

Next Ord: 1815-15
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

April 8, 2015

7:00 PM

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

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....3-45

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 (Including April 1, 2015 Work Session)
- c. Finance
 - Claim Checks #181266 to #181337 in the amount of \$208,280.98
 - Payroll Checks #58506 to #58523 plus EFT's in the amount of \$270,295.50
- d. Approval of SpyGlass Telecommunications Audit
- e. Possible Bid Award – Public Works Agreement No. 2015-PW-18 – 2015 Fencing Project
- f. Request for Approval of Conservation Grant Agreement – Puget Sound Energy Agreement No. C-14261
- g. Possible Contract Award – (One) Used 3 Ton 47 Inch Vibratory Compaction Roller – Central Machinery Sales Inc.

4. Special Presentation – Fire Department Retirement
5. Public Comment.....46

PUBLIC HEARING

UNFINISHED BUSINESS

- 6. Public Meeting to decide whether the City will initiate the annexation of approximately 230 acres located on the Northern State Property and five residential parcels adjacent to said property, located northeast of Fruitdale Road and north of SR20 (*motion – Resolution*).....47-56
- 7. Resolution to approve the City of Sedro-Woolley’s collaboration with the Port of Skagit and Skagit County to prepare a Subarea Plan and Planned Action Environmental Impact Statement for the property referred to as the North Cascade Gateway Center (*motion – Resolution*).....57-64

NEW BUSINESS

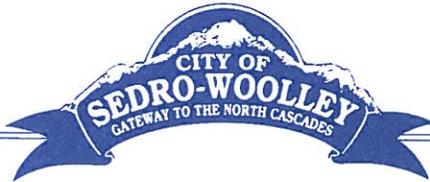
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

APR 08 2015

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



DATE: April 8, 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 April 8, 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.

APR 08 2015

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
March 25, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman 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 #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
- Possible Bid Award – Public Works Agreement No. 2015-PW-17 – Miscellaneous On-Call Construction Services
- Proposed Interlocal Cooperative Agreement with Skagit County to Establish a Cost Sharing Partnership for Pictometry Images.
- 2015 Budget Amendment #1
- Possible Contract Award – New Rosenbauer Fire Engine
- Resolution 911-15 – Declaring Certain Property as Surplus and Authorizing its Disposition

Councilmember Kornegay moved to approve the consent calendar A through H. Seconded by Councilmember Kinzer. Motion carried (4-0).

Public Comment

City Supervisor/Attorney Berg introduced audience member Ann Sweeney, Special Assistant to the Director of Enterprise Services.

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

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

City Supervisor/Attorney Berg reported on the continued meetings of the Northern State Group. He also announced an upcoming public meeting on Friday morning hosted by DES regarding the adaptive reuse process. Berg noted the action item for tonight is to set a date for a public meeting to decide whether to move forward with the annexation request received from DES. He noted the recommended date is April 8th.

Councilmember Loy moved to set April 8th for public meeting to decide to move forward with annexation of Northern State. Seconded by Councilmember Lemley. Motion carried (4-0).

Buildable Lands Analysis Consultant Selection

Planning Director Coleman reviewed requests for consultants for a buildable lands analysis consultant. He noted receiving ten responses, all who were well qualified. After review, the staff recommends contracting with E. D. Hovee & Company, LLC. They have performed similar work within Skagit County and for EDASC and come with good references and are within budget. Coleman also spoke of the short time frame needed to complete the study and recommended Council approve the selection.

Discussion regarding timing, two reading rule, ordinances vs. action items, not to exceed contract, missing three councilmembers and time sensitivity.

Councilmember Lemley moved to authorize the Mayor to execute the attached agreement with E.D. Hovee & Company, LLC not to exceed \$15,000. Seconded by Councilmember Kornegay. Motion carried (4-0).

Further discussion ensued regarding two read rule, wetlands within industrial property, as well as a side discussion regarding building height.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – requested approval for an out of state travel request for Ariel Wesson to attend the Crude by Rail course in Colorado. The course is fully paid for by Burlington Northern Santa Fe Railroad with the exception of missed work hours.

Councilmember Lemley moved to approve out of state travel for Ariel Wesson. Seconded by Councilmember Kinzer. Motion carried (4-0).

Police Chief Tucker – updated the Council on the new candidates attending the Police Academy. He noted two of them are in their 2nd week and one will start the academy next week. He also reported on the upcoming oral boards for the receptionist position as well as a lateral officer

position. Tucker announced the retirement of Records Clerk David Welch on March 31st. Ariel Wesson will be his replacement. He noted an evidence audit will take place soon.

Planning Director Coleman – thanked the Council for their approval on the buildable land consultant selection.

Public Works Director Freiberger –reported he attended the Northern State meeting and met the team. He also reported the SR20 project is almost closed with final approval to come before Council. Freiberger reviewed working on planning efforts with Planning Director Coleman and the need to update the transportation elements. He is looking at using TSI as the consultant and will revisit rates. Freiberger thanked Councilmember’s Kornegay and Wagoner for attending the Low Impact Development Code Update webinar. He then reported of an upcoming meeting with Katie Isaksen and Finance Director Nelson regarding a sewer rate analysis as well as the approval of the trail project by the Council of Governments. He noted the next worksession topic will be on the Every Other Week (EOW) garbage pickup.

City Supervisor/Attorney Berg – pointed out the settlement agreement regarding property at 219 Laurel and requested a motion to approve.

Councilmember Kornegay moved to approve the Laurel Street agreement with Peters. Seconded by Councilmember Lemley. Motion carried (4-0).

Councilmember Kinzer – reminded everyone on the importance to have their chimney inspected.

Councilmember Loy – reported on the annual cheer event that was held this past weekend. He noted the Sedro-Woolley dance team performed and they were excellent. He also reminded Council the Skate Board Competition will be held the 2nd Saturday of September.

Councilmember Kornegay – spoke of the LID training webinar. She noted it was boring but well put together and addressed the pressure on placed on small towns which is overwhelming.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Loy. Motion carried (4-0).

Meeting adjourned at 7:41 P.M.

APR 08 2015

CITY OF SEDRO-WOOLLEY

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

Council Worksession
April 1, 2015 – 7:00 P.M. – Public Safety Training Room

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

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström Staff: City Supervisor/Attorney Berg, Finance Director Nelson and Solid Waste Supervisor Leo Jacobs.

Every Other Week (EOW) Garbage Service Discussion

- City Supervisor/Attorney Berg outlined the evaluation process of the EOW pilot project as well as public vs. private recycling. Leo Jacobs reported on the results of the pilot project. Discussion was held regarding sample survey questions, possible town hall meeting and notification process if implemented city-wide.

Other

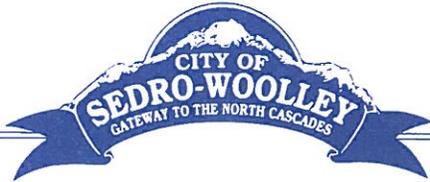
- A discussion was held regarding the annexation process and progress to date on the North Cascades Gateway Center project.

Councilmember Wagoner moved to adjourn. Seconded by Councilmember Sandström. Motion carried.

The worksession adjourned at 8:17 P.M.

APR 08 2015

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



DATE: April 8, 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 April 8, 2015.

Motion to approve Claim Checks #181266 to #181337 in the amount of \$208,280.98.

Motion to approve Payroll Checks #58506 to #58523 plus EFT's in the amount of \$270,295.50.

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

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

03/26/2015 To: 04/08/2015

Time: 08:42:04 Date: 04/03/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2158	04/08/2015	Claims	2	181266	A-1 Mobile Lock & Key	428.58	
					001 - 518 20 48 000 - Repair & Maintenance	303.80	
					101 - 576 80 48 016 - City Hall	124.78	
2159	04/08/2015	Claims	2	181267	All-Phase Electric	77.97	
					001 - 522 50 48 020 - Repair/Maint-Garage	9.05	
					103 - 542 30 48 000 - Repair/Maint-Streets	68.92	
2160	04/08/2015	Claims	2	181268	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	
2161	04/08/2015	Claims	2	181269	Doyle & Marilyn Assink	321.83	
					410 - 361 11 00 410 - Investment Interest	-35.10	
					410 - 379 10 00 000 - Sewer Connection Fees	-183.51	
					410 - 379 11 00 000 - Special Sewer Connection Fee	-103.22	
2162	04/08/2015	Claims	2	181270	Assoc Petroleum Products	4,474.64	
					001 - 518 20 32 000 - Auto Fuel	162.03	
					001 - 521 20 32 000 - Auto Fuel	1,386.00	
					001 - 522 20 32 000 - Auto Fuel/Diesel	513.83	
					425 - 531 50 32 000 - Vehicle Fuel	97.98	
					401 - 535 80 32 000 - Auto Fuel/Diesel	170.32	
					401 - 535 80 32 000 - Auto Fuel/Diesel	63.46	
					102 - 536 20 32 000 - Auto Fuel/Diesel	28.66	
					412 - 537 80 32 000 - Auto Fuel/Diesel	47.79	
					412 - 537 80 32 000 - Auto Fuel/Diesel	57.98	
					412 - 537 80 32 000 - Auto Fuel/Diesel	158.36	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,197.58	
					103 - 542 30 32 000 - Auto Fuel/Diesel	186.91	
					103 - 542 30 32 000 - Auto Fuel/Diesel	245.09	
					103 - 542 30 32 000 - Auto Fuel/Diesel	101.53	
					101 - 576 80 32 000 - Auto Fuel/Diesel	57.12	
2163	04/08/2015	Claims	2	181271	Bay City Supply	396.06	
					412 - 537 80 31 000 - Operating Supplies	173.53	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	54.25	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	168.28	
2164	04/08/2015	Claims	2	181272	Birch Equipment Co Inc	25.93	
					001 - 522 20 48 000 - Repairs/Maint-Equip	25.93	
2165	04/08/2015	Claims	2	181273	Blumenthal Uniform & Equip	710.17	
					001 - 521 20 26 000 - Uniforms/Accessories	460.73	
					001 - 521 20 26 000 - Uniforms/Accessories	155.64	
					001 - 522 20 26 000 - Uniforms	93.80	
2166	04/08/2015	Claims	2	181274	Capital One Commercial	674.27	
					401 - 535 80 43 000 - Meals/Travel	240.31	
					103 - 542 30 35 000 - Small Tools/Minor Equip	216.98	
					101 - 576 80 35 000 - Small Tools & Minor Equip	216.98	
2167	04/08/2015	Claims	2	181275	Carl's Towing Inc	194.22	
					001 - 521 20 41 001 - Professional Services	194.22	
2168	04/08/2015	Claims	2	181276	Collins Office Supply Inc	16.22	
					001 - 514 23 31 000 - Supplies	16.22	
2169	04/08/2015	Claims	2	181277	Comcast	148.95	
					001 - 518 80 42 021 - Internet Services	148.95	
2170	04/08/2015	Claims	2	181278	Concrete Nor'west Inc	78.12	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 48 000		- Repair/Maint-Streets	78.12	
2171	04/08/2015	Claims	2	181279	Dalco Inc	79.85	
			401 - 535 80 31 010		- Operating Supplies	79.85	
2172	04/08/2015	Claims	2	181280	Data Base Records Destruction LLC	109.08	
			001 - 512 50 31 000		- Supplies	22.39	
			001 - 514 23 31 000		- Supplies	22.39	
			001 - 521 20 31 002		- Office/Operating Supplies	44.78	
			001 - 524 20 31 000		- Off/Oper Supps & Books	6.51	
			001 - 558 60 31 000		- Supplies/Books	6.51	
			001 - 595 10 31 000		- Supplies	6.50	
2173	04/08/2015	Claims	2	181281	Databar	345.57	
			112 - 515 30 42 112		- Public Education	345.57	
2174	04/08/2015	Claims	2	181282	Tee Davis-Overby	100.00	
			001 - 521 40 49 000		- Tuition/Registration	100.00	
2175	04/08/2015	Claims	2	181283	E & E Lumber	627.70	
			401 - 535 80 31 010		- Operating Supplies	40.04	
			412 - 537 50 48 010		- Repairs/Maint-Building	48.47	
			103 - 542 30 31 000		- Operating Supplies	15.08	
			103 - 542 30 31 000		- Operating Supplies	67.71	
			103 - 542 30 31 000		- Operating Supplies	67.89	
			103 - 542 30 35 000		- Small Tools/Minor Equip	6.92	
			103 - 542 30 35 000		- Small Tools/Minor Equip	11.21	
			101 - 576 80 35 000		- Small Tools & Minor Equip	114.78	
			101 - 576 80 35 000		- Small Tools & Minor Equip	32.63	
			101 - 576 80 35 000		- Small Tools & Minor Equip	37.73	
			101 - 576 80 35 010		- Safety Equipment	10.18	
			101 - 576 80 35 010		- Safety Equipment	17.33	
			101 - 576 80 48 001		- Riverfront	26.06	
			101 - 576 80 48 006		- Memorial Park	57.09	
			101 - 576 80 48 009		- Hammer Square	49.90	
			101 - 576 80 48 009		- Hammer Square	24.68	
2176	04/08/2015	Claims	2	181284	Edge Analytical Inc	82.00	
			401 - 535 80 41 000		- Professional Services	35.00	
			401 - 535 80 41 000		- Professional Services	47.00	
2177	04/08/2015	Claims	2	181285	Emedco Inc.	45.56	
			101 - 576 80 35 010		- Safety Equipment	45.56	
			101 - 576 80 35 010		- Safety Equipment	45.56	
			101 - 576 80 35 010		- Safety Equipment	-45.56	
2178	04/08/2015	Claims	2	181286	Enterprise Office Systems	79.25	
			001 - 512 50 31 000		- Supplies	58.97	
			001 - 521 20 31 002		- Office/Operating Supplies	20.28	
2179	04/08/2015	Claims	2	181287	Fastenal Company	75.94	
			412 - 537 80 31 000		- Operating Supplies	75.94	
2180	04/08/2015	Claims	2	181288	Federal Certified Hearing	20.00	
			101 - 576 80 49 020		- Misc-Dues/CDL/Background	20.00	
2181	04/08/2015	Claims	2	181289	Frontier	967.55	
			001 - 521 20 42 020		- Telephone	70.98	
			001 - 521 20 42 020		- Telephone	63.77	
			401 - 535 80 42 020		- Telephone	277.31	
			102 - 536 20 42 020		- Telephone	84.94	
			412 - 537 80 42 020		- Telephone	103.72	
			105 - 572 20 42 020		- Telephone	148.55	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 070 - City Hall			76.33	
			101 - 576 80 47 070 - City Hall			141.95	
2182	04/08/2015	Claims	2	181290	Gall's LLC		29.44
			001 - 521 20 26 000 - Uniforms/Accessories			29.44	
2183	04/08/2015	Claims	2	181291	Great America Financial Svcs		125.69
			105 - 572 20 48 020 - Repair/Maintenance-Equip			125.69	
2184	04/08/2015	Claims	2	181292	HB Jaeger Co LLC		574.92
			425 - 531 50 31 000 - Operating Supplies			206.02	
			101 - 576 80 48 019 - Skatepark			368.90	
2185	04/08/2015	Claims	2	181293	Hanson Consulting LLC		4,325.00
			001 - 558 70 41 010 - Professional Services			4,325.00	
2186	04/08/2015	Claims	2	181294	Home Depot Credit Services		290.71
			101 - 576 80 35 000 - Small Tools & Minor Equip			290.71	
2187	04/08/2015	Claims	2	181295	Honey Bucket		75.00
			101 - 576 80 47 090 - Portable Toilets			75.00	
2188	04/08/2015	Claims	2	181296	Elvin Ray Houser		10,000.00
			101 - 591 00 75 000 - Note Payable - Houser			10,000.00	
2189	04/08/2015	Claims	2	181297	Humane Society Of Skagit		412.00
			001 - 521 20 41 021 - Humane Society			412.00	
2190	04/08/2015	Claims	2	181298	Ingram Library Services		468.12
			105 - 594 72 64 000 - Books & Materials			12.19	
			105 - 594 72 64 000 - Books & Materials			91.09	
			105 - 594 72 64 000 - Books & Materials			356.77	
			105 - 594 72 64 000 - Books & Materials			8.07	
2191	04/08/2015	Claims	2	181299	Lakeside Industries		151.63
			103 - 542 30 48 000 - Repair/Maint-Streets			151.63	
2192	04/08/2015	Claims	2	181300	Anderson Costruction Larson, Kevin		341.68 Refund inactive customer credit balance
			412 - 343 74 00 000 - Equipment Rental			-341.68	
2193	04/08/2015	Claims	2	181301	Law Office of Glen Hoff		16.50
			001 - 515 93 41 000 - Indigent Defender			16.50	
2194	04/08/2015	Claims	2	181302	Lithtex NW		87.77
			001 - 521 20 31 010 - Printing/Publications			87.77	
2195	04/08/2015	Claims	2	181303	Loggers And Contractors		49.61
			103 - 542 30 35 000 - Small Tools/Minor Equip			49.61	
2196	04/08/2015	Claims	2	181304	Jack R Moore		1,015.51
			001 - 524 20 41 000 - Professional Services			1,015.51	
2197	04/08/2015	Claims	2	181305	Mount Vernon Business Machines		97.66
			412 - 537 80 31 010 - Office Supplies			97.66	
2198	04/08/2015	Claims	2	181306	Municipal Reseearch & Svc Center		120.00
			001 - 595 10 49 000 - Dues/Memberships			120.00	
2199	04/08/2015	Claims	2	181307	North Central Laboratories		563.86
			401 - 535 80 31 010 - Operating Supplies			563.86	
2200	04/08/2015	Claims	2	181308	North Hill Resources Inc		678.02
			101 - 594 76 61 000 - Riverfront Park			678.02	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2201	04/08/2015	Claims	2	181309	Northstar Chemical Inc	1,777.24	
					401 - 535 80 35 020 - Solids Handling	888.62	
					401 - 535 80 35 020 - Solids Handling	888.62	
2202	04/08/2015	Claims	2	181310	Pacific Power Batteries	1,054.82	
					001 - 522 20 48 000 - Repairs/Maint-Equip	302.40	
					412 - 537 60 47 000 - Solid Waste Disposal	449.95	
					101 - 576 80 48 021 - Equipment	302.47	
2203	04/08/2015	Claims	2	181311	Pat Rimmer Tire Ctr Inc	1,174.74	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	1,125.91	
					101 - 576 80 48 021 - Equipment	48.83	
2204	04/08/2015	Claims	2	181312	Petty Cash-Debra Peterson	50.71	
					105 - 594 72 64 000 - Books & Materials	50.71	
2205	04/08/2015	Claims	2	181313	Dave Pierce	618.42	
					001 - 594 21 64 000 - Machinery & Equipment	618.42	
2206	04/08/2015	Claims	2	181314	Public Utility Dis No1	93.40	
					401 - 535 80 47 000 - Public Utilities	93.40	
2207	04/08/2015	Claims	2	181315	Puget Sound Energy	36,570.85	
					001 - 521 20 47 000 - Public Utilities	27.75	
					001 - 522 50 47 000 - Public Utilities	116.71	
					425 - 531 50 47 000 - Public Utilities	174.59	
					401 - 535 80 47 000 - Public Utilities	10,362.62	
					102 - 536 20 47 000 - Public Utilities	53.61	
					412 - 537 80 47 000 - Public Utilities	201.93	
					103 - 542 63 47 000 - Public Utilities	181.05	
					103 - 542 63 47 000 - Public Utilities	8.08	
					103 - 542 63 47 000 - Public Utilities	175.89	
					103 - 542 63 47 000 - Public Utilities	305.61	
					108 - 557 30 41 000 - Advertising	22.25	
					105 - 572 20 47 000 - Public Utilities	288.74	
					101 - 576 80 47 000 - Riverfront	638.80	
					101 - 576 80 47 010 - Community Center	189.34	
					101 - 576 80 47 020 - Senior Center	392.62	
					101 - 576 80 47 040 - Train	43.27	
					101 - 576 80 47 050 - Hammer Square	249.99	
					101 - 576 80 47 051 - Bingham / Memorial	32.11	
					101 - 576 80 47 052 - Bingham Caretaker	119.74	
					101 - 576 80 47 052 - Bingham Caretaker	18.85	
					101 - 576 80 47 053 - Other Utilities	10.81	
					101 - 576 80 47 070 - City Hall	2,258.12	
					103 - 594 42 64 103 - Equipment	20,698.37	
2208	04/08/2015	Claims	2	181316	Rene's World	37.98	
					001 - 522 20 31 010 - Office Supplies	37.98	
2209	04/08/2015	Claims	2	181317	Sedgwick CMS	1,555.16	
					001 - 511 60 21 001 - Industrial Insurance	1.44	
					001 - 512 50 21 001 - Industrial Insurance	2.76	
					001 - 513 10 21 001 - Industrial Insurance	2.76	
					001 - 514 23 21 001 - Industrial Insurance	3.30	
					001 - 515 30 21 001 - Industrial Insurance	0.72	
					001 - 518 80 21 001 - Industrial Insurance	2.88	
					001 - 521 10 21 001 - Industrial Insurance	36.17	
					001 - 521 20 21 001 - Industrial Insurance	493.40	
					001 - 522 20 21 001 - Industrial Insurance	294.12	
					001 - 523 20 21 001 - Industrial Insurance	53.57	
					001 - 524 20 21 001 - Industrial Insurance	3.00	
					425 - 531 50 21 001 - Industrial Insurance	78.87	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 21 001		Industrial Insurance	237.69	
			102 - 536 20 21 001		Industrial Insurance	27.01	
			412 - 537 80 21 001		Industrial Insurance	119.75	
			103 - 542 30 21 001		Industrial Insurance	97.24	
			103 - 543 30 21 001		Industrial Insurance	0.78	
			501 - 548 30 21 001		Industrial Insurance	21.91	
			001 - 558 60 21 001		Industrial Insurance	2.88	
			105 - 572 20 21 001		Industrial Insurance	16.81	
			101 - 576 80 21 001		Industrial Insurance	48.74	
			001 - 595 10 21 001		Industrial Insurance	9.36	
2210	04/08/2015	Claims	2	181318	Sedro-Woolley Auto Parts		109.14
			001 - 522 20 48 000		Repairs/Maint-Equip	78.11	
			001 - 522 20 48 000		Repairs/Maint-Equip	6.46	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	16.97	
			103 - 542 30 48 010		Repair/Maintenance-Equip	7.60	
2211	04/08/2015	Claims	2	181319	Sedro-Woolley Benevolent Fund		86.08
			001 - 517 90 43 001		Employee Recognition	43.40	
			001 - 517 90 43 001		Employee Recognition	42.68	
2212	04/08/2015	Claims	2	181320	Sedro-Woolley Volunteer		11,831.00
			001 - 522 20 11 010		Salaries-Volunteers	11,831.00	
2213	04/08/2015	Claims	2	181321	Skagit County Auditor		1,248.00
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	624.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	624.00	
2214	04/08/2015	Claims	2	181322	Skagit County Treasurer		95,447.48
			001 - 523 60 51 021		Jail Annual Payment In Lieu C	67,608.33	
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	27,729.28	
			001 - 586 00 00 001		Crime Victim & Witnss Prog	109.87	
2215	04/08/2015	Claims	2	181323	Skagit Farmers Supply		603.63
			001 - 523 20 31 000		Office/Operating Supplies	2.70	
			001 - 523 20 31 000		Office/Operating Supplies	28.20	
			401 - 535 80 31 010		Operating Supplies	108.49	
			103 - 542 30 31 000		Operating Supplies	70.51	
			103 - 542 30 31 000		Operating Supplies	49.89	
			103 - 542 30 35 000		Small Tools/Minor Equip	191.96	
			103 - 542 30 35 000		Small Tools/Minor Equip	151.88	
2216	04/08/2015	Claims	2	181324	Skagit Hydraulics Inc		438.43
			401 - 535 50 48 040		Maintenance Of Vehicles	438.43	
2217	04/08/2015	Claims	2	181325	Skagit Publishing		370.00
			001 - 511 60 31 001		Legal Publications	52.75	
			105 - 572 20 41 000		Professional Services	232.85	
			501 - 594 42 64 000		Equip & Vehicles - Streets	84.40	
2218	04/08/2015	Claims	2	181326	Heather Sorsdal-Hirotaka		202.98
			001 - 521 20 26 000		Uniforms/Accessories	202.98	
2219	04/08/2015	Claims	2	181327	Summit Law Group		56.00
			001 - 515 30 41 000		Professional Services	56.00	
2220	04/08/2015	Claims	2	181328	True Value		244.59
			001 - 522 20 31 000		Operating Supplies	1.40	
			401 - 535 80 31 010		Operating Supplies	7.90	
			103 - 542 30 31 000		Operating Supplies	35.49	
			103 - 542 30 31 000		Operating Supplies	21.69	
			101 - 576 80 31 006		Operating Sup - City Hall	49.89	
			101 - 576 80 31 006		Operating Sup - City Hall	68.32	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

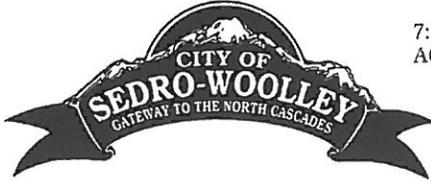
03/26/2015 To: 04/08/2015

Time: 08:42:04 Date: 04/03/2015
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 006		Operating Sup - City Hall	-50.98	
			101 - 576 80 48 006		Memorial Park	56.39	
			101 - 576 80 48 006		Memorial Park	28.06	
			001 - 594 21 64 000		Machinery & Equipment	26.43	
2221	04/08/2015	Claims	2	181329	Valley Freightliner Inc	319.89	
			412 - 537 50 48 000		Repairs/maint-equip	319.89	
2222	04/08/2015	Claims	2	181330	Verizon Wireless	2,494.87	
			001 - 513 10 42 020		Telephone	54.97	
			001 - 514 23 42 020		Telephone	54.97	
			001 - 515 30 42 001		Telephone	54.97	
			001 - 518 80 42 020		Telephone	78.97	
			001 - 521 20 42 020		Telephone	452.48	
			001 - 521 20 42 020		Telephone	236.02	
			001 - 521 20 42 020		Telephone	384.79	
			001 - 522 20 42 020		Telephone	323.20	
			001 - 522 20 42 020		Telephone	72.96	
			401 - 535 80 42 020		Telephone	44.64	
			401 - 535 80 42 030		Nextel Cell Phones	146.92	
			102 - 536 20 42 020		Telephone	36.50	
			412 - 537 80 42 025		Nextel Cell Phones	18.26	
			412 - 537 80 42 025		Nextel Cell Phones	164.91	
			103 - 542 30 42 020		Telephone	94.20	
			101 - 576 80 42 020		Telephone	72.96	
			101 - 576 80 42 020		Telephone	54.97	
			001 - 595 10 42 025		Cell Phones	18.24	
			001 - 595 10 42 025		Cell Phones	129.94	
2223	04/08/2015	Claims	2	181331	WA St Dept Of Retirement	26.83	
			001 - 521 20 22 001		Social Security	26.83	
2224	04/08/2015	Claims	2	181332	WA St Off Of Treasurer	6,738.00	
			001 - 386 90 00 000		State Remittances-Court	-6,738.00	
2225	04/08/2015	Claims	2	181333	WA State Criminal Justice	6,126.00	
			001 - 521 40 49 000		Tuition/Registration	6,126.00	
2226	04/08/2015	Claims	2	181334	Washington State Patrol	534.00	
			001 - 521 10 51 040		Access Fees	534.00	
2227	04/08/2015	Claims	2	181335	Washington Tractor	1,563.81	
			103 - 542 30 48 010		Repair/Maintenance-Equip	1,297.47	
			101 - 576 80 48 021		Equipment	225.16	
			101 - 576 80 48 021		Equipment	41.18	
2228	04/08/2015	Claims	2	181336	Western Electrical Services Inc	7,212.00	
			401 - 535 50 48 000		Maintenance Contracts	7,212.00	
2229	04/08/2015	Claims	2	181337	Wood's Logging Supply Inc	167.49	
			401 - 535 50 48 010		Maintenance Of Lines	53.69	
			102 - 536 20 31 010		Operating Supplies	54.23	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	27.13	
			103 - 542 30 35 010		Safety Equipment	32.44	
			001 Current Expense Fund			107,285.77	
			101 Parks & Facilities Fund			17,587.90	
			102 Cemetery Fund			329.05	
			103 Street Fund			25,822.88	
			105 Library Fund			1,331.47	
			108 Stadium Fund			22.25	
			112 Code Enforcement Fund			345.57	
			114 Law Enforcement Sales Tax			27,729.28	
			401 Sewer Fund			22,639.81	

CITY COUNCIL AGENDA
REGULAR MEETING

APR 08 2015



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

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

Patsy Nelson
Finance Director

MEMO TO: City Council
FROM: Patsy Nelson, Bill Chambers
RE: Approval of SpyGlass Telecommunications Audit
DATE: March 25, 2015

ISSUE: Should the Council authorize the Mayor to approve the attached contract with SpyGlass for Telecommunications Auditing Services according to the pricing arrangement stipulated in the attached "SpyGlass Snapshot Audit Agreement"?

BACKGROUND: Many organizations conduct telecommunications audits on a regular basis to keep costs in check and to ensure they are getting the most value for their dollars spent. Finance and IT staff review monthly statements from service providers, but we may be missing opportunities to reduce costs that can only be uncovered by thorough third-party examination.

Telecommunication service audits are typically executed by two types of contractors:

1. Contractors hired by competitor service providers. Their fee is paid by the competitor phone company. The goal is to recover lost expenses for the customer and redirect them toward an alternative service provider.
2. Independent contractors. Their fee is set according to the amount of money they recover against a service fee multiplier. The City retains any long term savings that result from the audit.

We believe a comprehensive and objective audit of our telecommunications systems is best facilitated by a contractor independent of any service provider. An independent contractor will not limit an audit to the boundaries of interest defined by a service provider competitor.

We had lengthy discussions with representatives from SpyGlass, a highly specialized cost consulting firm that operates in the Telecommunications Expense Management (TEM) industry. SpyGlass personnel are comprised of individuals with historical detailed knowledge and understanding of carrier billing and telecommunication tax law. Their service and payment plan are described below.

Service Plan:

Phase 1 – Recovery: Contractor conducts an assessment of our billing during the life of our contracts. During this assessment, the contractor seeks to identify any taxes, tariffs, or charges that have been eliminated or altered during the lifetime of our contract. *Any money found will be split between the City and the contractor.*

Phase 2-Elimination: The contractor shall conduct an audit of all telecommunications related services the City currently pays for. The contractor will contact all service carriers to understand the status of all contracts; develop a complete inventory of all components currently billable; and make recommendations on what aspects of telecommunications may be eliminated to realize future savings and mitigate wasteful spending. *The contractor will not execute any of their recommendations without authorization from the Mayor or City Supervisor.*

Phase 3- Moving Forward: If desired, the contractor produces a local market report of alternative vendors and makes recommendations based on service history and financial savings. *No contractual changes will be executed without the authorization of City Council.*

Costs:

- Phase 1: Results in ‘found money’. Contractor and the City split 50/50.
- Phase 2 & 3: All savings that result from moving forward with the contractor’s recommendations are aggregated. This figure is multiplied by 12.
 - The Total amount = Contractor Service Fee

This service fee would have otherwise been incorporated into payments made to service providers this year, had we not employed the technical audit. All future savings are retained by the City of Sedro-Woolley.

Most audit providers recommend that we adopt a telecommunications audit schedule every three to five years. This is because tax and tariff laws frequently change, and the average telecom service level agreement expires after three years.

SpyGlass estimates a timeframe of six weeks for completion of all three phases of their service package. An audit of our telecommunications is necessary for better informed staff recommendations to City Council moving forward.

RECOMMENDATION: Motion to authorize the Mayor to approve the contract with SpyGlass for telecommunications auditing services according to the pricing arrangement stipulated in the attached “SpyGlass Snapshot Audit Agreement”.

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between _____ ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within ³⁰~~15~~ days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within ³⁰~~15~~ days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of ^{Washington}~~Ohio~~, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

AUDITOR

The SpyGlass Group, LLC

Signature: _____

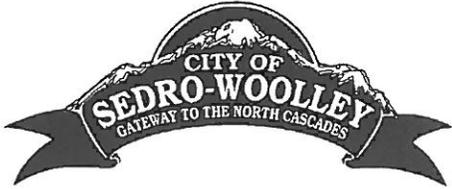
Signature: _____

Print Name: _____

Print Name: Edward M. DeAngelo

Date: _____

Date: _____



CITY COUNCIL AGENDA
REGULAR MEETING

APR 08 2015

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible bid award – Public Works Agreement No. 2015-PW-18
2015 Fencing Project**
DATE: March 31, 2015 (for Council action April 8, 2015)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2015-PW-18 for 2015 Fencing Project with Guyline Construction, Inc. of Burlington, WA in the amount of \$16,254.66 including sales tax?

BACKGROUND/DISCUSSION

The city closed bids on March 26, 2015 under the MRSC Small Works Roster process for the 2015 Fencing Project. This project includes installation of a 4' vinyl coated chain link fence along the SR20 and Cook Road boundaries of Bingham Park, plus replacement of a damaged fence at the West State Street Pump Station, and minor fencing repairs at Riverfront Park, and an allowance for fence repairs yet to be determined.

Eight bids were received. The Bid tabulation is attached. The low and responsive bid is from Guyline Construction, Inc. of Burlington, WA. Guyline has constructed numerous fencing projects for the city in the past, including the recent SR20/Cook Road Realignment and Extension Project as a subcontractor to Strider Construction, Inc. Guyline has performed the past work acceptably. The proposed contract is 47% under the Engineer's Estimate of \$31,117.15, but within the range of comparable bids. The work is within the budgeted amounts as noted below.

ESTIMATED EXPENDITURES

Contract 2015-PW-18 Guyline Construction Inc. \$16,254.66

ESTIMATED REVENUE

The work will be generally funded as follows:

594.76.61.000.101 Parks - Riverfront Park (Budget \$36,000)	\$ 650.00
594.76.61.001.101 Parks - Bingham Park (Budget \$18,000 for fence installation)	\$12,516.16
535.50.48.010.401 Wastewater - Maintenance of Lines (Budget \$75,000)	\$ 2,588.50
TBD – allowance for additional fence repairs as requested	\$ 500.00
TOTAL	\$16,254.66

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2015-PW-18 for 2015 Fencing Project with Guyline Construction, Inc. of Burlington, WA in the amount of \$16,254.66 including sales tax.



2015 Fencing Contract
FINAL- Bid Tabulation

PREPARED BY: Mark A. Frelberger, PE

Bid Opening: March 26, 2014 2:00 PM

ITEM NO	DESCRIPTION	ITEM QUANTITY	UNIT	Engineer's Estimate		Guyline Construction Inc. Burlington, WA		C & P Fencing Enumclaw, WA		Discount Fence Marblemount, WA		Western Pacific Fence LLC dba Northwest Fence Bellingham, WA		Telecky Custom Fencing Sprague, WA		Interstate Fence Company Vancouver, WA		Perimeter Security Group Coeur d'Alene, ID		All Around Fence Co Ravensdale, WA	
				LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST	LF	TOTAL COST
1	MOBILIZATION	1	LS	\$2,124.40	\$ 2,124.40	250.00	\$ 250.00	150.00	\$ 150.00	500.00	\$ 500.00	500.00	\$ 500.00	750.00	\$ 750.00	500.00	\$ 500.00	4,916.67	\$ 4,916.67	7,200.00	\$ 7,200.00
2	COATED CHAIN LINK FENCE TYPE 4	891	LF	\$25.00	\$ 22,275.00	10.25	\$ 9,132.75	12.75	\$ 11,360.25	20.56	\$ 18,318.96	17.75	\$ 15,815.25	24.29	\$ 21,642.39	22.93	\$ 20,430.63	21.45	\$ 19,111.95	21.65	\$ 19,290.15
3	COATED END, GATE, CORNER, PULL POSTS FOR CHAIN LINK FENCE TYPE 4	14	EA	\$100.00	\$ 1,400.00	115.00	\$ 1,610.00	171.50	\$ 2,401.00	30.05	\$ 420.70	125.00	\$ 1,750.00	42.00	\$ 588.00	228.00	\$ 3,192.00	65.92	\$ 922.88	125.00	\$ 1,750.00
4	SINGLE 4FT COATED CHAIN LINK GATE TYPE 4	1	EA	\$400.00	\$ 400.00	250.00	\$ 250.00	327.50	\$ 327.50	350.00	\$ 350.00	245.00	\$ 245.00	163.40	\$ 163.40	480.00	\$ 480.00	476.50	\$ 476.50	150.00	\$ 150.00
5	REPAIR 6FT CHAIN LINK FENCE TYPE 3 RIVERFRONT PARK	1	LS	\$500.00	\$ 500.00	650.00	\$ 650.00	485.00	\$ 485.00	800.00	\$ 800.00	850.00	\$ 850.00	795.00	\$ 795.00	984.00	\$ 984.00	1,532.35	\$ 1,532.35	795.00	\$ 795.00
6	GALVANIZED CHAIN LINK FENCE TYPE 3 WITH BROWN VINYL SLATS	36	LF	\$30.00	\$ 1,080.00	32.00	\$ 1,152.00	24.30	\$ 874.80	12.23	\$ 440.28	48.00	\$ 1,728.00	33.72	\$ 1,213.92	29.20	\$ 1,051.20	85.00	\$ 3,060.00	27.10	\$ 975.60
7	GALVANIZED END, GATE, CORNER, PULL POSTS FOR CHAIN LINK FENCE TYPE 3	1	EA	\$125.00	\$ 125.00	145.00	\$ 145.00	147.60	\$ 147.60	36.75	\$ 36.75	95.00	\$ 95.00	45.59	\$ 45.59	240.00	\$ 240.00	50.55	\$ 50.55	175.00	\$ 175.00
8	VINYL SLATS, TYPE 3 FENCE (6' INSTALL IN EXISTING PUMP STATION FENCE AND GATES)	105	LF	\$5.00	\$ 525.00	12.30	\$ 1,291.50	9.80	\$ 1,029.00	5.72	\$ 600.60	17.00	\$ 1,785.00	7.91	\$ 830.55	9.53	\$ 1,000.65	7.90	\$ 829.50	12.90	\$ 1,354.50
9	REPAIR EXISTING FENCING, FORCE ACCOUNT	1	DOL	\$250.00	\$ 250.00	500.00	\$ 500.00	500.00	\$ 500.00	500.00	\$ 500.00	500.00	\$ 500.00	500.00	\$ 500.00	500.00	\$ 500.00	500.00	\$ 500.00	500.00	\$ 500.00
SUBTOTAL				\$ 28,679.40	\$ 14,981.25	\$ 17,275.15	\$ 21,957.29	\$ 23,268.25	\$ 26,528.85	\$ 28,378.48	\$ 31,400.40	\$ 32,190.25									
SALES TAX (8.5%)				\$ 2,437.75	\$ 1,273.41	\$ 1,468.39	\$ 1,867.22	\$ 1,977.80	\$ 2,254.95	\$ 2,412.17	\$ 2,669.03	\$ 2,735.17									
TOTAL				\$ 31,117.15	\$ 16,254.66	\$ 18,743.54	\$ 23,824.51	\$ 25,246.05	\$ 28,783.80	\$ 30,790.65	\$ 34,069.43	\$ 34,926.42									

% Under Engineer's Estimate
% Under Low Bid

47.8%

39.8%

15.3%

23.4%

46.6%

18.9%

55.3%

7.5%

77.1%

1.0%

89.4%

-9.5%

109.6%

NOTES:

MRSC

Corrections

NA
NA

Yes
No

Yes
No

Yes
Yes

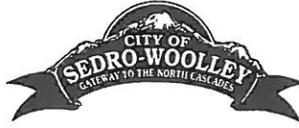
Yes
Yes

No
No

No
No

Yes
Yes

Yes
No



PUBLIC WORKS AGREEMENT 2015-PW-18

Project Name: 2015 Fencing Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Guyline Construction Inc., 205 Lila Lane, 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: **2015 Fencing Project**

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 **Nathan Salseina, Public Works Operations 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 **\$16,254.66**
- B. Method of compensation 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 **December 31, 2015**.

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: **Type 3 and 4 Chain Link Fencing and Miscellaneous Fencing Repairs per Invitation to Bid dated March 5, 2015.**

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

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

EXHIBIT A



2015 Fencing Project Bid Proposal Form

Bids due: 2:00PM, March 26, 2015

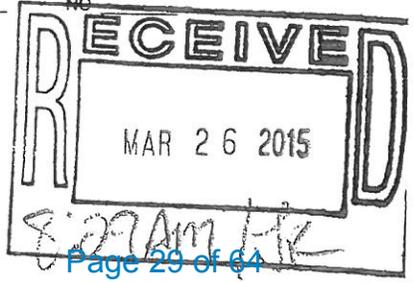
ITEM NO.	DESCRIPTION	ITEM QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILIZATION	1	LS	250.00	250.00
2	COATED CHAIN LINK FENCE TYPE 4	891	LF	10.25 LF	9,132.75
3	COATED END, GATE, CORNER, PULL POSTS FOR CHAIN LINK FENCE TYPE 4	14	EA	115.00	1,610.00
4	SINGLE 4FT COATED CHAIN LINK GATE TYPE 4	1	EA	250.00	250.00
5	REPAIR 6FT CHAIN LINK FENCE TYPE 3 RIVERFRONT PARK	1	LS	650.00	650.00
6	GALVANIZED CHAIN LINK FENCE TYPE 3 WITH BROWN VINYL SLATS	36	LF	32.00	1,152.00
7	GALVANIZED END, GATE, CORNER, PULL POSTS FOR CHAIN LINK FENCE TYPE 3	1	EA	145.00	145.00
8	VINYL SLATS, TYPE 3 FENCE (6', INSTALL IN EXISTING PUMP STATION FENCE AND GATES)	105	LF	12.30	1,291.50
9	REPAIR EXISTING FENCING, FORCE ACCOUNT	1	DOL	\$500.00	\$500.00
SUBTOTAL					14,981.25
SALES TAX (8.5%)					1,273.41
TOTAL					16,254.66

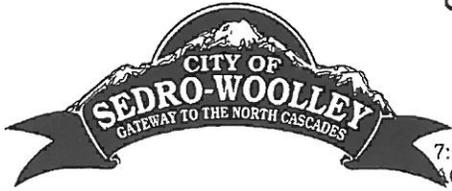
NOTES:

- 1 Item 9 is a bid allowance for Force Account repairs as requested. Contractor to provide current labor and equipment rate sheet and proposed material markup with bid package.
- 2 Coated fencing to be Black.
- 3 Vinyl slats for the West State Street fencing to be brown.
- 4 See Attachments A through E for location and details of the work.

BIDDER NAME: GuyLINE Construction, INC
 BIDDER ADDRESS: 205 LILA LANE
Burlington, WA 98233
 BIDDER TELEPHONE NUMBER: 360-757-8410
 BIDDER EMAIL: GuyA@GuyLINE.NET
 BIDDER CONTRACTOR'S UBI NUMBER: 601 007 650
 NAME & TITLE OF PERSON SUBMITTING THIS BID: Guy Anderson, President

CONTRACTOR'S BIDDER'S QUALIFICATION STATEMENT INCLUDED? YES NO
 CONTRACTOR'S LABOR AND EQUIPMENT RATE SHEET INCLUDED? YES NO





CITY COUNCIL AGENDA
REGULAR MEETING

APR 08 2015

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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0707

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE, Director of Public Works
RE: **Request for Approval of Conservation Grant Agreement**
Puget Sound Energy
Agreement No., C-14261
DATE: March 31, 2015 (for Council review April 8, 2015)

ISSUE

Shall council move to ratify Mayor Anderson's execution of the attached Conservation Grant Agreement with Puget Sound Energy (PSE) accepting their conservation grant offer in the amount of \$33,747.00?

BACKGROUND/DISCUSSION

The city has contracted with PSE Intolight for the LED Streetlight Retrofit Project, completed in the spring of this year. As part of this project, PSE committed to a conservation grant to offset a portion of the installation cost. The attached agreement memorializes the conservation grant. The grant totals \$33,747.00, and includes incentives for the upgrade of 582 fixtures from High Pressure Sodium (HPS) to Light-Emitting Diode (LED) light fixtures.

Attached also is a summary of the final cost for the LED Retrofit Project, including calculation of the incentive grant and the estimated monthly energy savings. The payback for the retrofit project, including the conservation grant allowance, is 3.79 years, which is less than the original estimate of 4.71 years. The difference is based on the actual number of fixtures installed at 582, as opposed to the original estimate of 621 fixtures.

Mayor Anderson has signed the attached agreement, based on previous notifications to council via the Public Works Director's council memoranda including results of the project and estimated value of the grant. This council action ratifies the mayor's action.

MOTION:

Move to ratify Mayor Anderson's execution of the attached Conservation Grant Agreement with Puget Sound Energy (PSE) accepting their conservation grant offer in the amount of \$33,747.00.

SEDRO-WOOLLEY STREET LIGHT CONVERSION PROJECT

PSE INTOLIGHT STREET LIGHT AUTHORIZATION LETTERS APRIL 4, 2014; AS REVISED 7/3/14; REVISION 3/2/15; REVISION 3/4/15; REVISION 3/11/15 FINAL

EST NEW MONTHLY O&M
BASED ON ORIGINAL SCH 53

PHASE	AREA	ORDER #	SCHEDULE	INSTALL \$	MONTHLY OM \$	TOTAL FIXTURES	70 (43)	100 (54)	150 (94)	200 (130)	250 (196)	400 (258)	
1	NE REGION	12993 REV	53	23,085.21	832.09	83	14	29	35	5	-	-	832.09
2	SW REGION	13120	53	12,263.26	671.95	77	52	25	-	-	-	-	672.72
3	DOWNTOWN	13121 REV	53	50,182.17	2,329.78	241	89	95	7	50	-	-	2,329.78
4	SW REGION	13122 REV	53	20,559.31	801.52	71	22	5	2	38	4	-	801.52
5	NW REGION	13123 REV 2	53	20,698.37	881.52	86	25	34	1	21	4	1	881.52
	ADDED	13481	53	864.82	33.31	3	-	1	1	1	-	-	32.69
	ADDED	13495 REV	53	7,071.34	253.85	12	-	-	3	-	9	-	180.36
	ADDED	13502 REV	53	2,935.92	58.34	7	-	7	-	-	-	-	63.00
	ADDED	13525	53	309.05	17.36	2	-	-	-	-	-	-	17.22
TOTALS				137,969.45	5,879.72	582	204	196	49	115	17	1	5,810.90
EST MONTHLY SAVINGS PER FIXTURE (BASED ON 2/28/14 EST)							2.81	3.91	4.22	5.77	4.35	9.22	
ESTIMATED MONTHLY SAVINGS						2,293.10	573.24	766.36	206.78	663.55	73.95	9.22	
EST YEARLY SAVINGS						27,517.20	6,878.88	9,196.32	2,481.36	7,962.60	887.40	110.64	
EST INCENTIVE GRANT, PER FIXTURE							36.00	34.00	76.00	88.00	83.00	166.00	
EST INCENTIVE GRANT TOTALS (updated 3/13/15 for PS)				33,747.00			7,344.00	6,664.00	3,724.00	10,120.00	1,411.00	166.00	
NET COST				104,222.45									
EST PAYBACK					3.79	YEARS (ORIGINAL EST 2/28/14 WAS 4.71 YEARS FOR 621 FIXTURES)							

CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this _____ day of _____, 20_____, by and between PUGET SOUND ENERGY (“PSE”) and CITY OF SEDRO WOOLLEY (“Participant”).

RECITALS

- A. Under PSE’s Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, “Tariffs”), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 220 MUNRO ST SEDRO WOOLLEY, WA 98284 - SEDRO-WOOLLEY PHASES 1-5, (STREET LIGHTING)** *(Please note: meter location/address may differ from the site mailing address).* Participant will install or implement the conservation measures listed in paragraph 2 (“Conservation Measures”) at the above located facilities (the “Premises”). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the “Contractor”) for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in **Attachment C: Attachment to Conservation Grant**, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1	Street Lighting	20	\$164,437.65	\$33,747.00
	TOTAL (includes sales tax)		\$164,437.65	\$33,747.00

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the “Grant”) set forth on Attachment C, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.

CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:

http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation.
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.

ATTACHMENT C TO CONSERVATION GRANT

Conservation Measure(s) shall consist of the following:

This project shall implement the Business Standard Lighting project defined in the attached PSE Business Lighting Workbook.

At a minimum the project shall follow these specifications:

1. Final project lighting power density shall at least meet that required by section C405.5.2 of the current Washington State Energy Code.
2. Newly installed T8 ballasts shall be instant start; if controls are utilized then programmed start ballasts shall be used. All new T8 ballasts shall be NEMA Premium labeled or listed on CEE's High Performance 120V and 277V T8 ballast list.
3. Reduced Wattage T8 Fluorescent Lamps: Must be 25-28 watt, 800 series or better, 4-foot lamps listed on the CEE (Consortium for Energy Efficiency) qualified list.
4. LED products must be on one of the following lists of qualifying products: Energy Star, Design Lights Consortium, or the Lighting Design Lab approved products.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- Completed Request for Taxpayer I.D. Number ("W-9") or Assignment of Funds Form (assigns Payment to Contractor).
- Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- Other (specify): _____

Abbreviations:

HP / RW	High Performance / Reduced Wattage
LBF	Low Ballast Factor (.75-.85)
NBF	Normal Ballast Factor (.86-.95)
HBF	High Ballast Factor (.96-1.15)
HW / SI	Hard Wired / Screw In

Street Lighting

Sedro-Woolley Phases 1-5
NE and SW Region, and Downtown
Sedro Woolley WA 98234

Customer Rate Schedule:		
Sch 5x	kWh Charge	\$0.100
	kW Charge	\$7.34

Color Key: (white cells auto fill)

	Input cell
	Change From Existing
	Outside Standard Value (PSE may require verification)

Location	Qty	Per Item Measures (summary)			
		Lighting Type	Hours	kWh/ Year	Incentive
		LED 50 W or less Replacing 70 W HID (86 Watts)	4200		
		LED 51 - 75 W Replacing 100 W HID (130 Watts)	4200		
		LED 76 - 100 W Replacing 150 W HID (185 Watts)	4200		
		LED 101 W - 150 W Replacing 200 W HID (235 Watts)	4200		
		LED 151 W - 200 W Replacing 250 W HID (295 Watts)	4200		
		LED 200 W+ Replacing 400 W HID (456 Watts)	4200		
			4200		
			8760		
			4200		
Totals			4200		

Project Summary	
Total Deemed Project Cost:	\$164,437.65
Est Annual Energy Savings:	168,735 kWh/yr
% Energy Savings:	48.38%
Total Utility Cost Savings:	\$20,412.11
Total Est. PSE Incentive:	\$33,747.00
Simple Payback (Before Incentive):	8.1 yrs
Simple Payback (After Incentive):	6.4 yrs

Original
 Revised

20.52% of Project Cost

Documentation of LED qualification is REQUIRED for all LED fixtures with submission (include copy of Energy Star, DLC or LDL listing)

Existing System										Proposed System															
#	Heat Type	Location	Fxt Qty	Lighting Type	Fixture Description	Annual Hours	Fixture Watts	Total kW	kWh/ Year	Remarks (Optional)	Fxt Qty	Lighting Type	Fixture Description	Controls Savings			Annual Hours	Fixture Watts	Total kW	kWh/ Year	Fixture Savings kWh/Year	Controls Savings kWh/Year	Controls Unit Cost	Fixture Unit Cost	Total Cost
														%	Type	Qty									
1.	Street Light	All	204	High Pressure Sodium	HPS, 70W Lamp	4,200	86	17.5	73,685		204	Street Lighting (INTOLIGHT)	LED 43W (ERS10A3E15402GRA Y010)	Exterior Photo Control		4,200	43	8.77	36,842	36,842			\$188.34	\$38,421.36	
2.	Street Light	All	196	High Pressure Sodium	HPS, 100W Lamp	4,200	120	23.5	98,784		196	Street Lighting (INTOLIGHT)	LED 52W (ERS10B2E25402GRA Y010)	Exterior Photo Control		4,200	52	10.19	42,806	55,978			\$227.96	\$44,680.16	
3.	Street Light	All	49	High Pressure Sodium	HPS, 150W Lamp	4,200	170	8.3	34,986		49	Street Lighting (INTOLIGHT)	LED 102W (ERS10E2E25402GRA Y011)	Exterior Photo Control		4,200	102	5.0	20,992	13,994			\$338.39	\$16,581.11	
4.	Street Light	All	115	High Pressure Sodium	HPS, 200W Lamp	4,200	245	28.2	118,335		115	Street Lighting (INTOLIGHT)	LED 133W (ERS20H3E15402GRA Y011)	Exterior Photo Control		4,200	133	15.3	64,239	54,096			\$487.69	\$56,084.35	
5.	Street Light	All	17	High Pressure Sodium	HPS, 250W Lamp	4,200	295	5.0	21,063		17	Street Lighting (INTOLIGHT)	LED 197W (ERS20H2E25402GRAY 004)	Exterior Photo Control		4,200	197	3.35	14,066	6,997			\$477.81	\$8,124.47	
6.	Street Light	All	1	High Pressure Sodium	HPS, 400W Lamp	4,200	457	0.5	1,919		1	Street Lighting (INTOLIGHT)	LED 260W (ERS40T3E15402GRAY 004)	Exterior Photo Control		4,200	260	0.26	1,092	827			\$546.20	\$546.20	
7.																									
8.														Switch / Breaker											
9.														Switch / Breaker											
10.														Switch / Breaker											
Totals			582					83.0	348,772		582					42.9	180,037	168,735							\$164,437.65

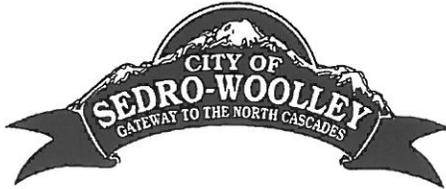
Project Notes: (Optional)

Estimated PSE Funding:	
Total Per Item Cost	
Total Per Item Savings	
Estimated Per Item Rebates	
Total Custom Measure Cost	\$164,437.65
Total Custom Measure Savings	168,735 kWh/yr
Estimated Custom Measure Incentive	\$33,747.00
Controls Svcg: (0.0%)	

Interior Code Compliance:	
Space 1	- Choose Type -
Space 1 (ft²)	
Space 2	Not Used
Space 2 (ft²)	
Allowable	
Int. Actual	
Under 10%	N/A
Exterior Code Compliance:	
Exterior kW:	42.87 kW
Total Exterior Area = 0 sqft	
Total Linear Feet = 0 ft	
Base Site Allowance = 0.75 kW	
Allowable = 0.75 kW	

Custom Measures Costs:	
Labor: _____ Men-hours @ _____	Materials: \$164,437.65
Misc: Lift Rental, Disposal, & Permits _____	
Tax: _____	
Contractor: _____	Total Custom Measures Cost: \$164,437.65
Prepared By: _____	

Washington State - Tax Rate Lookup



CITY COUNCIL AGENDA
REGULAR MEETING

APR 08 2015

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award
(One) Used 3 Ton 47 Inch Vibratory Compaction Roller
Central Machinery Sales Inc.**

DATE: March 31, 2015 (for Council action April 8, 2015)

ISSUE: Shall council move to award and authorize Public Works Director Mark Freiberger to sign Purchase Order 2015-PO-09 for one each Used Case DV202 6/2007 3 ton 47 Inch Vibratory Compaction Roller from Central Machinery Sales Inc. of Moses Lake, WA in the amount of \$16,058.00, including sales tax and delivery, subject to field verification of condition?

BACKGROUND/DISCUSSION: The 2015 ERR includes purchase of a 3 ton 47 inch Vibratory Compaction Roller to replace the city's existing Unit 311 1994 Wacker Vibratory Roller. Unit 311 has been subject to frequent breakdown and repair. In addition, Unit 311 is a 1 ton unit, and not really suitable for much of the type of work that we do to support our trench patching and preleveling operations. The proposed 3 ton unit will better serve these needs.

Bids closed on March 31, 2015, with three bids received. The low bid from Central Machinery Sales Inc. is for a 2007 Case DV202 model meeting the bid specifications. The proposed unit has relatively low hours (750 total) and should serve the needs of the city for many years.

The unit is located in Moses Lake, WA. Public Works will arrange to visit the site and verify condition of the equipment prior to finalizing the order.

FINANCIAL:

REVENUE

Account 501 ERR Budget for this item	\$ 20,000.00
Less overrun on Hot Patch Truck ordered 2/26/15	\$ 4,942.80
Net available	\$ 15,057.20

ESTIMATED EXPENDITURES

Proposed Purchase Order 2015-PO-09 Central	\$16,058.00
Difference (shortfall)	\$ 1,000.80

ANALYSIS:

The Account 501 Budget includes \$20,000 for this purchase. The Hot Patch unit purchased on 2/26/15 ran over the budget for that item by \$4,942.80, leaving a net amount of \$15,057.20 available. The difference of \$1,000.80 is minimal, and can be absorbed by the ERR budget without adjustment. Staff recommends award of the purchase order to Central Machinery Sales Inc., subject to a field visit to verify equipment condition.

MOTION:

Move to award and authorize Public Works Director Mark Freiberger to sign Purchase Order 2015-PO-09 for one each Used Case DV202 6/2007 3 ton 47 Inch Vibratory Compaction Roller from Central Machinery Sales Inc. of Moses Lake, WA in the amount of \$16,058.00, including sales tax and delivery, subject to field verification of condition.



CITY OF SEDRO-WOOLLEY
FINAL - BID COMPARISON

(One) Used 3 Ton 47 Inch Vibratory Compaction Roller
 BID OPENING: March 31, 2015, 2:00PM

Bidder:

ITEM	DESCRIPTION	QUANTITY	UNIT	Central Machinery Sales Inc. Moses Lake, WA		Birch Equipment Rental & Sales Bellingham, WA		NC Machinery CAT Mount Vernon, WA	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	(One) Used 3 Ton 47 Inch Vibratory Compaction Roller- Lump Sum	1	Each	14,800.00	14,800.00	18,946.00	18,946.00	35,091.00	35,091.00
	SUBTOTAL				14,800.00		18,946.00		35,091.00
	WSST AT 8.5%				1,258.00		1,610.41		2,982.74
	TOTAL BID				16,058.00		20,556.41		38,073.74

1 Notes:

2 Corrections Made

	Used Unit, Case, Model: DV202, Year 6/2007, 750 Hours	Used Unit, Bomag, Model: 120AD, Year 2003, 1330 Hours	New Unit, Caterpillar, Model: CB24B, Year 2015, 0 hours
	Yes	No	No

RECORDED BY: M. Freiberger



PURCHASE ORDER CITY OF SEDRO-WOOLLEY

Purchase Order No. 2015-PO-09

Product Case DV202 6/2007 Vibratory Roller, Serial No. DDD000309

Vendor Name Central Machinery Sales Inc.

Vendor Address 1201 E Yonezawa Blvd., Moses Lake, WA 98837

Vendor Contact Peter Harp Phone 509-765-1257 Email pwharp@hotmail.com

Ship To 315 Sterling Street, Sedro-Woolley, WA 98284

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

City Contact Leo Jacobs Phone 360-855-1884 Email ljacobs@ci.sedro-woolley.wa.us
Solid Waste/Fleet

City Department Supervisor Budget (BARS) No. 594.42.64.000.501

DESCRIPTION OF PRODUCT

(One) Used 3 Ton 47 Inch Vibratory Compaction Roller as per City of Sedro-Woolley Request for Proposals dated March 10, 2015

COMPENSATION

Compensation for the product will be lump sum including 8.5% sales tax, **\$16,058.00**

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

By ASAP

In accordance with the attached schedule.

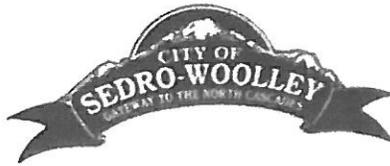
APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiburger, PE, Director of Public Works

Signature _____

Date _____



(One) Used 3 Ton 47 inch Vibratory Compaction Roller

BID PROPOSAL

Bids due by 2 pm, March 31, 2015

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to furnish the following per the specifications, F.O.B. City of Sedro Woolley: (One) used 3 Ton 47 inch Vibratory Compaction Roller

3 Ton Roller – Lump Sum: \$ 14,800.⁰⁰
 Sales Tax 8.5%: \$ ~~1285.⁰⁰~~ 1258.00 JR
 TOTAL: \$ 16058.⁰⁰

Manufactures Name, Model & Date of Manufacture Case DV202 6/2007 - 750 HRS

- Attach copy of equipment specifications.
- Prices include freight, all licenses, permits, fees etc. not otherwise specifically mentioned. Attach any clarifications or terms as appropriate.

BIDDER COMPANY NAME: Central Machinery Sales Inc.

ADDRESS: 1201 E. Yonereux Blvd.
Moses Lake WA 98837

TELEPHONE: 509-765-1257

EMAIL: puharp@hotmail.com

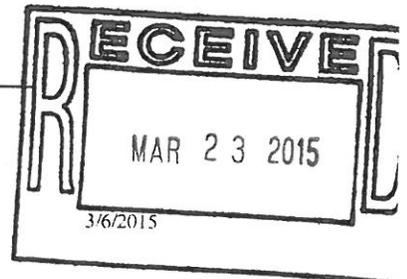
LICENSE NO. 601680624

CONTACT: Peter Harp

SIGNATURE: *Peter Harp*

Prompt Payment Discount (if applicable) 0 % _____ days, net 30.

Delivery 7 calendar days from receipt of purchase order at prices quoted.
3 Ton Roller BID SHEET



ENGINE

Make	Deutz
Type	D2011 L2 Tier III certified
Rated horsepower	31 hp (23 kW)
Fuel consumption	0.8 gal/hr (3 L/hr)

ELECTRICAL

Voltage	12 volts
Batteries	1
Amp hour	72
Cold cranking amps	640

STEERING

Pump type	Gear
Cylinders	1
Angle (left & right)	33°
Oscillation angle	10°
Inner turning radius	93.7 in (2.38 m)
Relief pressure	2537 PSI (17.5 MPA)

WEIGHT

Operating weight	5,950 lb (2700 kg)
Front drum weight	2,975 lb (1350 kg)
Rear drum weight	2,975 lb (1350 kg)
Front drum linear load	63 lb/in (11.3 kg/cm)
Rear drum linear load	63 lb/in (11.3 kg/cm)

TRAVEL

Drive	Hydrostatic
Variable displacement axial piston type drum drive pump	1
Hydraulic fixed displacement drum drive motors	2
Service brake	Hydrostatic
Parking/emergency brake	Multi-disc
Maximum relief pressure	5075 PSI (35 MPA)
Maximum working speed	4.7 mph (7.5 km/h)
Maximum travel speed	8.5 mph (13.6 km/h)
Gradeability (vibration off)	40%

VIBRATION

Hydraulic circuit type	Closed
Pump type	Gear
Fixed displacement hydraulic motor	2
Maximum relief pressure	3480 PSI (24 MPA)
Vibration	Eccentric
Frequency —	
Low	3180 vpm (53 Hz)
High	3720 vpm (62 Hz)
Rated amplitude	0.0185 in (0.47 mm)
Centrifugal force —	
Low	5,242 lbs (23.8 kN)
High	7,159 lbs (32.5 kN)
Dynamic linear load —	
Low	111 lbs/in (0.02 kN/mm)
High	152 lbs/in (0.03 kN/mm)
Watering system	Pressurized
Front tank capacity	14 gal (53 L)
Rear tank capacity	39.6 gal (150 L)
Tank type	Polyurethane

CAPACITIES

Fuel tank	15.9 gal (60 L)
Engine oil	1.7 gal (6.5 L)
Hydraulic reservoir	10 gal (38 L)
Vibration system (each)	0.48 gal (1.8 L)

OPERATORS COMPARTMENT

Insulated from chassis by flexible shock absorbers, handrail, instrument panel anti-vandal guard, exceptional front/rear visibility, ROPS protection, single lever speed and direction control with vibration on/off control.

MAXIMUM COMPACTED LIFT THICKNESS

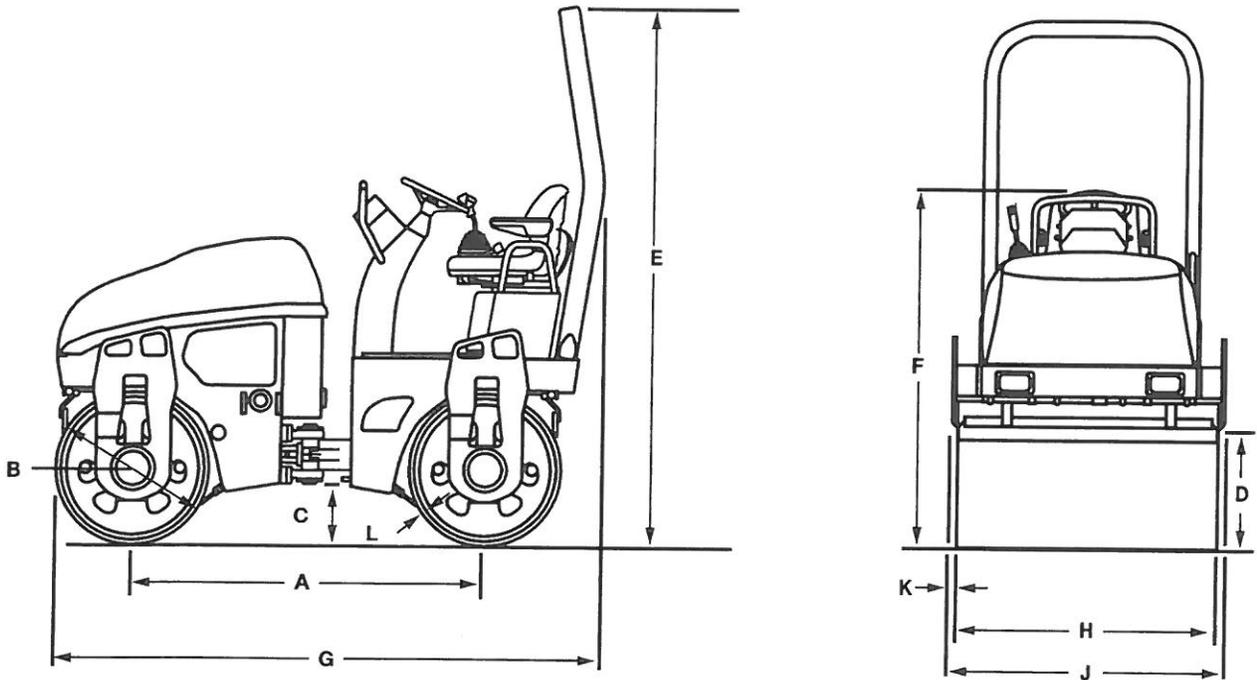
Sand/gravel	11.8 in (300 mm)
Mixed soils	7.9 in (200 mm)
Asphalt	4.7 in (120 mm)

STANDARD EQUIPMENT

- Fixed ROPS
- Anti-vandal guard
- Hydrostatic drive for both drums
- Dual vibration
- Front/dual drum vibration control
- Auto vibration stop in neutral
- Articulated chassis
- Hydraulic oil cooler
- Backup alarm
- 2 in (51 mm) retractable seat belt
- Fixed suspension seat with foldable arms
- Pressurized water system
- Machined tapered edge drums
- Vulcollon scrapers, adjustable
- 2-stage water filtration
- Master disconnect switch
- Horn
- Hourmeter
- Emergency stop button
- 4-point lift and tie down provision
- Watering system drains
- Electric fuse protection
- Steering wheel spinner knob
- Spin-on fuel, engine oil and hydraulic filters
- Tool box
- Flip open hood
- Indicator lights
 - Battery
 - Engine oil pressure
 - Intake preheater
 - Engine temperature
 - Parking brake
 - Vibration ON/OFF
 - Sprinkler system ON/OFF

OPTIONAL EQUIPMENT

- Rotating beacon
- Halogen work lights
- Foldable ROPS
- 3 in (76 mm) retractable seat belt
- Sunshade for fixed ROPS
- Brake release



DIMENSIONS

A. Wheelbase	67.6 in (1716 mm)
B. Drum diameter	29 in (740 mm)
C. Ground clearance	12 in (310 mm)
D. Curb clearance	23 in (590 mm)
E. Overall height	105 in (2680 mm)
F. Folded ROPS height	72 in (1825 mm)
G. Overall length	104 in (2640 mm)
H. Drum width	47.2 in (1200 mm)
J. Overall width	50.8 in (1290 mm)
K. Frame extensions	1.8 in (45 mm)
L. Drum thickness	0.5 in (12 mm)

NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Construction Equipment Inc. does not warrant the safety or reliability of attachments from other manufacturers.

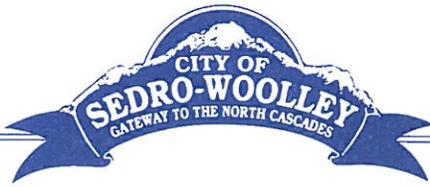
Case is a registered trademark of CNH America LLC. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH America LLC, are the property of those respective companies.



www.casece.com

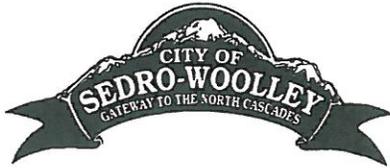
APR 08 2015

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

APR 08 2015

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

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: April 8, 2015

Subject: Public meeting to decide whether the City will initiate the annexation of approximately 230 acres located on the Northern State Property and five residential parcels adjacent to said property, located northeast of Fruitdale Road and north of SR 20.

ISSUE

The State Department of Enterprise Services has submitted a letter of intent to the City to annex approximately 225 acres of property known as the Northern State Hospital Campus, (referred to in this document as Northern State) that is currently located within the City's Urban Growth Area (UGA). The parcels that comprise this area are: P39356, P100632, P38607, and P100646. In addition to the Northern State property, five single-family residential parcels are proposed to be included within the annexation area: P39359, P39343, P39341, P39340, and P39353. These five parcels are approximately five acres in area.

PROJECT DESCRIPTION / HISTORY

A letter of intent to annex has been submitted to the City of Sedro-Woolley Planning Department to annex approximately 225 acres within the City's Urban Growth Area (UGA). On March 25, 2015 staff appeared before the City Council and requested that a public meeting date be set for this evening.

If the City Council votes to proceed with the annexation, the boundaries, initial zoning, and bonded indebtedness for the annexation area needs to be decided. Staff recommends that the boundary of the annexation area remain as presented in the attached legal description and map labeled Exhibit B (Map and Legal Description of Modified Annexation Area). The proposed annexation area has been geographically modified to include five residential parcels (P39359, P39343, P39341, P39340 and P39353). These five residential parcels have been included in order to avoid abnormally irregular boundaries that would result in an island of unincorporated area. Staff recommends that the initial zoning remain Public (P) for the Northern State Property and Residential - 5 (R-5) as it is currently identified in the City Comprehensive Plan and Zoning Maps. Finally, staff recommends that this area assume the bonded indebtedness that any other property within the City is subject to.

The attached Resolution was drafted by staff in the event that City Council decides to initiate the annexation. The Resolution includes the staff recommendations regarding the annexation boundary, initial zoning and bonded indebtedness.

The proposed annexation area is described within the legal description attached to the Resolution, and is shown on the map which is also attached to the Resolution (Exhibit B). Generally speaking, the area is located northeast of Fruitdale Road and north of SR 20.

The property owner, State of Washington, is represented by the Department of Enterprise Services and is the responsible party which signed the Letter of Intent to annex.

ATTACHMENT

Attachment 1 – Resolution

REQUESTED ACTION

Make a motion to approve Resolution No. _____ approving annexation boundaries, zoning and assume the bonded indebtedness.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
ACCEPTING A PROPOSED ANNEXATION PETITION FOR APPROXIMATELY 230
ACRES LOCATED NORTHEAST OF THE CITY OF SEDRO-WOOLLEY'S CITY
LIMITS, NORTH OF SR 20 AND EAST OF FRUITDALE ROAD WITHIN THE
SEDRO-WOOLLEY URBAN GROWTH AREA, WASHINGTON.**

WHEREAS, pursuant to RCW 35A.14.120, the owners of more than ten (10) percent of the area of that property described in the attached Exhibit "A" (Northern State Property Map and Legal Description) have filed with the City Council a notice of intent to commence annexation proceedings of the property to the City of Sedro-Woolley; and

WHEREAS, on April 8, 2015, the City Council held a public meeting with the property owner's representative present to determine if the City would accept the proposed annexation; if the City would require the assumption of existing City indebtedness by the area to be annexed; and if the City would require the simultaneous adoption of a zoning designation for the area to be annexed; and

WHEREAS, at the public meeting, the City Council determined that the City will accept the proposed annexation petition, and in addition to the area requested under the letter of intent to commence annexation, City Council accepts staff's proposal to geographically modify the proposed annexation area to include five additional parcels in order to prevent abnormally irregular boundaries that would result in an island of unincorporated area as described in the attached Exhibit "B" (Map and Legal Description of Modified Annexation Area); and

WHEREAS, the City Council further determined at the public meeting that the City will require the Modified Annexation Area to assume its proportionate share of voter-approved bonded indebtedness that existed as of the effective date of annexation; and

WHEREAS, the Council further determined at the public meeting that the area to be annexed is included within the City's Comprehensive Plan, and that no modifications to that Plan are necessitated by the proposed annexation; and the proposed annexation will require a consistent zone designation of Public (P) and Residential 5 (R-5), Exhibit "C" (Proposed Annexation Area Zoning Map); and

WHEREAS, it is further deemed advisable to record the decisions reached by the Council through the adoption of this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY:

- 1) That the City of Sedro-Woolley will accept the petition for the proposed annexation and accepts the geographically modified area as described in Exhibit "B"; and,

BE IT FURTHER RESOLVED

- 2) That the above described parcels should be annexed into the City under the zoning designation of Public (P) and Residential 5 (R-5), to be consistent with the Comprehensive Plan designation of Public (P) and R-5.
- 3) That the City will require the Annexation Area to be annexed to assume its proportionate share of voter-approved bonded indebtedness that existed as of the effective date of annexation.
- 4) That prior to approval of the proposed annexation, applicant shall submit to the City an annexation petition representing no less than 60% of the assessed valuation of the proposed annexation area.

ADOPTED by the City Council of the City of Sedro-Woolley, Washington, and APPROVED by its Mayor, at a regularly scheduled meeting held on the 8th day of April, 2015.

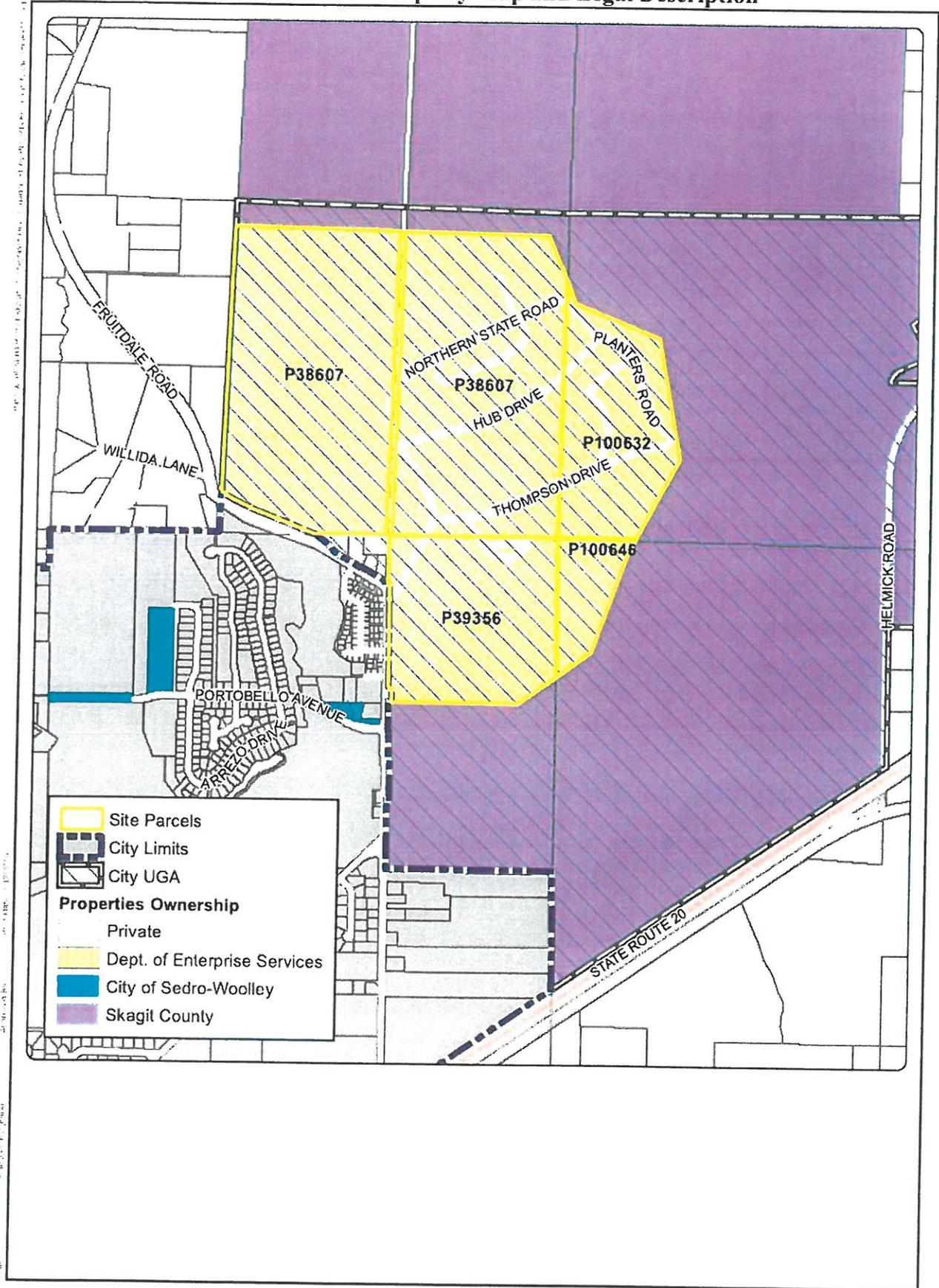
MIKE ANDERSON, Mayor

PATSY NELSON, Finance Director

Approved as to form:

ERON BERG, City Attorney

EXHIBIT A Northern State Property Map and Legal Description



Legal Description for State Owned Properties

Below are legal descriptions of the four parcels owned by Washington State which are proposed for annexation into the City of Sedro Woolley. The total acreage of the subject State owned property is approximately 225 acres. The individual parcels, County identification number, and legal description for each individual parcels are described below. Please note that Parcel A (P38607) is divided by an unutilized right of way and therefore is in two portions.

Parcel A

County I.D. No. P38607

Legal Description: The Southeast quarter of Section 7, Township 35 North, Range 5 East W.M., except Fruitdale Road right-of-way; and except those portions conveyed to Skagit County by deeds recorded in Auditor's File Number 57468 and 76047; and except the following described tract:

Beginning at the Northwest corner of the Southeast quarter of said Section 7; thence South $00^{\circ} 04' 25''$ East along the West line thereof, a distance of 185.73 feet; thence North $89^{\circ} 15' 09''$ East parallel with the North line of said Southeast quarter, a distance of 2495.10 feet; thence South $25^{\circ} 05' 55''$ East, a distance of 369.74 feet to the East line of said Southeast quarter; thence North $01^{\circ} 08' 29''$ East along said East line, a distance of 522.58 feet to the Northeast corner of said Southeast quarter; thence South $89^{\circ} 15' 09''$ West along the North line of said Southeast quarter, a distance of 2641.77 feet to the point of beginning.

Parcel B

County I.D. No. P39356

Legal Description: The Northeast quarter of the Northeast quarter of Section 18 Township 35 North, Range 5 East, W.M., except Fruitdale Road right-of-way; and except that portion conveyed to Skagit County by indenture from Wolverine Co. dated December 5, 1905 recorded in Auditor's File Number 57468; and except the following described tract:

Beginning at the Southeast corner of the Northeast quarter of the Northeast quarter of said Section; thence North $02^{\circ} 08' 34''$ West along the East line thereof, a distance of 210.91 feet; thence South $52^{\circ} 41' 23''$ West, a distance of 362.08 feet to the South line of said subdivision; thence North $88^{\circ} 18' 58''$ East along said South line a distance of 296.00 feet to the point of beginning.

Parcel C

County I.D. No. P100646

Legal Description: That portion of the Northwest quarter of the Northwest quarter of Section 17, Township 35 North, Range 5 East, W.M. described as follows:

Beginning at the Northwest corner of said section thence North $88^{\circ} 48' 38''$ East along the North line thereof, a distance of 631.25 feet; thence South $26^{\circ} 40' 32''$ West a distance of 144.00 feet; thence South $17^{\circ} 34' 00''$ West a distance of 820.90 feet; thence South $52^{\circ} 41'$

23" West a distance of 348.52 feet to the West line of said Northwest quarter; thence North 02° 08' 03" West along the West line thereof a distance of 1110.21 feet to the point of beginning.

Parcel D

County I.D. No. P100632

Legal Description: That portion of the Southwest quarter of Section 8, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Southwest quarter of said section; thence North 01° 08' 29" West along the West line thereof, a distance of 2050.26 feet; thence South 25° 05' 55" East, a distance of 214.12 feet; thence South 70° 21' 59" East a distance of 736.86 feet; thence South 12° 40' 09" East, distance of 970.53 feet; thence South 26° 40' 32" West a distance of 725.59 feet to the South line of said section 8; thence South 88° 48' 37" West along said South line a distance of 631.15 feet to the Point of Beginning

EXHIBIT B
Map and Legal Description of Modified Annexation Area



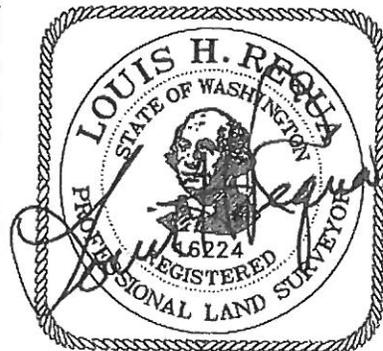
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION
FOR
THE CITY OF SEDRO-WOOLLEY OF A
TRACT OF LAND TO BE ANNEXED INTO THE CITY OF SEDRO-WOOLLEY

February 27, 2015

Those portions of the SE1/4 of Section 7; the NE1/4 of Section 18; the NW1/4 of the NW1/4 of Section 17; the SW1/4 of Section 8; all in Township 35 North, Range 5 East, W.M. described as follows:

Commencing at the NW corner of the SE1/4 of said Section 7; thence S 00°04'25"E along the west line thereof, a distance of 185.73 feet to the Point of Beginning of this description; thence N 89°15'09"E parallel with the north line of said SE1/4, a distance of 2495.09 feet; thence S 25°05'55"E, a distance of 583.86 feet; thence S 70°21'59"E, a distance of 736.86 feet; thence S 12°40'09"E, a distance of 970.53 feet; thence S 26°40'32"W, a distance of 869.59 feet; thence S 17°34'00"W, a distance of 820.90 feet; thence S 52°41'23"W, a distance of 710.60 feet; thence S 88°18'58"W, a distance of 1009.82 feet to the east marginal line of Fruitdale Road and the current easterly boundary of the City of Sedro-Woolley; thence N 02°07'14"W along said east marginal line of said road and current city limit line, a distance of 100.86 feet; thence N 48°18'14"W, a distance of 32.43 feet; thence N 02°28'45"W, a distance of 801.11 feet; thence N 61°16'58"W, a distance of 13.49 feet to the west line of the NE1/4 of the NE1/4 of said Section 18, thence in a northwesterly direction along the north marginal line of Fruitdale Road as conveyed to Skagit County by deeds recorded under AF#502499; AF#57468; and that certain ten foot strip as dedicated to Skagit County lying in front of and adjacent to Lots "A" and "B" of Skagit County Short Plat No. 7-80, recorded under AF# 8005020016, records of Skagit County, WA; and also the northwesterly line of the current city limits line of Sedro-Woolley, to an intersection with the south line of said Section 7; thence N 72°51'14"W, a distance of 474.93 feet to a curve to the right having a radius of 1463.82 feet; thence westerly along said curve through a central angle of 11°29'04", an arc distance of 293.41 feet to the west line of the SE1/4 of said Section 7; thence N 00°04'25"W, a distance of 2109.49 feet to the point of beginning of this description.



2-27-2015

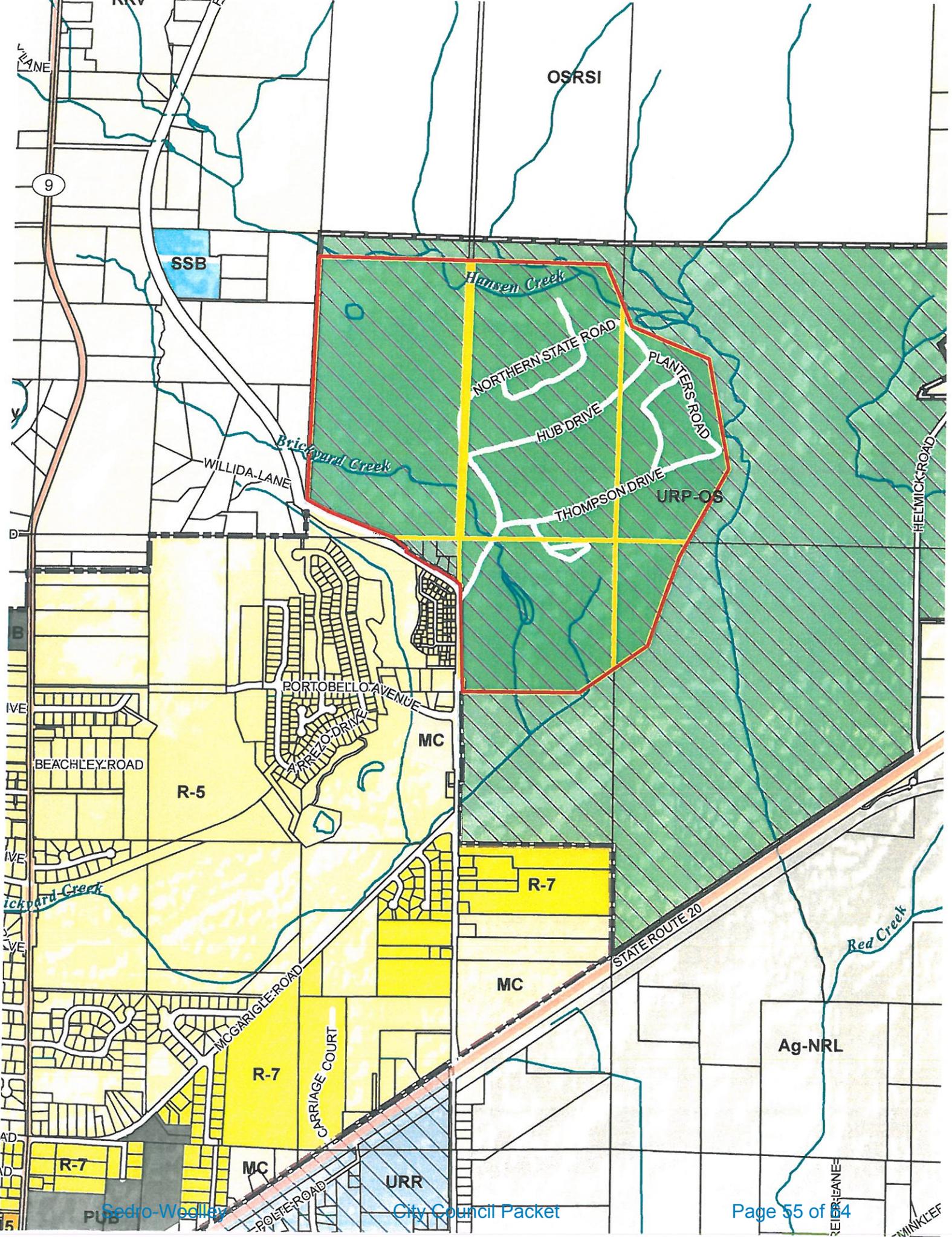
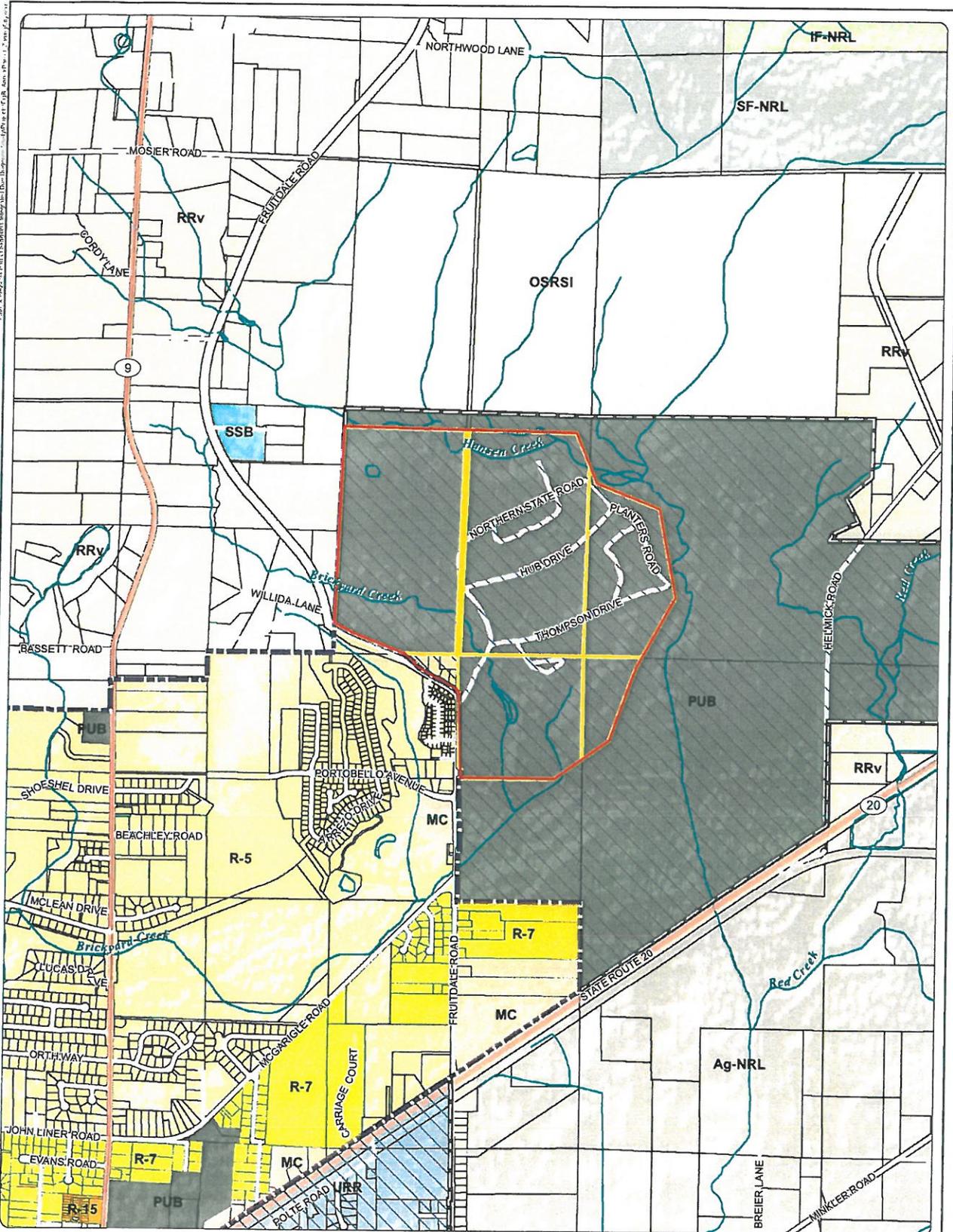


EXHIBIT C Proposed Annexation Area Zoning Map

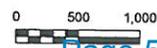


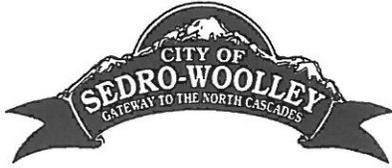
Source: Digital elevation model obtained from USGS; parcels, county zoning, and roads obtained from Skagit County; city limits, UGA, and City zoning obtained from City of Sedro-Woolley.

Notes:
UGA = urban growth area

- | | |
|--|--|
| <ul style="list-style-type: none"> Site Parcels Proposed Annexation Parcel Boundaries City Limits City UGA <p>SEDRO-WOOLLEY ZONING</p> <ul style="list-style-type: none"> [R-5] Residential-5 [R-7] Residential-7 [R-15] Residential-15 [PUB] Public [MC] Mixed Commercial | <p>SKAGIT COUNTY ZONING</p> <ul style="list-style-type: none"> [OSRSI] Public Open Space of Regional/Statewide Importance [RRv] Rural Reserve [Ag-NRL] Agricultural - NRL [IF-NRL] Industrial Forest - NRL [SF-NRL] Secondary Forest - NRL [PUB] Public [URR] Urban Reserve Residential [SSB] Small-Scale Business |
|--|--|

**Figure B
CITY ZONING**
Port of Skagit
Sedro-Woolley, Washington





APR 08 2015

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

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: April 8, 2015

Subject: Resolution to approve the City of Sedro-Woolley's collaboration with the Port of Skagit and Skagit County to prepare a subarea plan and Planned Action Environmental Impact Statement for the property referred to as the North Cascades Gateway Center.

ISSUE

In order to facilitate the redevelopment of the North Cascades Gateway Center and to ensure a thorough and robust public process, it is recommended that the City of Sedro-Woolley, together with the Port of Skagit and Skagit County (herein referred to as the "Partnership"), collaborate in the preparation of a subarea plan, and a Planned Action Environmental Impact Statement (EIS) to thoroughly study and review potential impacts and determine appropriate mitigation. The culmination of these processes will be reflected in a Planned Action ordinance.

PROJECT DESCRIPTION / HISTORY

On March 19, 2015 the City of Sedro-Woolley received a letter from the State Department of Enterprise Services indicating the Department of Enterprise Services' intent to petition for annexation approximately 225 acres of property formally known as the Northern State Hospital site. The annexation is just one of several processes required to facilitate the mixed use redevelopment of the property. Through prior planning processes a long term vision of the reuse of the property has evolved designed with the goal to increase the economic benefits of the property to the community. Additionally, Janicki BioEnergy has indicated a desire to develop a research and development campus at the site and will be significantly involved with the partnership to study and evaluate the potential redevelopment plans.

The planning process will evaluate alternatives for developing the property and these alternatives will be studied through the EIS. This public process will ultimately result in a preferred development option that will be adopted as a Subarea Plan and incorporated into the City's Comprehensive Plan. Amendments to the SWMC will be necessary to carry out the intent of the Subarea Plan.

Concurrent with the subarea planning process, the agencies will initiate a Planned Action Environmental Impact Statement in accordance with RCW 43.21.C.031 (2) and WAC 197-11-164. The purpose of which is to emphasize quality environmental review of early planning efforts and

early public input to shape decisions. The basic steps in designating planned action projects are to prepare an environmental impact statement (EIS), designate the planned action projects by ordinance, and review permit applications for consistency with the designated planned action. The intent is to provide more detailed environmental analysis during formulation of planning proposals, rather than at the project permit review stage.

The attached resolution expresses the City's intent to perform the aforementioned processes which will result in a thorough, inclusive and robust public process.

ATTACHMENT

Attachment 1 – Resolution

REQUESTED ACTION

Make a motion to approve Resolution No. _____ approving subarea and Planned Action EIS process.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON INITIATING THE COLLABORATIVE PROCESS INVOLVING THE PORT OF SKAGIT AND SKAGIT COUNTY, TO PREPARE A SUBAREA PLAN AND PLANNED ACTION ENVIRONMENTAL IMPACT STATEMENT FOR THE PROPERTY REFERRED TO AS THE NORTH CASCADES GATEWAY CENTER LOCATED NORTHEAST OF THE CITY OF SEDRO-WOOLLEY'S CITY LIMITS, NORTH OF SR 20 AND EAST OF FRUITDALE ROAD WITHIN THE SEDRO-WOOLLEY URBAN GROWTH AREA, WASHINGTON.

WHEREAS, on March 19, 2015, the State Department of Enterprise Services, representing the owner (State of Washington) of the Northern State Property, filed a Letter of Intent with the City to initiate the annexation of approximately 225 acres into the City. At the public meeting held on April 8, 2015, the City Council determined that the City will accept the proposed annexation petition, and will require the proposed annexation to be geographically modified from that proposed by the State to include five additional residential parcels totaling approximately five acres; and

WHEREAS, the City of Sedro-Woolley, the Port of Skagit and Skagit County are collaborating to assess the potential for redevelopment of the former Northern State Hospital site, now referred to as the North Cascades Gateway Center as illustrated in Exhibit A attached hereto (the "Planned Action Area"); and

WHEREAS, the City of Sedro-Woolley, the Port of Skagit and Skagit County have entered into an Interlocal Agreement to evaluate the potential for mixed use redevelopment of the former hospital campus. The following goals were stated in said agreement:

- Encourage private sector investment to create and sustain jobs
- Continue and promote public recreation use of Northern State
- Protect environmentally sensitive areas, in particular Hansen Creek
- Acknowledge and protect the historic significance of Northern State
- Acknowledge and respect Upper Skagit Indian Tribal Nation's interests; and

WHEREAS, the agencies have successfully obtained a grant from the State Department of Commerce to support a thorough and transparent public planning process that will result in a subarea plan to be adopted into the City of Sedro-Woolley's Comprehensive Plan that will embody future development plans for the property; and

WHEREAS, concurrent with the subarea planning process, the agencies will initiate a Planned Action Environmental Impact Statement in accordance with RCW 43.21.C.031(2) and WAC 197-11-164 the purpose of which is to emphasize quality environmental review of early planning efforts and early public input to shape decisions. The basic steps in designating planned action projects are to prepare an environmental impact statement (EIS), designate the planned action projects by ordinance, and review permit applications for consistency with the designated

planned action. The intent is to provide more detailed environmental analysis during formulation of planning proposals, rather than at the project permit review stage; and

WHEREAS, the Planned Action Ordinance is expected to encourage redevelopment and revitalization at the North Cascade Gateway Center and property owners and potential investors will be encouraged by the streamlined development process that takes place under the Planned Action; and

WHEREAS, the Planned Action EIS, which will study elements of the human and physical environment, will help the City identify impacts of development and specific mitigation measures in advance of development proposals. This level of study and detail will facilitate proposed development and will provide developers with the information that will be required to qualify as a Planned Action project; and

WHEREAS, Skagit County, for the purpose of review under the State Environmental Act (SEPA) and in accordance with WAC 197-11-942, has transferred Lead Agency Authority to the City of Sedro-Woolley prior to the finalization of annexation, to better facilitate the public process; and

WHEREAS, to ensure a robust and transparent public process, attached hereto as Exhibit B is a draft Public Participation Plan which outlines opportunities for public involvement at the various stages of the Annexation, Subarea Plan and the Planned Action EIS processes; and

WHEREAS, this resolution is intended to commence what will become a robust public process that will provide significant opportunities for public comment as outlined in the attached Public Participation Plan; and

WHEREAS, it is further deemed advisable to record the decisions reached by the Council through the adoption of this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY:

- 1) That the City of Sedro-Woolley will work collaboratively with the partnership agencies, the Port of Skagit and Skagit County; and
- 2) That the City of Sedro-Woolley will accept the transfer of SEPA Lead Agency Authority from Skagit County and thereafter intends to initiate planned action SEPA procedures; and
- 3) That the City Sedro-Woolley encourages a robust and inclusive public participation process and to that end has developed a preliminary draft public participation plan attached hereto; and
- 4) That the partnership has begun the identification of SEPA elements to be studied during the process; and
- 5) That the City of Sedro-Woolley, together with the partnering agencies, will ensure that the five goals listed above will be carried through the planning process and reflected in the final planning documents.

ADOPTED by the City Council of the City of Sedro-Woolley, Washington, and **APPROVED** by its Mayor, at a regularly scheduled meeting held on the __ day of _____, 2015.

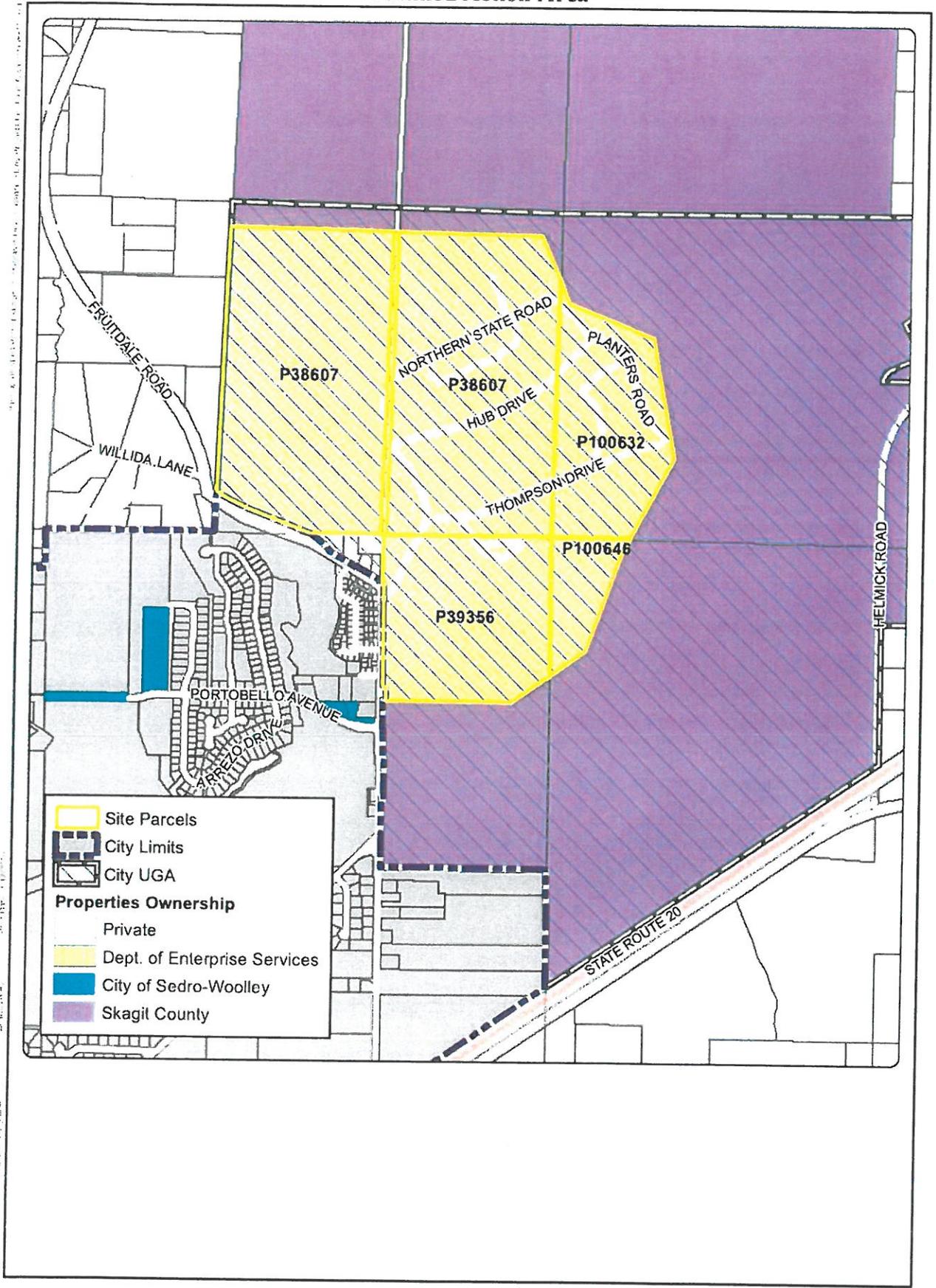
MIKE ANDERSON, Mayor

PATSY NELSON, Finance Director

Approved as to form:

ERON BERG, City Attorney

EXHIBIT A Planned Action Area



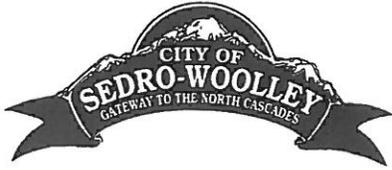


EXHIBIT B

Public Participation Opportunities – Northern State Hospital Annexation / Adaptive Re-use

The City of Sedro-Woolley, Port of Skagit and Skagit County have entered into a collaborative process to assess potential redevelopment opportunities at the former Northern State Hospital, now known as the North Cascades Gateway Center. The collaboration – formally referred to as the Adaptive Re-Use Study – began in 2014. The first community meeting was held June 5, 2014. A second community meeting was held September 25, 2014.

As a result of this planning process, potential redevelopment plans for the site have emerged. The visions for reuse of the property includes the adaptive reuse of the existing historically significant buildings (and appropriate new construction) within the main, historically significant campus core area. Potential uses within the defined core include facilities for research and development offices, training, education, hospitality and uses open to the general public such as museums, retail, restaurants, cafes and open space.

The following regulatory steps are necessary prior to redeveloping the property:

- Annexation of the subject property into the City of Sedro-Woolley;
- Subarea planning process;
- Preparation of a Planned Action Environmental Impact Statement (EIS) in conjunction with a subarea plan;
- Adoption of a subarea plan into the City Comprehensive Plan; and
- Adoption of a Planned Action ordinance.

Below is an outline of the public participation opportunities that are forthcoming:

Annexation:

- Public Meeting before the City Council to determine if the City should move forward with the annexation petition. **April 8, 2015**
 - Notice of meeting sent to all property owners within 500 feet of subject property, parties of record, agencies and tribe; published in local paper.
- Boundary Review Board review 45 days. Public comment opportunity.
- Public Hearing on Annexation before City Council to decide on annexation.
 - Notice of hearing sent to all property owners within 500 feet of subject property, parties of record, agencies and tribe; published in local paper. **Date to be determined**
- Concurrent with approval of annexation, a resolution detailing the planned action process for the subarea plan will be introduced to the City Council for consideration.

Subarea Plan and Planned Action EIS:

- Public Meeting with Planning Commission 3/17 to discuss subarea plan, planned action and EIS processes.

- Determination of Significance / Notice of Public Hearing on Scope of EIS. ***Date to be determined***
 - Notice of hearing sent to all property owners within 500 feet of subject property, parties of record, agencies and tribe; published in local paper. 30 day public comment period and public hearing.
- DEIS Notice of Availability – 30 day comment period with a Public Hearing during the 30 day comment period. ***Date to be determined***
 - Notice of hearing sent to all property owners within 500 feet of subject property, parties of record, agencies and tribe; published in local paper.
- Issuance of FEIS. ***Date to be determined***

Comprehensive Plan Amendment – Adoption of Subarea Plan and Planned Action Ordinance:

- Monthly updates at City Planning Commission meetings monthly to discuss updates to the EIS and subarea planning processes.
- Upon completion of SEPA process, a public hearing(s) will be held before the Planning Commission for recommendation to the City Council. ***Date to be determined***
- City Council will hold a public hearing and make a final decision on the Subarea Plan/Comp Plan amendment and will take action on the Planned Action Ordinance. ***Date to be determined***

Planning Commission meetings are held on the third Tuesday of each month. No agenda for future Planning Commission meetings has been set yet. Public is invited to participate at both hearings and written comment is encouraged throughout the process.

The project at Northern State and the planning processes, including reports and maps, involved with the annexation, EIS and subarea plan process will be made available on the City’s website and copies of information will be available at City Hall.

There will be several opportunities for the public to participate in the planning process. Through the public participation process, potential impacts of the proposal and opportunities for improvements to the proposal may be discovered. As a result, the proposal may be altered and/or refined.

How to Obtain More Information on the Project:

- Project Website - City of Sedro-Woolley’s Website, www.ci.sedro-woolley.wa.us, will host meeting notices and project updates.
- Notification List – to be included on the project notification list please provide your name and address and/or email address to John Colman.

For More Information or to Provide General Comments:

John Coleman, City of Sedro-Woolley, 360-855-0771
jcoleman@ci.sedro-woolley.wa.us