 000		Central Dispatch	6,532.03	
1838	03/25/2015	Claims	2	181234	Skagit CD		896.79
			425 - 531 50 41 002		Contracted Services	896.79	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1839	03/25/2015	Claims	2	181235	Skagit Co Public Works	39,739.04	
					412 - 537 60 47 000 - Solid Waste Disposal	39,739.04	
1840	03/25/2015	Claims	2	181236	Skagit County Sheriff Office	2,759.25	
					001 - 523 60 51 000 - Prisoners	259.25	
					001 - 523 60 51 001 - Prisoner Medical	2,500.00	
1841	03/25/2015	Claims	2	181237	Skagit Farmers Supply	254.93	
					425 - 531 50 31 000 - Operating Supplies	205.03	
					103 - 542 30 35 000 - Small Tools/Minor Equip	49.90	
1842	03/25/2015	Claims	2	181238	Skagit Law Group, PLLC	8,436.50	
					425 - 531 50 31 000 - Operating Supplies	10.56	
					425 - 531 50 31 000 - Operating Supplies	10.09	
					425 - 531 50 31 000 - Operating Supplies	56.77	
					425 - 531 50 31 000 - Operating Supplies	43.12	
					425 - 531 50 31 000 - Operating Supplies	4.00	
					425 - 531 50 31 000 - Operating Supplies	34.45	
					425 - 531 50 31 000 - Operating Supplies	47.52	
					425 - 531 50 31 000 - Operating Supplies	41.50	
					425 - 531 50 31 000 - Operating Supplies	49.57	
					425 - 531 50 31 000 - Operating Supplies	40.32	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	171.60	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	164.13	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	922.68	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	700.70	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	65.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	559.98	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	772.20	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	666.25	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	805.68	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	655.20	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	81.84	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	78.28	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	440.05	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	334.18	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	31.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	267.07	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	368.28	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	317.75	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	384.25	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	312.48	
1843	03/25/2015	Claims	2	181239	Skagit Publishing	158.25	
					001 - 594 21 64 001 - SWPD Repeater Tower	158.25	
1844	03/25/2015	Claims	2	181240	Skagit Regional Clinics	145.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	145.00	
1845	03/25/2015	Claims	2	181241	Sparkle Shop Laundries	57.49	
					001 - 521 20 26 010 - Uniform Cleaning	25.51	
					001 - 522 20 49 030 - Misc-Laundry	31.98	
1846	03/25/2015	Claims	2	181242	Staples Business Advantage	469.64	
					001 - 521 20 31 002 - Office/Operating Supplies	41.42	
					401 - 535 80 31 000 - Office Supplies	428.22	
1847	03/25/2015	Claims	2	181243	Stiles & Stiles	2,950.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,950.00	
1848	03/25/2015	Claims	2	181244	Strider Const Co Inc	47,110.02	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	39,846.94	
					104 - 595 61 63 050 - Const-SR20/Cook Sidewalks	5,280.10	

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			104 - 595 65 63 000		Const SR20 SKAT Park & RI	1,982.98	
1849	03/25/2015	Claims	2	181245	Swissphone LLC	900.00	
			001 - 522 20 41 000		Professional Services	900.00	
1850	03/25/2015	Claims	2	181246	TKE Corp	1,047.16	
			101 - 576 80 48 016		City Hall	1,047.16	
1851	03/25/2015	Claims	2	181247	Payment Center Thomson Reuters -- West	257.08	
			001 - 515 30 41 002		Westlaw Services	257.08	
1852	03/25/2015	Claims	2	181248	True Value	197.61	
			001 - 521 20 48 000		Repairs & Maintenance	3.57	
			102 - 536 20 31 010		Operating Supplies	8.66	
			102 - 536 20 35 000		Small Tools/Minor Equip	11.92	
			412 - 537 80 31 000		Operating Supplies	60.73	
			101 - 576 80 31 001		Operating Sup - Riverfront	19.52	
			101 - 576 80 31 009		Operating Sup - Bingham Par	14.09	
			101 - 576 80 48 009		Hammer Square	33.60	
			101 - 576 80 48 015		Library	23.84	
			001 - 594 21 64 000		Machinery & Equipment	21.68	
1853	03/25/2015	Claims	2	181249	Util Underground Loc Ctr	112.42	
			401 - 535 80 31 010		Operating Supplies	112.42	
1854	03/25/2015	Claims	2	181250	WA City/county Mgmt Assoc	142.00	
			001 - 514 23 49 010		Misc-Dues/Subscriptions	142.00	
1855	03/25/2015	Claims	2	181251	WA St Assoc Of Municipal Atty's	40.00	
			001 - 515 30 49 000		Dues & Subscriptions	40.00	
1856	03/25/2015	Claims	2	181252	WA St Dept Of Licensing	30.00	
			001 - 515 30 49 000		Dues & Subscriptions	30.00	
1857	03/25/2015	Claims	2	181253	WA St Historical Society	35.00	
			105 - 594 72 64 000		Books & Materials	35.00	
1858	03/25/2015	Claims	2	181254	Washington Federal	2,479.47	
			104 - 595 30 63 080		Const-SR20 Cook Realign TI	2,097.20	
			104 - 595 61 63 050		Const-SR20/Cook Sidewalks	277.90	
			104 - 595 65 63 000		Const SR20 SKAT Park & RI	104.37	
1859	03/25/2015	Claims	2	181255	Washington State Patrol	132.75	
			001 - 521 20 51 000		Intergov Svc-Gun Permits	132.75	
1860	03/25/2015	Claims	2	181256	Waste Management Of Skgt	9,045.70	
			412 - 537 60 47 010		Recycling - Household	9,045.70	
1861	03/25/2015	Claims	2	181257	Wood's Logging Supply Inc	863.00	
			401 - 535 50 48 010		Maintenance Of Lines	48.83	
			102 - 536 20 35 000		Small Tools/Minor Equip	18.30	
			412 - 537 80 31 000		Operating Supplies	40.56	
			103 - 542 30 35 000		Small Tools/Minor Equip	688.26	
			103 - 542 30 35 010		Safety Equipment	54.63	
			101 - 576 80 48 021		Equipment	12.42	
1770	03/25/2015	Claims	2	181258	Assoc Petroleum Products	3,559.12	
			001 - 521 20 32 000		Auto Fuel	805.71	
			001 - 522 20 32 000		Auto Fuel/Diesel	315.96	
			001 - 523 20 32 000		Auto Fuel	27.87	
			401 - 535 80 32 000		Auto Fuel/Diesel	76.79	
			401 - 535 80 32 000		Auto Fuel/Diesel	99.33	
			102 - 536 20 32 000		Auto Fuel/Diesel	186.90	

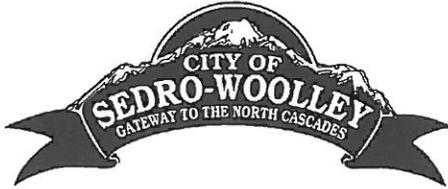
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			412 - 537 80 32 000		- Auto Fuel/Diesel	67.10	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,429.39	
			103 - 542 30 32 000		- Auto Fuel/Diesel	326.21	
			101 - 576 80 32 000		- Auto Fuel/Diesel	223.86	
1771	03/25/2015	Claims	2	181259	Association Of WA Cities	3,091.98	
			001 - 521 20 27 000		- Retired Medical	3,091.98	
1772	03/25/2015	Claims	2	181260	B.A. Van De Grift, Inc.	4,041.63	
			401 - 535 50 48 010		- Maintenance Of Lines	4,041.63	
1773	03/25/2015	Claims	2	181261	Bay City Supply	273.70	
			101 - 576 80 31 004		- Operating Sup - Comm Cente	83.00	
			101 - 576 80 31 009		- Operating Sup - Bingham Par	190.70	
1774	03/25/2015	Claims	2	181262	Bias Software	450.00	
			001 - 514 23 49 030		- Misc-Tuition/Registration	450.00	
1775	03/25/2015	Claims	2	181263	Bioscience Inc	1,150.00	
			401 - 535 50 48 010		- Maintenance Of Lines	1,150.00	
1776	03/25/2015	Claims	2	181264	Blumenthal Uniform & Equip	3,082.71	
			001 - 521 20 26 000		- Uniforms/Accessories	206.14	
			001 - 521 20 26 000		- Uniforms/Accessories	72.64	
			001 - 521 20 26 000		- Uniforms/Accessories	729.24	
			001 - 521 20 26 000		- Uniforms/Accessories	579.62	
			001 - 521 20 26 000		- Uniforms/Accessories	367.02	
			001 - 521 20 26 000		- Uniforms/Accessories	210.92	
			001 - 521 20 26 000		- Uniforms/Accessories	145.88	
			001 - 521 20 26 000		- Uniforms/Accessories	280.79	
			001 - 522 20 26 000		- Uniforms	217.34	
			001 - 522 20 26 000		- Uniforms	134.39	
			001 - 522 20 26 000		- Uniforms	138.73	
1777	03/25/2015	Claims	2	181265	Boulder Park Inc	7,313.69	
			401 - 535 80 35 020		- Solids Handling	7,313.69	
			001 Current Expense Fund			85,704.67	
			101 Parks & Facilities Fund			15,320.12	
			102 Cemetery Fund			455.56	
			103 Street Fund			54,914.22	
			104 Arterial Street Fund			67,650.98	
			105 Library Fund			2,583.16	
			109 Special Investigation Fund			72.13	
			401 Sewer Fund			36,984.05	
			412 Solid Waste Fund			66,247.67	
			425 Stormwater			2,175.07	
			501 Equipment Replacement Fund			22.36	
			* Transaction Has Mixed Revenue And Expense Accounts			332,129.99	Claims: 332,129.99



CITY COUNCIL AGENDA
REGULAR MEETING

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

MAR 25 2015

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 33

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible bid award – Public Works Agreement No. 2015-PW-17
Miscellaneous On-Call Construction Services**
DATE: March 17, 2015 (for Council action March 25, 2015)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2015-PW-17 for 2015 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature?

BACKGROUND/DISCUSSION

The city closed bids on February 19, 2015 under the MRSC Small Works Roster process for the following contract:
• 2015 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature

Bid tabulation is attached.

Prior contracts for the same service were approved by council on March 11, 2015. This back-up contract will provide labor, materials and equipment for miscellaneous on-call type repairs to the city facilities for construction services and on State Highways. The basis for bid comparison was a typical one day service call based on contractor proposed hourly rates. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder. After reviewing the current contractors awarded we believed we needed to expand the expertise to include State Highway experience.

Contract	Contractor	Not-to-Exceed Total
2015-PW-17	Interwest Construction Inc., Burlington, WA	\$35,000

FINANCE

The work will be generally funded as follows:
535.50.48.010.401 WTF Maintenance of Lines - \$75,000

The individual contracts are issued as not to exceed the amounts as shown. Individual Task Orders will be issued for work as needed, and will include negotiated lump sum or not to exceed estimates. Actual amounts will vary depending on repairs needed.

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2015-PW-17 for 2015 On-Call Construction Services as detailed above.



**2015 ON-CALL CONSTRUCTION SERVICES
FINAL - BID COMPARISON**

Bid Date: February 19, 2015, 2:00PM

By: Julie Rosario, PW Assistant

**P & P Excavating LLC
Bellingham, WA**

**Aaction Excavating Inc.
Bow, WA**

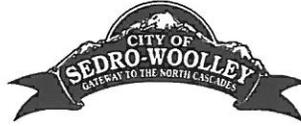
**B.A. Van De Grift Inc.
Mount Vernon, WA**

**Interwest Construction Inc.
Burlington, WA**

**Ram Construction General
Contractors Inc.
Bellingham, WA**

TYPICAL ONE DAY DIG ¹

	QUANT	UNIT	P & P Excavating LLC		Aaction Excavating Inc.		B.A. Van De Grift Inc.		Interwest Construction Inc.		Ram Construction General	
			Bellingham, WA		Bow, WA		Mount Vernon, WA		Burlington, WA		Bellingham, WA	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
Foreman	8.00	Hours	70.00	560.00	70.00	560.00	72.00	576.00	73.00	584.00	81.72	653.76
Operator	8.00	Hours	70.00	560.00	68.00	544.00	70.00	560.00	69.00	552.00	80.00	640.00
Pipe Layer	16.00	Hours	65.00	1,040.00	60.00	960.00	60.00	960.00	59.00	944.00	64.71	1,035.36
Flagger	16.00	Hours	50.00	800.00	45.00	720.00	48.00	768.00	49.00	784.00	54.21	867.36
Pickup with Tools	8.00	Hours	7.50	60.00	7.00	56.00	12.00	96.00	25.00	200.00	25.00	200.00
Service Truck with Tools	8.00	Hours	10.00	80.00	10.00	80.00	25.00	200.00	40.00	320.00	30.00	240.00
Air Compressor with Tools	8.00	Hours	15.00	120.00	50.00	400.00	20.00	160.00	20.00	160.00	10.00	80.00
Dump Truck	8.00	Hours	50.00	400.00	50.00	400.00	60.00	480.00	130.00	1,040.00	115.00	920.00
Excavator, 6-8 Ton (Deere 160LC or equiva	8.00	Hours	50.00	400.00	50.00	400.00	50.00	400.00	110.00	880.00	65.00	520.00
Hoe-Pac Excavator Attachment	8.00	Hours	10.00	80.00	5.00	40.00	5.00	40.00	15.00	120.00	15.00	120.00
Rubber Tire Loader	8.00	Hours	30.00	240.00	25.00	200.00	35.00	280.00	75.00	600.00	53.00	424.00
Jumping Jack Compactor	8.00	Hours	5.00	40.00	5.00	40.00	5.00	40.00	8.00	64.00	5.00	40.00
Trench Box	1.00	Day	75.00	75.00	200.00	200.00	250.00	250.00	50.00	50.00	100.00	100.00
2" Trash Pump w/Hoses	1.00	Day	5.00	5.00	1.00	1.00	40.00	40.00	40.00	40.00	50.00	50.00
Traffic Control Devices	1.00	Day	1.50	1.50	1.00	1.00	25.00	25.00	75.00	75.00	150.00	150.00
Materials (bid allowance)	1,000.00	LS		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00
Markup on Materials at Contractor rate	1,000.00	%	0.15	150.00	0.15	150.00	0.10	100.00	0.12	120.00	0.15	150.00
Mobilization/Demobilization	1.00	LS	200.00	200.00	240.00	240.00	250.00	250.00	1,200.00	1,200.00	2,250.00	2,250.00
Subtotal				5,811.50		5,992.00		6,225.00		8,733.00		9,440.48
WSST at 8.5%				493.98		509.32		529.13		742.31		802.44
TOTAL				6,305.48		6,501.32		6,754.13		9,475.31		10,242.92
Markup Rate for Materials				15%		15%		10%				
POSITION				LOW		1		2		3		4
NOTES												
1. Project assumes a one day repair of a sewer main at 10' depth in a city street with groundwater.												
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per project, unless agreed to otherwise.												
Corrections made to calculations				Yes		No		No		No		No
MRSC				Yes		Yes		Yes		Yes		Yes



PUBLIC WORKS AGREEMENT 2015-PW-17

Project Name: On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **Interwest Construction Inc., 609 N Hill Blvd, Burlington, WA 98233** (hereinafter the “Contractor”) hereby agree as follows:

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

Project description: **On-Call Construction Services Agreement for miscellaneous construction services of an emergent nature.**

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

A. Definitions and Terms:

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

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

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

B. Project Manager: The term “engineer” is understood to be the City’s Project Manager, who is the City’s representative to the Contractor for all purposes under this agreement. The City designates **Debbie Allen, Wastewater Treatment Supervisor** as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

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

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

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

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$35,000.00**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 29, 2016**.

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

C. Scope of project: **Per Task Order as issued by the Public Works Director.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY

City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

EXHIBIT A



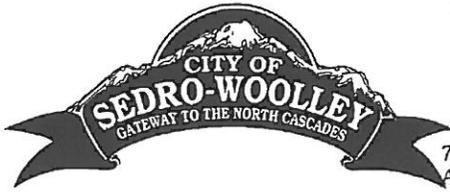
CITY OF SEDRO-WOOLLEY
 2015 ON-CALL CONSTRUCTION SERVICES
LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: Interwest Construction, Inc.

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
Labor Rates (Note 1)		
Superintendent/Supervisor	75.00	
Foreman	73.00	
Operator	69.00	
Pipe Layer	59.00	
Laborer Foreman	59.00	
General Laborer	59.00	
Dumptruck/Lobed Driver	65.00	
Flagger/TCS	54.00	
Flagger	49.00	
Material Markup Rate, % (Note 2)	12%	
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)	1,200.00	
Equipment Rates (Note 4)		
	Unit Cost	Unit
3/4 Ton Pickup with tools	25.00	Per Hour
1 Ton Service Truck with tools	40.00	Per Hour
Air Compressor with tools	20.00	Per Hour
Rubber Tire Backhoe, 80-99 HP (Deere 310SE or equivalent)	45.00	Per Hour
Mini Excavator	48.00	Per Hour
Excavator, 6-8 Ton (Deere 160LC or equivalent)	110.00	Per Hour
Excavator, 6-8 Ton (Deere 190E or equivalent)	130.00	Per Hour
Excavator, 8, 1-12 Ton (Deere 290D or equivalent)	145.00	Per Hour
Cat 936-950 Rubber Tire Wheel Loader (or equivalent)	75.00	Per Hour
Cat D4 Dozer (or equivalent)	78.00	Per Hour
Double Drum Vibratory Roller Compactor	30.00	Per Hour
Jumping Jack Compactor	8.00	Per Hour
Plate Compactor	8.00	Per Hour
Hoe-Pac Backhoe or excavator attachment	15.00	Per Hour
2" Trash Pump w/ suction & discharge hose	5.00	Per Hour
Equipment Truck/Lowboy Trailer	110.00	Per Hour
7 CY Dump Truck 2 Axle Solo	58.00	Per Hour
10 CY Dump Truck 3 Axle w/Trailer	130.00	Per Hour
Hydraulic Boom Truck	130.00	Per Hour
Sweeper	35.00	Per Hour
Trench Shoring Box	50.00	Per Day
Manhole Shoring Box	50.00	Per Day
Speed Shores	50.00	Per Day
Steel Crossing Plate	50.00	Per Day
Traffic Control Equipment (Work Ahead, Detour, etc)	75.00	Per Day
Asphalt Saw, walk behind	300.00	Per Day

NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization Cost (Round Trip) - One mobilization/demobilization will be paid per project, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 25 2015

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: **Proposed Interlocal Cooperative Agreement between the City of Sedro-Woolley and Skagit County To Establish a Cost Sharing Partnership for Pictometry Imagery and Software**

DATE: March 18, 2015 (for Council review March 25, 2015)

ISSUE

Should the city council authorize Mayor Anderson to execute the attached Interlocal Cooperative Agreement between the City of Sedro-Woolley and Skagit County to establish a cost sharing partnership for Pictometry imagery and software in the amount of \$4,300 per year for two years, total \$8,600, plus \$32.50 per each workstation license?

BACKGROUND/DISCUSSION

The city has participated in the Skagit County GIS program at the Tier 3 level for a number of years in order to obtain aerial photography base data for our own GIS system. This data is vital to our GIS and design program. Under the Tier 3 level participation agreement, the city paid \$300.00 to obtain two year old data (not the latest data available). The county no longer offers the Tier 3 level due to restrictions placed on the data by the consultant providing the mapping (Pictometry). The county was not notified of the new conditions from Pictometry until early 2015. The county offers Tier 2 participation at a higher cost to cities that are covered by the mapping. Tier 2 participants pay into the program at \$4,300/year, for a total of \$8,600 for the two year mapping cycle, which is the share of the cost for the aerial photography and digitization to produce the maps on a biennial basis. Tier 1 participants (Skagit County, PUD No. 1, Skagit River System Cooperative, Seattle City Light) pay in at \$6,500/year. There are seven Tier 2 participants at this point. In addition to the cost of the data, licenses for workstations will add \$32.50 per workstation, for an estimated 10 workstations, or \$325.00. Pictometry is flying the area in March and April of this year, and new mapping will be available later this year.

Staff has met with the county to review the change in the program and is satisfied that the cost sharing arrangement is fair. Pictometry secures the urban areas at a much higher resolution that is required for the base map purposes needed for the county assessor.

The current data set that the city uses is now four years old, and does not reflect the revisions since 2011. Staff considers this data essential to our operations, including GIS, Wastewater, Stormwater, Engineering, Building & Planning and Police. The various departments have agreed to participate in the cost. Unfortunately the city was not notified of the change at the county level until after the 2015 budget was adopted. The various departments, in sharing the cost, should be able to adjust existing budgets to cover the cost.

MOTION

Authorize Mayor Anderson to execute the attached Interlocal Cooperative Agreement between the City of Sedro-Woolley and Skagit County to establish a cost sharing partnership for Pictometry imagery and software in the amount of \$4,300 per year for two years totaling \$8,600, plus workstation licenses at \$32.50 per each?

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

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND THE CITY OF
SEDRO-WOOLLEY TO ESTABLISH A COST SHARING PARTNERSHIP FOR PICTOMETRY
IMAGERY AND SOFTWARE**

GRANTOR: Skagit County

GRANTEE: City of Sedro-Woolley

COUNTY CONTRACT NO.: _____

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND THE CITY OF
SEDRO-WOOLLEY TO ESTABLISH A COST SHARING PARTNERSHIP FOR PICTOMETRY
IMAGERY AND SOFTWARE**

WHEREAS, Skagit County and The City of Sedro-Woolley are authorized to provide cooperative information services under the Interlocal Cooperative Act RCW 39.34; and

WHEREAS, Skagit County has entered into an agreement with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County and all or portions of selected adjacent jurisdictions; and

WHEREAS, Section 3.3 of the contract between Skagit County and Pictometry has a provision to allow specified subdivisions to use certain licensed Pictometry products provided that the subdivision sign a License Agreement with Pictometry and an Agreement with Skagit County; and

WHEREAS, The City of Sedro-Woolley is listed as a subdivision and has evaluated the Pictometry products and determined that those products would be beneficial to their operations; and

WHEREAS, Skagit County and The City of Sedro-Woolley are interested in developing partnerships and working cooperatively with each other in order to reduce project costs and eliminate duplication of services; and

WHEREAS, the public will benefit from both the products received and the cost savings of such partnerships.

NOW, THEREFORE, Skagit County hereinafter "Provider" and The City of Sedro-Woolley, hereinafter "Customer" agrees as follows:

1.0 RESPONSIBILITIES:

1.1. Provider Responsibilities: Upon completion of the image acquisition, signed Interlocal Agreement with the Provider, and signed License Agreement with Pictometry, the Provider agrees to furnish the Customer the following products and services:

- 1.1.1. Delivery of a portable disk drive containing all the licensed Pictometry products which shall include the image library. The Customer shall provide the portable disk drive.
- 1.1.2. Provide one hour of telephone technical support (by Provider) to help resolve issues and problems in the installation, maintenance, and use of licensed products provided herewith.
- 1.1.3. Shall organize two end user orientation training sessions which will be taught by Pictometry. The Customer may designate two authorized representatives to attend each training session. In addition, the Provider may organize one advanced user technical training session. The Customer may designate one authorized representative to attend this session and there may be a fee to pay for a training facility if it is required.
- 1.1.4. Annual billing for the use of licensed Pictometry products. This also includes oversight of the financial accounting between the Provider and the Customer(s).

- 1.1.5. May provide extended support services beyond the aforementioned requirements for training, technical support, product development, providing historic (2007, 2009, 2011 and 2013) Pictometry imagery, or other service that is related to the support of Pictometry products. These extended services shall require a Work Order and financial compensation as specified in Section 5.5, Extended Service Rates and Section 5.5.1 Work Orders of this contract.
- 1.1.6. May provide cost sharing of licenses for the Pictometry Connect online service as an annual fee. License packages are provided by Pictometry in 50 and 100 license packs and Skagit County will divide the licenses between Tier 1 and Tier 2 partners at a per license price.
- 1.2 **Customer Responsibilities:** Upon execution of the signed Interlocal Agreement with the Provider, and signed License Agreement with Pictometry, the Customer agrees to the following:
 - 1.2.1. To comply with this Interlocal Agreement and License Agreement(s) with Pictometry (see Exhibit B, Sample Authorized Subdivision User Agreement. This also applies to Pictometry Connect licensing).
 - 1.2.2. Designate one employee as a liaison between the Provider and the Customer as a single point of contact for technical support, training, work requests, and disseminating information to the Customer's end users. The designated Liaison and their contact information shall be reported to the Provider.
 - 1.2.3. Authorized users of the Customer shall direct all questions, requests, and other technical matters to the Customers Liaison.
 - 1.2.4. Shall provide a portable disk drive to the Provider so that Pictometry products can be loaded and delivered to the Customer.
 - 1.2.5. The Liaison or their designee shall distribute the Pictometry products to the Customers authorized users in accordance with both this Agreement and the Pictometry License Agreement.
 - 1.2.6. The Customer is responsible to provide Pictometry training and technical support to their Authorized Users (as defined in the Pictometry License Agreement).
 - 1.2.7. The Customer shall notify the Provider within ten business days after the Customer receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the Customers rights under this agreement.

2.0 SERVICE CONDITIONS AND DATA LIMITATIONS

- 2.1 **Acceptance of Completed Work:** The Providers contract with Pictometry is currently scheduled for image acquisition between March and April (leaf-off tree condition to insure more visibility) of 2015. However, this is contingent upon weather conditions. There is a possibility that the image acquisition may occur at a later date. Once the image acquisition is complete and the Provider has received and approved the Pictometry products, a copy of the Pictometry products shall be created on a portable disk drive, provided by the Customer, and delivered to

Customer for final inspection. The Customer has ten calendar days to inspect the product and notify, in writing, the Provider of any product errors, omissions, flaws, or incomplete work. If no errors are brought to the attention of the Provider within ten calendar days, the product acceptance and delivery shall be considered complete. Delivery of the aforementioned product is contingent upon the Customer obtaining a License Agreement with Pictometry. A copy of the signed License Agreement shall be made available to the Provider prior to receiving the Pictometry products (see Exhibit B, Sample Authorized Subdivision User Agreement).

2.2 Hours of Support: The Provider will give support from the Hours of 8:00 AM to 4:00PM Monday through Friday, excluding scheduled County holidays or closure days. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the Provider.

2.3 Product Archival and Retention: Provider is not responsible for the backup, retention, or archive of products provided to Customer. It is Customers responsibility to maintain hard copy and digital records in accordance with Public Records Laws (RCW, 40.14 and WAC, Section 434). In the event that the Customer requests from the Provider another copy of the Pictometry products, the Provider shall be financially compensated for their actual costs to create and deliver an additional copy of the Pictometry products.

2.4 Confidential and Proprietary Information: The Customer acknowledges that they are a public agency and as such are required to allow members of the public access to certain materials within the Customer's control or possession. In the event the Customer receives a public records request for information or intellectual property belonging to Pictometry, within five days of receiving such request and prior to providing any materials to the Requestor, the Customer will notify both the Provider and Pictometry of such request for information and will make attempts to provide Pictometry with adequate time to seek a protective order under applicable law. Customer shall clearly mark all confidential or proprietary documents.

2.5 Data Limitations: The Provider makes no warranty, expressed or implied, concerning products provided by Skagit County or Pictometry including the content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. All products are expressly provided as is and with all faults. The Provider makes no warranty of fitness for a particular purpose, and no representation as to the quality of any products supplied to the Customer. No employee or agent of the Provider or the Customer is authorized nor may waive or modify this paragraph.

2.6 Spatial Accuracy: Electronic spatial data can be printed or represented at various scales other than the original source of the data. Customer is responsible for adhering to industry standard mapping practices, which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example, the Skagit County tax parcel data has an accuracy level of +- 300 feet; whereas Pictometry imagery may have an accuracy of 15 feet. Overlaying these two datasets will potentially show significant shift in the data providing a false geographic representation.

3.0 DATA LIABILITY AND INDEMINFICATION

3.1 Liability: Provider, its elected or appointed officers, employees or agents shall not be liable to Customer (or transferees or vendees of Customer) for damages of any kind, including lost

profits, lost savings or any other incidental or consequential damages relating to the provision of the data or the use of it. Customer shall have no remedy at law or equity against the Provider in case the data provided is inaccurate, incomplete or otherwise defective in any way. Customers only remedies are those specified in this agreement. Provider is supplying this information in good faith and Customer agrees hold Provider, its elected or appointed officers, employees or agents harmless for any liability incurred as a result of using Pictometry products under this agreement.

3.2 Indemnification: Customer agrees to defend, indemnify and hold Provider, 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 Provider, 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 Provider, its elected or appointed officers, employees or agents. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

3.3 No Joint Venture or Partnership: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

3.4. Non-Conforming Service Remedy: For any services which fail to conform to the specification of this Agreement and/or any Work Order pursuant to this Agreement, and such failure is caused solely by the negligence of Provider, no charge will be invoiced. If both parties are negligent, they agree to apportion cost between them to the damage attributable to the actions of each.

3.5. Equipment Damage: For any equipment damaged as the result of negligence by either party, that party will be obligated to pay for repair or replacement of that equipment. If both parties are negligent, the parties agree to apportion between them the damage attributable to the actions of each.

4.0 TREATMENT OF ASSETS

4.1 Property Title: The Pictometry products are licensed through Pictometry International and are subject to the provisions of the License Agreement between Pictometry and the Customer.

4.2 Use of Property: Any property furnished by Provider to Customer shall, unless otherwise provided in this Agreement, or approved by the owner, be used for the performance of this contract.

4.3 Notification: If any Provider property is lost or stolen the Customer shall immediately notify both Pictometry and the Provider and shall take all reasonable steps to protect the property.

5.0 SERVICE CHARGES AND PAYMENT PROVISIONS

5.1 Pictometry Fees: With Pictometry' s approval, the Provider is making Pictometry products available to Authorized Users as defined in the contract (C20100543) between Skagit County

and Pictometry. The Customer is listed as an Authorized User and therefore is eligible to purchase Pictometry products from the Provider (subject to the requirements outlined in Section 2.1, Acceptance of Completed Work, of this agreement). There are three areas of potential cost within this contract. They include:

- **Flight Fees (Required):** The flight fees cover the cost of the aerial image acquisition. These are mandatory fees that must be paid by the Customer. A two tier fee structure has been established to provide a simple and equitable cost plan (see Section 5.2, Pictometry Product Flight Fees).
- **Extended Services Fees (Optional):** Although rare, the Customer may require extended support services which are services in addition to the “Providers Responsibilities” as stated in Section 1.1. These extended services may include: additional training, technical support or other service that is related to the support of Pictometry products. This is an optional fee (see Sections 5.5 through 5.54).
- **Pictometry Connect Licenses Fees (Optional):** Pictometry provides several ways to access the aerial image library. These include Electronic Field Study (EFS) software, ArcGIS Pictometry Plugin, and Pictometry Connect web access.

EFS and the ArcGIS Plugin are available at no cost to the Customer. EFS software is a stand-alone application that provides tools to view the image library and measure features on images. The ArcGIS Plugin provides partners who have ArcGIS software the ability to view the image library within ArcGIS.

Pictometry Connect provides most of the same functionality as EFS; however, it's accessed through a web browser. This gives the user the ability to access the image library anywhere they have an internet connection. Since this software is hosted by Pictometry, there is no need to install any software. This is the most flexible option provided by Pictometry to access the aerial imagery. However, there is an additional cost for this service. For more information see Section 5.6, Connect Online License Sharing.

5.2 Pictometry Product Flight Fees: A two tier fee structure has been established to provide a simple and equitable cost plan for the purchase of Pictometry products for all Authorized Users. Tier one agencies are those agencies that have county-wide responsibilities. The costs for tier one agencies are \$6,500 per year for a total of \$13,000 over the term of this agreement (2 year term). The tier two agencies are those agencies that have city-wide responsibilities. The costs for tier two agencies are \$4,300 per year for a total of \$8,600 over the term of this agreement (2 year term). The Customer is considered a tier two agency and therefore shall pay a total of \$8,600 for a two year license of Pictometry products plus applicable taxes (See section 7.1, Payment of Taxes).

5.3 Pictometry Product Flight Credits: The primary intention of this Interlocal Agreement is to develop partnerships and work cooperatively with other agencies in order to reduce project costs and eliminate duplication of services. In the event that the project costs are lower than expected, an equitable proportioned credit will be applied to the following year's project expenditure.

5.4 Pictometry Product Payment Dates: The first payment of \$4,300, plus taxes, is due one month after the Customer has received the Pictometry products. The second payment of \$4,300, plus taxes, is due no later than one year after the first payment due date.

5.5 Extended Service Rates (Optional): As specified in Section 1.1.5 of this agreement, the Customer may require extended support services which are services in addition to the “Providers Responsibilities” as stated in Section 1.1. These extended services may include: additional training, technical support, product development, providing historic (2007, 2009, 2011 and 2013) Pictometry imagery, or other service that is related to the support of Pictometry products.

Rates are based on actual costs for services not fixed rates. Actual costs include overtime salary, benefits, and material costs. Overtime salary is used instead of straight time salary since all extended service work will be completed outside of the 40 hour work week.

Employees are paid at different rates depending on their job classification and seniority. The Provider shall assign personnel to the project based on the complexity of the task and resource availability. All efforts shall be made by the Provider to minimize costs to the Customer where possible. Labor rates may also change due to natural step increases or unexpected changes outside the budget process, such as, union negotiations, change in personnel, change in Provider employee’s salary and benefits, or other unexpected costs. If requested, the Provide will make available to the Customer a copy of the detailed expense report generated from the Providers financial system.

All extended services shall require a signed Work Order as described in Section 5.5.1 of this contract.

5.5.1 Work Orders: If the Customer needs additional Pictometry support and the Provider has the technical expertise and available resources, the Customer may submit a Work Order which shall fully specify the services and deliverables to be provided (see sample Skagit County GIS Work Order Form, attached to this agreement as Exhibit A). The Work Order Form shall also indicate the estimated cost and any other additional terms and conditions applicable to the service. The work estimates are only estimates and may not reflect the actual cost to complete the Work Order. The Provider will promptly inform Customer if actual costs will exceed the Work Order estimate by more than 10%. Work will commence only after both the service specification and the cost estimate, as described on the Skagit County GIS Work Order Form have been agreed to and approved by Customer. Costs resulting from changes (Change Orders) to the service specification contained on a Work Order requested by Customer that exceed the original cost estimate will be amended on the Work Order Form and initialed and dated by both parties. All work orders are to be governed by the terms of this Agreement unless otherwise specified in the Work Order.

5.5.2 Delegation of Work Order Assignments: Provider shall have the sole discretion to assign projects to the appropriate personnel considering personnel strengths, experience, work schedule and work load. The Provider also has the option to reject extended service requests.

5.5.3 Time Tracking and Reporting: Provider will track employee, time, and cost for each unique issue or work request. Each time the Customer communicates with the Provider to identify an issue or task that needs to be performed, a Work Order is created by the Provider. The

Customer may inquire as to the status of any outstanding requests. The Customer acknowledges that the Provider may give priority to completing its tasks and work assignments as a Skagit County department and the Customer understands that its Work Order may be interrupted and delayed due to other Skagit County Business. It shall be Providers responsibility to track and document each task so that the Customer has a clear understanding of the status of each request or task.

5.5.4 Overhead Costs: Skagit County has an objective to ensure all costs of services provided to partner agencies are billed in full, including an indirect cost rate to cover overhead. The rate for the provided services is set at 15.6% for 2015. Invoices sent to the Customer shall include the salary and benefits, materials, and a 15.6% overhead cost. The overhead percentage shall be applied to the salary and benefits portion of the invoice. The rate may change periodically as new adjustments are applied and this contract shall use whatever is most current at the time of invoicing.

5.6 Connect Online License Sharing: As specified in section 1.1.6, the Provider and the Customer(s) have the ability to share a Pictometry Connect license package for access to the Pictometry Connect online service. Licenses are concurrent and organizations can have up to 5 times as many accounts set up as concurrent licenses. The Customer will annually notify the Provider how many licenses they desire and the Provider will divide up license packs and calculate the cost per license. Fees may change periodically due to changes Pictometry makes to the license pack costs. For 2014, the license pack of 50 licenses costs \$1500 + \$127.50 (tax) so each individual license costs \$32.50. The Provider will send out invoices for the agreed upon number of licenses and provide the Customer with an Administration license account for their sub-organization. Each Customer organization will have to agree to the online terms and conditions for using Pictometry Connect when they first begin using the service. In addition, each Customer organization will be solely responsible to maintain the user license accounts for their individual organization. This is an optional cost to the Customer. If the Customer chooses not to purchase Pictometry Connect licenses, they can still access the aerial image library using Electronic Field Study software which is included in the Flight Fees.

6.0 AGREEMENT TERM AND TERMINATION

6.1 Agreement Term: This Agreement commences upon execution by signature of both parties and shall terminate 2 years after the execution date.

6.2 Termination for Public Convenience: Either party may terminate this Agreement in whole or in part upon 30 days written notice to the other terminate whenever Provider or Customer determines, in its sole discretion that such termination is in their best interests. In the event this Agreement is terminated in accordance with this paragraph, the Provider shall be entitled to full payment for both years of the Pictometry Products.

6.3 Termination for Cause Right to Cure and Payment: If Provider or Customer does not fulfill in a timely and proper manner their performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 30 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Agreement for cause, Customer will pay for services rendered prior to the

effective date of the termination. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

7.0 **MISCELLANEOUS AGREEMENT PROVISIONS**

- 7.1 **Payment of Taxes:** If Provider is required to pay sales or use tax in order to provide service under this Agreement, such taxes will be billed to Customer.
- 7.2 **Invoices and Late Payment:** Provider will invoice Customer when products are delivered and accepted. Payment is due upon receipt of invoice by Customer and becomes delinquent 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued. Amounts disputed by Customer are not subject to late payment charges.
- 7.3 **Disputes:** Customer will promptly notify Provider of disputes regarding invoices, or of services which Customer believes do not conform to the agreed upon terms of this Agreement or Work Order.
- 7.4 **Venue and Choice of Law:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in the courts of competent jurisdiction in Skagit County, Mount Vernon, Washington.
- 7.5 **Assignment:** This Agreement may not be assigned by either party to a third party without the prior written consent of both Provider and Customer.
- 7.6 **Waiver:** If a breach of a provision of this Agreement is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.
- 7.7 **Severability:** If any term or condition of this Agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

7.8 **Party Representatives:** Listed below are the parties' representatives for purposes of carrying out this Agreement. All notices and communications which may be required by this Agreement shall be in writing and may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

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

Contact: Mark Freiburger, Public Works Director
E-mail: mfreiburger@ci.sedro-woolley.wa.us

Provider: Skagit County, GIS Department
1800 Continental Place
Mount Vernon, WA 98273

Contact: Geoffrey Almvig, GISP, GIS Manager
Telephone Number: 360-416-1131
E-mail: geoffa@co.skagit.wa.us

Customer hereby acknowledges and accepts the terms and conditions of this Agreement. DATED this _____ day of _____, 2015.

CITY OF SEDRO-WOOLLEY

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

Mike Anderson, Mayor

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

For Contracts under \$5000
Authorization per Resolution R20030146

Clerk, Board of County Commissioners

County Administrator

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Budget & Finance Director

Exhibit A

The following is a Skagit County GIS Work Order Form sample as specified in the Section 5.5.1 (Work Order) of the Agreement:

Skagit County GIS Work Order

REQUESTED BY:		WORK APPROVAL SIGNATURE: X
		W.O. NUMBER: GIS-MMDDYYYY-001

W.O. DATE	REQUESTED BY	WORK BY	INVOICE # FOR BILL	TERMS
				Net 30

PRODUCT	DESCRIPTION	APPROX. HOURS / QNTY	RATE	AMOUNT
Note: This information serves as a cost estimate only and not an invoice or bid. The costs are based on a cost allocation and time and materials and may vary from the initial estimate by 10%. We will contact you if these costs appear to be greater than 10%.		Subtotal		
		Sales Tax		N/A
		Shipping & Handling		
		Other		
		TOTAL COST ESTIMATE		\$0

COMMENTS: <u>Cost Estimate Only</u>	
Authorized by:	Date:

Exhibit B

**PICTOMETRY INTERNATIONAL CORPORATION
(Sample) Authorized Subdivision
User Agreement**

The installation and use of this software is governed by a License Agreement between Pictometry and _____ ("Licensee"). To use this Software and the Pictometry Image Library you agree that you are an Authorized Licensee Subdivision and that you understand and will abide by the terms of the License Agreement.

"Authorized Users" shall mean such persons in the employ of Licensee, or in the employ of an Authorized Subdivision, as may be designated in writing by the Licensee from time to time to use and execute the Licensed Software on the designated computers. Licensee has agreed: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products, (b) that it will not allow access to any of the Licensed Software or any Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement. You agree that you are an Authorized User.

Further you agree that you will use the Software and Pictometry Image Library in the conduct of the operations of the Licensee and/or of the Authorized Subdivisions and to use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.

I Agree:

Effective Date: _____

AUTHORIZED SUBDIVISION NAME: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Memorandum

MAR 25 2015

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

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 3/19/2015

Re: 2015 Budget Amendment #1

Issue: Should the Council adopt the attached ordinance which amends the 2015 budget?

Background information: The majority of the proposed changes to the 2015 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>(Adjust beginning cash; Building Official, Court Clerk and OWP Supervisor salaries & related taxes; AFSCME staff wages & insurance per negotiated contract; Northern State development; and reduce transfer from Police SEPA mitigation Fund)</i>		
308.80.01.001 001 Beginning Cash	165,509	
397.00.00.310 001 Police SEPA transfer (Tower)	-6,753	
512.50.11.000 001 Salaries – Court		6,300
512.50.22.001 001 Payroll Taxes		1,200
512.50.25.001 001 Medical/Dental/Vision		4,950
514.23.11.000 001 Salaries – Finance		200
514.23.25.001 001 Medical/Dental/Vision		-200
523.20.11.000 001 Salaries – City Work Program		-11,000
523.20.22.001 001 Payroll Taxes		-2,665
523.20.25.001 001 Medical/Dental/Vision		-6,300
558.60.11.000 001 Salaries – Planning		100
558.60.25.001 001 Medical/Dental/Vision		-60
595.10.11.000 001 Salaries – Engineering		140
558.60.25.001 001 Medical/Dental/Vision		-140
524.20.11.000 001 Salaries - Building		6,100
524.20.22.001 001 Payroll Taxes		1,110
524.20.25.001 001 Medical/Dental/Vision		-60
524.20.41.000 001 Professional Services		-7,150
558.70.41.010 001 Professional Services (development)		50,000
508.80.00.001 001 Ending Cash		116,231

	<u>Revenue</u>	<u>Expenditures</u>
<u>Parks Fund</u>		
<i>(AFSCME staff wages & coinsurance per contract)</i>		
576.80.11.000 101 Salaries		560
576.80.25.001 101 Medical/Dental/Vision		-560
<u>Cemetery Fund</u>		
<i>(AFSCME staff wages & coinsurance per contract)</i>		
536.20.11.000 102 Salaries		400
536.20.25.001 102 Medical/Dental/Vision		-400
<u>Street Fund</u>		
<i>(AFSCME staff wages & coinsurance per contract)</i>		
308.80.00.103 103 Beginning Cash	32	
542.30.11.000 103 Salaries		1,000
542.30.25.001 103 Medical/Dental/Vision		-1,000
508.80.00.103 103 Ending Cash		32
<u>Drug Fund</u>		
<i>(Adjust beginning cash and property settlement)</i>		
308.80.00.109 109 Beginning Cash	-11,815	
369.40.00.109 109 Judgements & Settlements	15,000	
508.80.00.109 109 Ending Cash		3,185
<u>Police Mitigation Fund</u>		
<i>(Adjust beginning cash, additional permit revenue, reduce transfer)</i>		
308.10.00.310 310 Beginning Cash	-11,603	
345.86.00.000 310 SEPA Mitigation fees	3,850	
597.00.03.310 310 Transfer to General Fund (Tower)		-6,753
508.10.00.310 310 Ending Cash		-1,000
<u>Solid Waste Fund</u>		
<i>(AFSCME staff wages & coinsurance per contract)</i>		
537.80.11.000 412 Salaries		1,500
537.80.25.001 412 Medical/Dental/Vision		-1,350
537.80.28.000 412 Employee Wellness		-150
<u>Stormwater Fund</u>		
<i>(AFSCME staff wages & coinsurance per contract)</i>		
531.50.11.000 425 Salaries		800
531.50.25.001 425 Medical/Dental/Vision		-340
531.50.48.000 425 Repairs & Maintenance		-460

ERR/Fleet Fund

(AFSCME staff wages & coinsurance per contract)

548.30.11.000	501 Salaries	675
548.30.25.001	501 Medical/Dental/Vision	-400
548.30.31.000	501 Operating Supplies	-275
594.21.64.501	501 Equip & Vehicles – Fire	220,000
508.80.00.501	501 Ending Cash	-220,000

Recommendation: Approve Ordinance # _____-15 an Ordinance amending Ordinance No. 1807-14 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2015.”

CITY OF SEDRO-WOOLLEY
 JANUARY 1, 2015
 BUDGET AMENDMENT #1

Account	Fund	Name	Revenue	Expenditures
308.80.00.104	104	Beginning Cash	-92,622	
508.80.00.104	104	Ending Cash		-92,622
308.80.00.106	106	Beginning Cash	145	
508.80.00.106	106	Ending Cash		145
308.80.00.108	108	Beginning Cash	4,926	
508.80.00.108	108	Ending Cash		4,926
308.80.00.112	112	Beginning Cash	13,216	
508.80.00.112	112	Ending Cash		13,216
308.80.00.113	113	Beginning Cash	-640	
508.80.00.113	113	Ending Cash		-640
308.80.00.205	205	Beginning Cash	-415	
508.80.00.205	205	Ending Cash		-415
308.80.00.230	230	Beginning Cash	5,919	
508.80.00.230	230	Ending Cash		5,919
308.10.01.302	302	Beginning Cash	78,688	
508.10.00.302	302	Ending Cash		78,688
308.10.00.303	303	Beginning Cash	-54,794	
508.10.00.303	303	Ending Cash		-54,794
308.10.00.311	311	Beginning Cash	76	
508.10.00.311	311	Ending Cash		76
308.10.00.312	312	Beginning Cash	847	
508.10.00.312	312	Ending Cash		847
308.10.00.402	402	Beginning Cash	152,938	
508.10.00.402	402	Ending Cash		152,938
308.80.00.407	407	Beginning Cash	2,655	
508.80.00.407	407	Ending Cash		2,655
308.10.00.410	410	Beginning Cash	44,577	
508.10.00.410	410	Ending Cash		44,577
308.10.00.413	413	Beginning Cash	28,847	
508.10.00.413	413	Ending Cash		28,847
308.10.00.000	426	Beginning Cash	2,211	
508.10.00.426	426	Ending Cash		2,211
308.80.00.501	501	Beginning Cash	-55,144	
508.80.00.501	501	Ending Cash		-55,144
308.80.00.621	621	Beginning Cash	4,129	
508.80.00.621	621	Ending Cash		4,129
Total estimated to actual			135,559	135,559
aje per memo			154,220	
Total per ordinance			289,779	

ORDINANCE NO. -15

AN ORDINANCE AMENDING ORDINANCE 1807-14 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2015

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2015 Budget.

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

Section 1. The 2015 Budget, adopted by Ordinance 1807-14, and passed by the City Council on November 25, 2014 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 2015 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2015 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,474,444
101 PARKS FUND	748,470
102 CEMETERY FUND	133,540
103 STREET FUND	891,732
104 ARTERIAL STREET FUND	1,313,553
105 LIBRARY FUND	326,630
106 CEMETERY ENDOWMENT FUND	93,645
107 PARKS RESERVE FUND	15,654
108 LODGING TAX FUND	41,726
109 SPECIAL INVESTIGATIONS FUND	28,005
112 CODE ENFORCEMENT FUND	57,331
113 PATHS AND TRAILS FUND	41,485
114 LAW ENFORCEMENT SALES TAX	362,500
115 CITY COUNCIL STRATEGIC RESERVE FUND	77,750
205 G/O BOND REDEMPTION FUND 2008	342,885
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	257,719
302 CAPITAL PROJECTS RESERVE FUND	291,388

303 BUILDING MAINTENANCE RESERVE FUND	240,881
310 POLICE MITIGATION RESERVE FUND	6,762
311 PARKS IMPACT FEE RESERVE FUND	22,911
312 FIRE IMPACT FEE RESERVE FUND	10,057
401 SEWER OPERATIONS FUND	4,117,151
402 SEWER OPERATIONS RESERVE FUND	848,613
407 98 SEWER REV BOND REDEPTION FUND	835,345
410 SEWER FACILITES RESERVE FUND	2,679,432
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,961,726
413 SOLID WASTE RESERVE FUND	316,682
425 STORMWATER FUND	569,809
426 STORMWATER RESERVE FUND	148,654
501 EQUIPMENT REPLACEMENT FUND	993,716
621 SUSPENSE (SWSD)	44,129
 TOTAL ALL FUNDS	 23,820,807

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 25TH DAY OF March, 2015.

Mike Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Finance Director

City Attorney



City of Sedro-Woolley Fire Department

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

(360) 855-2252 • Fax (360) 855-0196

MEMO TO: City Council and Mayor Anderson

FROM: Dean Klinger, Chief

RE: **Possible Contract Award
New Rosenbauer Fire Engine**

DATE: March 18, 2015

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 25 2015

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

RECOMMENDATION: The Fire Department recommends that a contract in the amount of \$424,620.00 (**Tax not included**) be awarded to Rosenbauer South Dakota, LLC for one (1) new custom configured Triple Combination Pumper, Fire Engine. This award is done under the terms of the Agreement for Ride-On with Snohomish County Fire District #24, Darrington contract, under their resolution 4-2014.

EXPLANATION: The 2015 /16 ERR includes purchase of a Fire Engine to replace Engine 5512, the 1996 H & W International engine. This truck is on the Equipment Replacement Fund for replacement in 2016 (21 year replacement cycle from original in service date), the chassis for the new engine will be paid for in the 2015 budget year at a price of 200,875.00. The remainder of the cost will be paid for on delivery in June of 2016 at a cost of 223,745.00. By paying for the chassis in 2015 the City saves 8,035.00.

This purchase will be made as a ride on under our Interlocal Agreement with Snohomish County Fire District #24 approved by you, the City Council, at the December 23, 2014 meeting.

ANALYSIS:

Sufficient funds are currently available from the ERR for this acquisition and have been planned for.

MOTION:

Move to award a contract and to authorize the signing of a purchase order in the amount of \$424,620.00 (tax not included) with Rosenbauer for one (1) new custom configured Triple Combination Pumper Fire Engine under the terms of the Agreement for Ride-On with the Snohomish County Fire District #24, Darrington, and authorize two out of state trips for inspections during the construction.

MAR 25 2015

RESOLUTION NO. _____-15

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

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:

POLICE DEPARTMENT:

Equipment:

Item	Serial #	Description	Prop #
Quasar Video Camera	WK60850193	Gray case with attachments	002904
Polaroid Camera	M6BHV8TQVHBE	Case/lens/film	
Polaroid Camera	F8B0ECG4NA		
Uniden Scanner	35005468		01429
Canon AE-1 Camera	2176365	Tripod/case/lens	01492
Hitachi Video Camera	10900133	Case/power supply/etc	00151
Kustom Signals Radar	3418	Last used in 80's	
Radar Display Unit	SPC063-000077	"Your Speed" Display K15	
Python Radar	PYT315004295	Last used in 80's	
Kustom Signals Radar	Q2444	Antenna/Last used in 80's	
Radar Display unit	I1703	Display	
Pro Laser Lidar	PL5023	Case and Mount	002286
Glock Pistol	ABD765 US	Mod.#22/.40 Caliber	
Glock Pistol	ABD768 US	Mod.#22/.40 Caliber	
Glock Pistol	ABD767 US	Mod.#22/.40 Caliber	
Glock Pistol	ABD763 US	Mod.#22/.40 Caliber	

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 March 25, 2015.

Mike Anderson, Mayor

Attest:

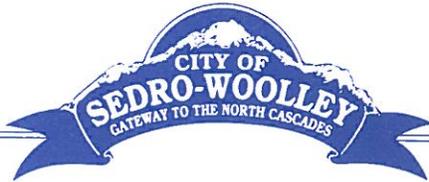
Christine Salseina, Deputy Clerk

Approved as to form:

Eron Berg, City Attorney

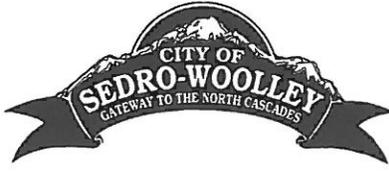
MAR 25 2015

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



MAR 25 2015

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

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP
Planning Director

Date: March 25, 2015

Subject: Setting a date for a public meeting to decide whether the City will move forward with a request to annex approximately 225 acres located on the Northern State Hospital Campus

ISSUE

A 10% Notice of Intent to Petition for Annexation has been submitted to the City to annex approximately 225 acres of property known as the Northern State Hospital Campus that is currently located within the City's Urban Growth Area (UGA). The property includes parcels P38607, P39356, P100632 and P100646. The State Department of Enterprise Services, owner of the property, submitted the 10% Notice of Intent (Attachment 1) on March 19, 2015.

The next step is for the Council to set a date for a public meeting to decide whether the City will move forward with the request to annex approximately 225 acres located at the Northern State Property.

ATTACHMENTS

Attachment 1 – Notice of Intent to Petition for Annexation from Department of Enterprise Services

REQUESTED ACTION

Set a date of April 8, 2015 for a public meeting to decide whether to move forward with an annexation request.

Attachment 1

Notice of Intent to Petition for Annexation from Department of Enterprise Services



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

March 19, 2015

The Honorable Mike Anderson, Mayor
Sedro-Woolley City Council
325 Metcalf Street
Sedro-Woolley, WA 98284

Re: Intent to Petition for Annexation

Dear Mayor Anderson and Members of the City Council:

Thank you for your involvement in the collaborative planning process between the Department of Enterprise Services and the local community about the North Cascades Gateway Center (former Northern State Hospital) property in Skagit County. We appreciate the letter dated February 27, 2015, from the Port of Skagit Commission, Sedro-Woolley City Council, and Skagit County Commission requesting the State of Washington petition the City of Sedro-Woolley to annex the property into the city to facilitate future uses of the property.

This letter indicates the intent of the Department of Enterprise Services to petition under chapter 14 of RCW 35A for annexation of approximately 225 acres in four parcels comprised of Skagit County Parcel Identification Numbers P38607, P39356, P100632, and P100646 for which the agency is seeking legislative confirmation.

Please contact Ann Sweeney, Special Assistant to the Director's Office, at (360) 407-9385 or ann.sweeney@des.wa.gov if you have questions or need anything regarding the property. Thank you for your interest.

Sincerely,

Chris Liu
Director

cc: Commissioner Ken Dahlstedt, Board of Skagit County Commissioners
Commissioner Bill Shuler, Port of Skagit Commission
Eron M. Berg, City Supervisor/City Attorney, City of Sedro-Woolley
Amy K. McMahan, Senior Facilities Oversight Manager, Office of Financial Management
Arlen Harris, Government Relations Manager, Department of Enterprise Services
Ann E. Sweeney, Special Assistant to the Director's Office, Department of Enterprise Services