

Next Ord: 1815-15
Next Res: 915-15

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 22, 2015

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....3-40

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #181338 to #181432 plus EFT's in the amount of \$301,119.41
 - Payroll Checks #58524 to #58537 plus EFT's in the amount of \$225,645.45
- d. Possible Bid Award - Public Works Agreement No. 2015-PW-20 - 2015 Annual On-Call Plumbing Services
- e. Proposed Amendment No. 1 to the Interlocal Agreement with Skagit County Hospital District No. 1 to support the Safe Routes to Schools grant funded SR9 Bicycle/Pedestrian Lucas to Park Cottage Safe Routes to School Project
- f. Resolution 914-15 - SWPD Repeater Project
- g. Maintenance Agreement with State of Washington Dept. of Fish & Wildlife for Access Site (Boat Launch) on River Road
- h. Final Acceptance - Contract 2013-PW-01 SR20/Cook Road - Realignment and Extension Project - Strider Construction, Inc.

4. Public Comment.....41

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

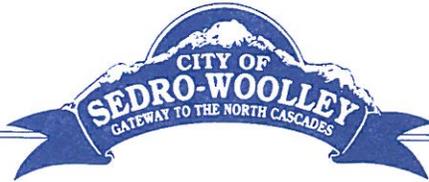
5. Report of Contracts approved under SWMC 2.104.060.....42

EXECUTIVE SESSION

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

APR 22 2015

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



DATE: April 22, 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 22, 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 22 2015

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
April 8, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker. Other: Jana Hanson, Consultant

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 (Including April 1, 2015 Work Session)
- 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
- Approval of SpyGlass Telecommunications Audit
- Possible Bid Award – Public Works Agreement No. 2015-PW-18 – 2015 Fencing Project
- Request for Approval of Conservation Grant Agreement – Puget Sound Energy Agreement No. C-14261
- Possible Contract Award – (One) Used 3 Ton 47 Inch Vibratory Compaction Roller – Central Machinery Sales Inc.

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

Special Presentations

Fire Department Retirement

Mayor Anderson, Fire Chief Klinger and the Volunteer Association officers presented Fire Captain Chet Griffith with a retirement plaque and thanked him for his 28 years of service. Griffith was given a standing ovation. Frank Wagner of the Sedro-Woolley Volunteer Fire Association presented Griffith with a gift of gratitude from the Association.

Police Department Oath of Office

Mayor Anderson administered the Oath of Office to Angela Wagenaar. Officer Wagenaar will start her service on April 20th. A round of applause was given for her.

Public Comment

No public comment.

PUBLIC HEARING

UNFINISHED BUSINESS

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.

City Supervisor/Attorney Berg noted partner representatives in the audience, Tim Halloran – Skagit County Administrator, Ann Sweeney –, Assistant to the Director of DES and Heather Haslip – Port of Skagit County. He noted tonight’s meeting is a public meeting. A public hearing will be held at a later date. Written comment may be submitted as early as tonight. He then turned the topic over to Planning Director Coleman.

Planning Director Coleman presented a power point presentation regarding the annexation request for the northern state area. The power point presentation highlighted the annexation boundaries and a step by step process for annexation. He noted the public hearing would be held at the end of the process. Coleman then requested Council action on the resolution in order to begin the process.

A short discussion ensued regarding clarification that tonight’s action is for annexation only not what may or may not happen on the property and the number of parcels and property owners involved.

Councilmember Wagoner moved to approve Resolution No. 912-15 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 Areas, Washington. Seconded by Councilmember Galbraith.

Councilmember Loy requested clarification on the public hearing process.

Motion carried (7-0).

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.

City Supervisor/Attorney Berg spoke on the proposed resolution for beginning the preparation of a subarea plan and planned action EIS. The purpose is to lay out a road map. Berg turned the topic over to Consultant, Jana Hanson for further presentation.

Jana Hanson reviewed the proposed resolution via a power point presentation and highlighted the recitals from the resolution. She noted the City of Sedro-Woolley, Skagit County and the Port of Skagit County have entered into an interlocal agreement. The agreement names the Port of Skagit as the administrator. Hanson then reviewed the subarea plan and planned action EIS process and timeline noting it is a complex process with a lot of steps.

Council discussion regarding a goal date for completion, responsibility for funding consultants and studies, significant partnership, unique process with planned action process and special attention to Hansen Creek and Brickyard Creek,

Councilmember Lemley moved to adopt Resolution No. 913-15, 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. Seconded by Councilmember Sandström.

A short discussion and explanation was held regarding bonded indebtedness.

Motion carried (7-0).

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Tucker – noted having hired 4 Officers within the last few months and stated Officer Wagonaar will be starting soon. There are also 3 Officers presently in the academy and they are gearing up for another hiring to replace Tom Lazon who will be retiring in June. Tucker reported having held a field lab for the Skagit Valley College Parks Academy on field sobriety testing. He also noted he will be extending an offer for the part-time police receptionist position.

Fire Chief Klinger – announced upcoming testing for both outside and resident volunteers on April 19th.

Public Works Director Freiberger – reported on attending the 2015 American Public Works Association Conference. He noted the City received the Project of the Year award for the SR20 Cook Road realignment and Extension project in the 5 – 25 Million category. Freiberger noted

that the award is quite an honor to receive. He also reported Skagit County received the award for their Fir Island Roundabout project in the up to 5 Million projects. Steven Gorcester, Executive Director of TIB accepted the award on behalf of the contractor. Freiberger reported on continued work on the Jameson Arterial, Greenstreet Sewer and Road Replacement and the Babe Ruth Ball Field projects.

Councilmember Lemley commended Freiberger for being the driving force and foresight on the projects and commended his efforts on behalf of the City.

Public Works Director Freiberger reported on the Skagit County Planning Commission meeting and their decision to implement collection of impact fees for the City of Sedro-Woolley. He noted the City has been working on this for years and he believes it to be a result of the renewed partnership between the City and County.

Planning Director Coleman – spoke on the City undergoing an analysis on type of developments within the UGA. He noted this will be reviewed under the buildable lands analysis which has begun. He also reported on a lot of building and interest in building going on.

City Supervisor/Attorney Berg – reported the updated Jail Report publication with the project continuing to be on schedule. Berg also pointed out the first Quality of Life mailer insert that was included with utility bills. He also addressed recent EMS conversations with things seeming to be moving forward. Also noted was the bid opening on the repeater project. He noted the total cost is coming in at \$165,000 due to the need of using fiber optics. Berg received Council consensus to move forward and he will bring a budget amendment to Council in near future for addition funding.

Finance Director Nelson -- reported on a class she attended sponsored by our software provider on the annual report. She also said the department continues to be busy, Teresa providing support to the Civil Service process and Serena has been busy on collections.

Councilmember Lemley – announced the upcoming Woodfest to be held Saturday and Sunday at Cascade Middle School.

Councilmember Galbraith – noted he has been on the Council for long time and noted his excitement on the three agencies working together for a common goal. He also welcomed Jana on board for her help with the project.

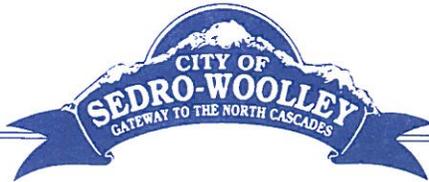
Councilmember Kornegay – Noted April is Sexual Assault Awareness month and announced an upcoming documentary on the topic to be held at the Lincoln Theatre.

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

The meeting adjourned at 8:06 P.M.

APR 22 2015

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



DATE: April 22, 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 22, 2015.

Motion to approve Claim Checks #181338 to #181432 plus EFT's in the amount of \$301,119.41.

Motion to approve Payroll Checks #58524 to #58537 plus EFT's in the amount of \$225,645.45.

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

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

04/09/2015 To: 04/22/2015

Time: 11:51:11 Date: 04/17/2015
Page: 1

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2515	04/22/2015	Claims	2	EFT US Bank -- Purchase Cards	4,563.04	
		001 - 518 20 32 000 - Auto Fuel			39.99	
		001 - 518 20 32 000 - Auto Fuel			34.65	
		001 - 518 80 35 000 - Small Tools/Minor Equip			48.81	
		001 - 518 80 42 021 - Internet Services			107.88	
		001 - 521 10 41 000 - Professional Services			8.98	
		001 - 521 20 26 000 - Uniforms/Accessories			139.98	
		001 - 521 20 26 000 - Uniforms/Accessories			98.98	
		001 - 521 20 31 010 - Printing/Publications			24.99	
		001 - 521 20 32 000 - Auto Fuel			116.53	
		001 - 521 20 32 000 - Auto Fuel			47.92	
		001 - 521 20 42 010 - Postage			29.63	
		001 - 521 40 43 000 - Travel			123.55	
		001 - 521 40 43 000 - Travel			110.49	
		001 - 522 45 43 000 - Travel & Meals			34.65	
		001 - 523 20 31 000 - Office/Operating Supplies			41.64	
		001 - 524 20 43 000 - Travel/Meals			456.30	
		425 - 531 50 31 000 - Operating Supplies			385.58	
		401 - 535 80 43 000 - Meals/Travel			28.95	
		401 - 535 80 43 000 - Meals/Travel			45.48	
		401 - 535 80 49 030 - Misc-Tuition/Registration			85.00	
		412 - 537 60 47 000 - Solid Waste Disposal			447.00	
		412 - 537 80 31 010 - Office Supplies			24.41	
		103 - 542 30 43 000 - Travel			30.95	
		105 - 572 20 31 010 - Supplies			31.42	
		105 - 572 20 34 001 - Early Literacy Program			43.37	
		105 - 572 20 34 001 - Early Literacy Program			81.48	
		105 - 572 20 34 001 - Early Literacy Program			76.13	
		105 - 572 20 49 010 - Tuition/registration			20.00	
		001 - 594 21 64 000 - Machinery & Equipment			405.01	
		105 - 594 72 64 000 - Books & Materials			501.28	
		105 - 594 72 64 000 - Books & Materials			33.18	
		105 - 594 72 64 000 - Books & Materials			38.17	
		001 - 595 10 43 000 - Travel			375.66	
		001 - 595 10 49 010 - Tuition/Registration			445.00	
2516	04/22/2015	Claims	2	EFT WA State Dept Of Revenue	12,053.37	
		401 - 535 80 44 010 - Taxes & Assessments			5,590.98	
		102 - 536 20 44 010 - Taxes And Assessments			562.57	
		412 - 537 80 44 001 - Taxes & Assessments			5,799.39	
		105 - 572 20 44 010 - Taxes & Assessments			12.92	
		101 - 576 80 44 010 - Taxes And Assessments			70.43	
		001 - 594 21 64 000 - Machinery & Equipment			17.08	
2517	04/22/2015	Claims	2	181338 AT & T	179.86	
		001 - 514 23 42 020 - Telephone			17.99	
		001 - 515 30 42 001 - Telephone			1.80	
		001 - 521 20 42 020 - Telephone			66.55	
		001 - 522 20 42 020 - Telephone			41.37	
		001 - 524 20 42 020 - Telephone			1.80	
		401 - 535 80 42 020 - Telephone			5.39	
		001 - 558 60 42 020 - Telephone			10.79	
		105 - 572 20 42 020 - Telephone			12.59	
		001 - 595 10 42 020 - Telephone			21.58	
2518	04/22/2015	Claims	2	181339 ATV Signs	156.24	
		001 - 595 10 31 001 - Address & Street Signs-Reiml			156.24	
2519	04/22/2015	Claims	2	181340 Allelujah Business Systems	19.29	
		103 - 542 64 31 002 - Traffic Signal Supplies			19.29	
2520	04/22/2015	Claims	2	181341 Alpine Fire & Safety	1,780.87	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 50 48 000 -		Maintenance Contracts	714.42	
			102 - 536 20 35 010 -		Safety Equipment	43.40	
			103 - 542 30 35 010 -		Safety Equipment	751.91	
			101 - 576 80 48 004 -		Community Center	21.70	
			101 - 576 80 48 005 -		Senior Center	63.85	
			101 - 576 80 48 016 -		City Hall	185.59	
2521	04/22/2015	Claims	2	181342	Andgar		168.18
			101 - 576 80 48 004 -		Community Center	168.18	
2522	04/22/2015	Claims	2	181343	Aramark Uniform Services		29.61
			401 - 535 80 49 000 -		Laundry	7.82	
			401 - 535 80 49 000 -		Laundry	10.46	
			103 - 542 30 49 000 -		Misc-Laundry	4.61	
			103 - 542 30 49 000 -		Misc-Laundry	6.72	
2523	04/22/2015	Claims	2	181344	Assoc Petroleum Products		3,398.86
			001 - 518 20 32 000 -		Auto Fuel	48.30	
			001 - 521 20 32 000 -		Auto Fuel	1,029.74	
			001 - 523 20 32 000 -		Auto Fuel	44.75	
			425 - 531 50 32 000 -		Vehicle Fuel	112.58	
			401 - 535 80 32 000 -		Auto Fuel/Diesel	36.77	
			412 - 537 80 32 000 -		Auto Fuel/Diesel	1,094.41	
			412 - 537 80 32 000 -		Auto Fuel/Diesel	56.25	
			412 - 537 80 32 000 -		Auto Fuel/Diesel	119.57	
			412 - 537 80 32 000 -		Auto Fuel/Diesel	1.09	
			103 - 542 30 32 000 -		Auto Fuel/Diesel	122.33	
			103 - 542 30 32 000 -		Auto Fuel/Diesel	295.86	
			103 - 542 30 32 000 -		Auto Fuel/Diesel	167.36	
			101 - 576 80 32 000 -		Auto Fuel/Diesel	258.52	
			101 - 576 80 32 000 -		Auto Fuel/Diesel	11.33	
2524	04/22/2015	Claims	2	181345	Association Of WA Cities		3,091.98
			001 - 521 20 27 000 -		Retired Medical	3,091.98	
2525	04/22/2015	Claims	2	181346	Bay City Supply		129.51
			101 - 576 80 31 006 -		Operating Sup - City Hall	129.51	
2526	04/22/2015	Claims	2	181347	Berg Vault Company		1,745.00
			102 - 536 20 34 000 -		Liners	1,745.00	
2527	04/22/2015	Claims	2	181348	Bioscience Inc		575.00
			401 - 535 50 48 010 -		Maintenance Of Lines	575.00	
2528	04/22/2015	Claims	2	181349	Blumenthal Uniform & Equip		38.90
			001 - 521 20 26 000 -		Uniforms/Accessories	38.90	
2529	04/22/2015	Claims	2	181350	Bonner Electrical Contracting LLC		5,516.51
			101 - 576 80 48 004 -		Community Center	687.08	
			101 - 576 80 48 005 -		Senior Center	540.61	
			101 - 576 80 48 009 -		Hammer Square	660.48	
			101 - 576 80 48 016 -		City Hall	863.77	
			001 - 594 21 64 000 -		Machinery & Equipment	1,592.18	
			101 - 594 76 31 000 -		Buildings & Structures	1,172.39	
2530	04/22/2015	Claims	2	181351	Cabling Dynamix		896.28
			001 - 594 21 64 000 -		Machinery & Equipment	896.28	
2531	04/22/2015	Claims	2	181352	Cascade Natural Gas Corp		2,451.72
			001 - 521 20 47 000 -		Public Utilities	35.88	
			001 - 522 50 47 000 -		Public Utilities	247.26	
			401 - 535 80 47 000 -		Public Utilities	130.91	
			412 - 537 80 47 000 -		Public Utilities	326.14	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 47 000		Public Utilities	10.60	
			103 - 542 63 47 000		Public Utilities	19.87	
			105 - 572 20 47 000		Public Utilities	93.52	
			101 - 576 80 47 010		Community Center	80.38	
			101 - 576 80 47 020		Senior Center	191.64	
			101 - 576 80 47 050		Hammer Square	49.04	
			101 - 576 80 47 052		Bingham Caretaker	46.36	
			101 - 576 80 47 052		Bingham Caretaker	62.18	
			101 - 576 80 47 070		City Hall	1,157.94	
2532	04/22/2015	Claims	2	181353	Catapult Heavy Construction	482.83	
			103 - 542 64 31 002		Traffic Signal Supplies	482.83	
2533	04/22/2015	Claims	2	181354	Chemsearch	202.64	
			401 - 535 80 31 010		Operating Supplies	202.64	
2534	04/22/2015	Claims	2	181355	Code Publishing Inc	350.00	
			001 - 511 30 34 000		Code Book	350.00	
2535	04/22/2015	Claims	2	181356	Columbia Ford	34,877.29	
			501 - 594 21 64 501		Vehicles - Police	35,077.29	
			501 - 594 21 64 501		Vehicles - Police	-200.00	
2536	04/22/2015	Claims	2	181357	Commercial Fire Protection Inc	108.75	
			101 - 576 80 48 016		City Hall	108.75	
2537	04/22/2015	Claims	2	181358	Community Action Of Sk County	930.39	
			001 - 562 00 51 030		Skagit Comm Action Agency	930.39	
2538	04/22/2015	Claims	2	181359	Concrete Nor'west Inc	266.80	
			401 - 535 50 48 010		Maintenance Of Lines	266.80	
2539	04/22/2015	Claims	2	181360	Crystal Springs	39.16	
			401 - 535 80 31 010		Operating Supplies	39.16	
2540	04/22/2015	Claims	2	181361	Databar	2,395.38	
			425 - 531 50 42 010		Postage	95.81	
			401 - 535 80 42 015		Postage	1,557.00	
			412 - 537 80 42 010		Postage	742.57	
2541	04/22/2015	Claims	2	181362	Dwayne Lane's North Cascade Ford	1,661.39	
			001 - 521 20 48 010		Repair & Maint - Auto	983.02	
			001 - 521 20 48 010		Repair & Maint - Auto	632.20	
			001 - 521 20 48 010		Repair & Maint - Auto	46.17	
2542	04/22/2015	Claims	2	181363	Dykstra Farms LLC	360.00	
			412 - 537 60 47 020		Recycling - Yard Waste	360.00	
2543	04/22/2015	Claims	2	181364	E & E Lumber	1,715.82	
			401 - 535 50 48 010		Maintenance Of Lines	22.39	
			401 - 535 80 31 010		Operating Supplies	2.63	
			103 - 542 30 31 000		Operating Supplies	16.92	
			103 - 542 30 31 000		Operating Supplies	379.32	
			103 - 542 30 31 000		Operating Supplies	60.10	
			101 - 576 80 31 001		Operating Sup - Riverfront	20.39	
			101 - 576 80 35 010		Safety Equipment	17.33	
			101 - 576 80 48 001		Riverfront	1,093.24	
			101 - 576 80 48 002		RV Park	73.78	
			101 - 576 80 48 003		Bingham Caretaker	27.53	
			101 - 576 80 48 009		Hammer Square	2.19	
2544	04/22/2015	Claims	2	181365	EC Power Systems Of Wash	25,738.37	
			001 - 594 21 64 001		SWPD Repeater Tower	25,738.37	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2545	04/22/2015	Claims	2	181366	Edge Analytical Inc	535.00	
					401 - 535 80 41 000 - Professional Services	488.00	
					401 - 535 80 41 000 - Professional Services	47.00	
2546	04/22/2015	Claims	2	181367	Emergency Medical Products Inc	282.50	
					001 - 521 20 31 002 - Office/Operating Supplies	282.50	
2547	04/22/2015	Claims	2	181368	Enterprise Office Systems	195.25	
					001 - 514 23 31 000 - Supplies	195.25	
2548	04/22/2015	Claims	2	181369	Enterprise Sales Inc.	16,136.12	
					412 - 537 80 34 000 - Containers	16,136.12	
2549	04/22/2015	Claims	2	181370	Fastenal Company	104.06	
					401 - 535 50 48 050 - Maint Of General Equip	19.63	
					412 - 537 80 31 000 - Operating Supplies	125.51	
					412 - 537 80 31 000 - Operating Supplies	-152.56	
					101 - 576 80 48 009 - Hammer Square	111.48	
2550	04/22/2015	Claims	2	181371	Frontier	673.35	
					001 - 512 50 42 020 - Telephone	38.46	
					001 - 513 10 42 020 - Telephone	57.69	
					001 - 514 23 42 020 - Telephone	57.69	
					001 - 515 30 42 001 - Telephone	25.64	
					001 - 518 80 42 020 - Telephone	19.23	
					001 - 521 20 42 020 - Telephone	192.60	
					001 - 522 20 42 020 - Telephone	70.51	
					001 - 524 20 42 020 - Telephone	19.23	
					401 - 535 80 42 020 - Telephone	51.28	
					412 - 537 80 42 020 - Telephone	25.64	
					103 - 542 30 42 020 - Telephone	6.41	
					001 - 558 60 42 020 - Telephone	19.23	
					105 - 572 20 42 020 - Telephone	32.05	
					101 - 576 80 42 020 - Telephone	12.82	
					001 - 595 10 42 020 - Telephone	44.87	
2551	04/22/2015	Claims	2	181372	G.W. Inc. Law Enforcement & Safety Eq.	733.46	
					001 - 594 21 64 000 - Machinery & Equipment	1,818.46	
					001 - 594 21 64 000 - Machinery & Equipment	-1,085.00	
2552	04/22/2015	Claims	2	181373	Gall's LLC	206.13	
					001 - 521 20 26 000 - Uniforms/Accessories	206.13	
2553	04/22/2015	Claims	2	181374	Griffing Medical Associates P.S.	675.00	
					401 - 535 80 49 030 - Misc-Tuition/Registration	675.00	
2554	04/22/2015	Claims	2	181375	Guardian NW Title & Escrow	268.50	
					425 - 531 50 41 000 - Professional Services	268.50	
2555	04/22/2015	Claims	2	181376	Guardian Security	1,185.00	
					001 - 521 20 41 001 - Professional Services	210.00	
					001 - 522 50 49 050 - Fire/Theft Protection	165.00	
					401 - 535 80 31 010 - Operating Supplies	210.00	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	165.00	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	165.00	
					101 - 576 80 31 006 - Operating Sup - City Hall	270.00	
2556	04/22/2015	Claims	2	181377	Patrick Hayden	2,500.00	
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
2557	04/22/2015	Claims	2	181378	Honey Bucket	75.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2558	04/22/2015	Claims	2	181379	Humane Society Of Skagit	116.00	
					001 - 521 20 41 021 - Humane Society	116.00	
2559	04/22/2015	Claims	2	181380	Ingram Library Services	273.36	
					105 - 594 72 64 000 - Books & Materials	187.80	
					105 - 594 72 64 000 - Books & Materials	23.99	
					105 - 594 72 64 000 - Books & Materials	8.46	
					105 - 594 72 64 000 - Books & Materials	53.11	
2560	04/22/2015	Claims	2	181381	Ronald John	128.00	
					001 - 521 20 27 000 - Retired Medical	128.00	
2561	04/22/2015	Claims	2	181382	Kesselring Tactical Supply	1,622.08	
					001 - 521 20 31 015 - Ammunition	324.42	
					001 - 521 20 31 015 - Ammunition	1,297.66	
2562	04/22/2015	Claims	2	181383	Lithtex NW	176.17	
					001 - 512 50 31 000 - Supplies	176.17	
2563	04/22/2015	Claims	2	181384	Lochner	35,216.90	
					104 - 595 10 63 040 - Eng-SR9 Jameson	35,216.90	
2564	04/22/2015	Claims	2	181385	Martin Marietta Materials	4,596.46	
					401 - 535 50 48 010 - Maintenance Of Lines	241.79	
					401 - 535 50 48 010 - Maintenance Of Lines	177.18	
					103 - 542 30 48 000 - Repair/Maint-Streets	1,028.02	
					103 - 542 30 48 000 - Repair/Maint-Streets	1,636.43	
					103 - 542 30 48 000 - Repair/Maint-Streets	1,444.96	
					103 - 542 30 48 000 - Repair/Maint-Streets	68.08	
2565	04/22/2015	Claims	2	181386	William R McCann	3,000.00	
					001 - 515 93 41 000 - Indigent Defender	3,000.00	
2566	04/22/2015	Claims	2	181387	McNeill Polygraph & Inves	175.00	
					001 - 521 20 41 001 - Professional Services	175.00	
2567	04/22/2015	Claims	2	181388	Neofunds By Newpost	1,200.00	
					001 - 512 50 42 010 - Postage	172.30	
					001 - 514 23 42 010 - Postage	278.67	
					001 - 515 30 42 000 - Postage	3.65	
					001 - 521 20 42 010 - Postage	149.24	
					001 - 522 20 42 010 - Postage	3.18	
					001 - 522 20 42 010 - Postage	0.46	
					001 - 524 20 42 000 - Postage	15.41	
					425 - 531 50 31 000 - Operating Supplies	19.75	
					401 - 535 80 42 015 - Postage	256.76	
					102 - 536 20 42 010 - Postage	9.12	
					412 - 537 80 42 010 - Postage	118.51	
					001 - 558 60 42 010 - Postage	143.78	
					001 - 595 10 42 000 - Postage	29.17	
2568	04/22/2015	Claims	2	181389	North Cascade Institute	185.75	
					001 - 322 10 03 000 - Building Permits	-181.25	
					001 - 386 01 00 000 - Building Code Fees	-4.50	
2569	04/22/2015	Claims	2	181390	North Central Laboratories	317.47	
					401 - 535 80 31 010 - Operating Supplies	317.47	
2570	04/22/2015	Claims	2	181391	Oasys	1,118.67	
					001 - 514 23 45 000 - Operating Rentals/Leases	1,118.67	
2571	04/22/2015	Claims	2	181392	Oliver-Hammer Clothes	108.48	
					401 - 535 80 35 010 - Safety Equipment	108.48	
2572	04/22/2015	Claims	2	181393	Pacific Power Batteries	521.67	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 50 48 050		Maint Of General Equip	91.52	
			401 - 535 50 48 050		Maint Of General Equip	114.04	
			401 - 535 50 48 050		Maint Of General Equip	99.20	
			412 - 537 80 31 000		Operating Supplies	216.91	
2573	04/22/2015	Claims	2	181394	Pat Rimmer Tire Ctr Inc		52.08
			103 - 542 30 48 010		Repair/Maintenance-Equip	52.08	
2574	04/22/2015	Claims	2	181395	PeaceHealth United General		74.90
			001 - 523 60 51 000		Prisoners	74.90	
2575	04/22/2015	Claims	2	181396	Public Safety Testing		200.00
			001 - 521 20 49 010		Dues/Subscriptions	200.00	
2576	04/22/2015	Claims	2	181397	Public Utility Dis No1		1,275.68
			001 - 521 20 47 000		Public Utilities	23.35	
			401 - 535 80 47 000		Public Utilities	241.25	
			102 - 536 20 47 000		Public Utilities	50.18	
			412 - 537 80 47 000		Public Utilities	53.45	
			103 - 542 63 47 000		Public Utilities	49.62	
			105 - 572 20 47 000		Public Utilities	38.45	
			101 - 576 80 47 000		Riverfront	237.86	
			101 - 576 80 47 040		Train	23.35	
			101 - 576 80 47 050		Hammer Square	126.29	
			101 - 576 80 47 051		Bingham / Memorial	164.62	
			101 - 576 80 47 053		Other Utilities	41.95	
			101 - 576 80 47 070		City Hall	225.31	
2577	04/22/2015	Claims	2	181398	Quiring Monuments Inc		100.00
			102 - 536 20 34 000		Liners	100.00	
2578	04/22/2015	Claims	2	181399	Wayne Ramsey		400.00
			425 - 531 50 41 000		Professional Services	400.00	
2579	04/22/2015	Claims	2	181400	Rene's World		21.70
			001 - 521 20 26 000		Uniforms/Accessories	21.70	
2580	04/22/2015	Claims	2	181401	S & W Rock Products Inc		2,115.75
			101 - 576 80 48 001		Riverfront	813.75	
			101 - 576 80 48 013		Metcalf Park	1,302.00	
2581	04/22/2015	Claims	2	181402	Sedro-Woolley Auto Parts		351.40
			401 - 535 50 48 050		Maint Of General Equip	48.14	
			102 - 536 20 31 010		Operating Supplies	20.22	
			412 - 537 80 31 000		Operating Supplies	9.44	
			103 - 542 30 48 010		Repair/Maintenance-Equip	57.34	
			103 - 542 30 48 010		Repair/Maintenance-Equip	11.41	
			501 - 548 30 31 000		Operating Supplies	147.51	
			101 - 576 80 48 021		Equipment	57.34	
2582	04/22/2015	Claims	2	181403	Sjostrom Law Office		4,268.34
			001 - 515 30 41 000		Professional Services	120.00	
			001 - 515 30 41 000		Professional Services	72.00	
			425 - 531 50 31 000		Operating Supplies	163.05	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	2,649.62	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	1,263.67	
2583	04/22/2015	Claims	2	181404	Skagit CD		1,307.27
			425 - 531 50 41 002		Contracted Services	1,307.27	
2584	04/22/2015	Claims	2	181405	Skagit Co Dist Court		1,250.00
			001 - 512 50 51 000		Municipal Court Prob.	1,250.00	
2585	04/22/2015	Claims	2	181406	Skagit Co District Court		1,457.00

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 512 50 51 001		- District Court Surcharge	1,457.00	
2586	04/22/2015	Claims	2	181407	Skagit Co Public Works		41,572.11
			412 - 537 60 47 000		- Solid Waste Disposal	41,572.11	
2587	04/22/2015	Claims	2	181408	Skagit County Auditor		9,866.11
			001 - 514 90 51 000		- Voter Registration Costs	8,522.11	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	672.00	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	672.00	
2588	04/22/2015	Claims	2	181409	Skagit DV & SA Services		478.98
			001 - 565 50 51 000		- Sk Domestic Violence	478.98	
2589	04/22/2015	Claims	2	181410	Skagit Farmers Supply		767.04
			103 - 542 30 31 000		- Operating Supplies	460.53	
			101 - 576 80 31 002		- Operating Sup - RV Park	23.86	
			101 - 576 80 31 003		- Operating Sup - Parks Shop	22.77	
			101 - 576 80 48 001		- Riverfront	94.36	
			101 - 576 80 48 001		- Riverfront	79.19	
			111 - 594 21 64 111		- Kennel Improvements	86.33	
2590	04/22/2015	Claims	2	181411	Skagit Law Group, PLLC		5,719.48
			425 - 531 50 31 000		- Operating Supplies	31.16	
			425 - 531 50 31 000		- Operating Supplies	33.56	
			425 - 531 50 31 000		- Operating Supplies	20.97	
			425 - 531 50 31 000		- Operating Supplies	29.96	
			425 - 531 50 31 000		- Operating Supplies	28.40	
			425 - 531 50 31 000		- Operating Supplies	1.06	
			425 - 531 50 31 000		- Operating Supplies	12.00	
			425 - 531 50 31 000		- Operating Supplies	2.40	
			425 - 531 50 31 000		- Operating Supplies	38.53	
			425 - 531 50 31 000		- Operating Supplies	30.72	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	506.35	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	545.35	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	340.93	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	486.85	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	461.50	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	17.21	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	195.00	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	39.00	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	626.28	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	499.20	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	241.49	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	260.09	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	162.60	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	232.19	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	220.10	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	8.21	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	93.00	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	18.60	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	298.69	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	238.08	
2591	04/22/2015	Claims	2	181412	Skagit Publishing		76.26
			105 - 572 20 41 000		- Professional Services	76.26	
2592	04/22/2015	Claims	2	181413	Skagit Regional Clinics		85.00
			401 - 535 80 41 000		- Professional Services	85.00	
2593	04/22/2015	Claims	2	181414	Skagit Regional Health		5,544.88
			104 - 595 10 63 001		- Eng SR9 Bike Ped Lucas-Parl	5,544.88	
2594	04/22/2015	Claims	2	181415	Skagit Surveyors &		1,193.75
			401 - 594 35 63 000		- Engineering Services	1,193.75	

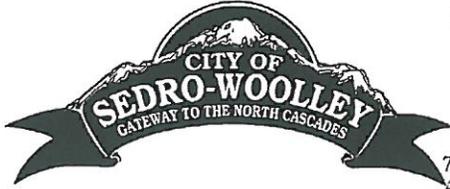
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2595	04/22/2015	Claims	2	181416	Sparkle Shop Laundries	143.12	
					001 - 521 20 26 010 - Uniform Cleaning	143.12	
2596	04/22/2015	Claims	2	181417	Staples Business Advantage	245.42	
					001 - 514 23 31 000 - Supplies	10.91	
					001 - 514 23 31 000 - Supplies	87.05	
					001 - 514 23 31 000 - Supplies	28.10	
					001 - 521 20 31 002 - Office/Operating Supplies	-79.01	
					001 - 521 20 31 002 - Office/Operating Supplies	55.13	
					001 - 521 20 31 002 - Office/Operating Supplies	14.96	
					001 - 521 20 31 002 - Office/Operating Supplies	5.72	
					001 - 521 20 31 002 - Office/Operating Supplies	50.34	
					001 - 521 20 31 002 - Office/Operating Supplies	72.22	
2597	04/22/2015	Claims	2	181418	Stiles & Stiles	3,050.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,950.00	
					001 - 521 20 41 001 - Professional Services	50.00	
					001 - 521 20 41 001 - Professional Services	50.00	
2598	04/22/2015	Claims	2	181419	Stowes	184.91	
					001 - 521 20 26 000 - Uniforms/Accessories	184.91	
2599	04/22/2015	Claims	2	181420	Payment Center Thomson Reuters -- West	257.08	
					001 - 515 30 41 002 - Westlaw Services	257.08	
2600	04/22/2015	Claims	2	181421	True Value	214.76	
					001 - 523 20 31 000 - Office/Operating Supplies	8.21	
					401 - 535 50 48 010 - Maintenance Of Lines	5.95	
					401 - 535 50 48 010 - Maintenance Of Lines	34.71	
					401 - 535 80 31 010 - Operating Supplies	15.18	
					401 - 535 80 31 010 - Operating Supplies	28.73	
					412 - 537 80 35 000 - Small Tools & Minor Equip	15.40	
					101 - 576 80 31 001 - Operating Sup - Riverfront	37.95	
					101 - 576 80 31 008 - Operating Sup - Memorial	52.06	
					101 - 576 80 31 008 - Operating Sup - Memorial	16.57	
2601	04/22/2015	Claims	2	181422	UPS	178.09	
					001 - 522 20 42 010 - Postage	8.99	
					401 - 535 50 48 010 - Maintenance Of Lines	88.98	
					401 - 535 80 31 010 - Operating Supplies	56.30	
					401 - 535 80 31 010 - Operating Supplies	23.82	
2602	04/22/2015	Claims	2	181423	United States Plastic Corp	66.36	
					412 - 537 80 31 000 - Operating Supplies	66.36	
2603	04/22/2015	Claims	2	181424	Valley Auto Supply	6.82	
					001 - 595 10 31 000 - Supplies	6.82	
2604	04/22/2015	Claims	2	181425	Valley Freightliner Inc	2,347.44	
					412 - 537 50 48 000 - Repairs/maint-equip	2,347.44	
2605	04/22/2015	Claims	2	181426	Van's Equipment Rent Inc	990.31	
					112 - 515 30 47 000 - Disposal Costs	420.16	
					103 - 542 30 45 000 - Rental-Equipment	75.00	
					103 - 542 30 45 000 - Rental-Equipment	75.00	
					103 - 542 30 45 000 - Rental-Equipment	420.15	
2606	04/22/2015	Claims	2	181427	Washington State Patrol	227.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	177.00	
					102 - 536 20 41 000 - Professional Services	10.00	
					101 - 576 80 41 000 - Professional Services	40.00	
2607	04/22/2015	Claims	2	181428	Washington Tractor	722.24	



CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2015

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Possible Bid Award**
Public Works Agreement Nos. 2015-PW-20 – 2015 Annual On-Call Plumbing Services
DATE: April 10, 2015 (for Council action April 22, 2015)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2015-PW-120 - 2015 Annual Plumbing On-Call Services?

BACKGROUND/DISCUSSION

The city closed bids on April 9, 2015 under the MRSC Small Works Roster process for the following contract:

- 2015 Annual Plumbing On-Call Services

Our bid tabulation is attached.

This contract will provide labor, materials and equipment for miscellaneous on-call type repairs to city facilities for plumbing services. The basis for bid comparison was a typical one day service call based on contractor proposed hourly rates. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2015-PW-20	Commercial Plumbing Inc. DBA CPI Plumbing & Heating	\$10,000.00

FINANCE

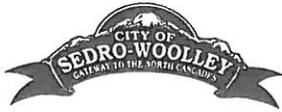
The work will be generally funded as follows:

- 521.20.48.000.001 - Repairs & Maintenance – Police Evidence Room \$5,000
- 522.20.48.000.001 - Repairs & Maintenance – Equipment - \$32,000
- 522.50.48.030.001 - Repairs & Maintenance – Station 2 - \$2,000
- 576.80.48.009.101 - Repairs & Maintenance – Hammer Square - \$3,000
- 576.80.48.016.101 - Repairs & Maintenance – City Hall - \$15,000
- 535.50.48.000.401 - Maintenance Contracts - \$31,000

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

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2015-PW-20 for 20145 Annual Plumbing On-Call Services as detailed above.



CITY OF SEDRO-WOOLLEY
 2015 ANNUAL PLUMBING ON-CALL SERVICES
FINAL - BID COMPARISON

BID OPENING: April 9, 2015, 2:00PM

Contractor Name:

ITEM	QUANTITY	UNIT	CPI Plumbing & Heating Mount Vernon, WA		Andgar Corporation Ferndale, WA	
			RATE	TOTAL	RATE	TOTAL
Journeyman Plumber, Straight Time	8.00	Hours	139.00	1,112.00	135.00	1,080.00
Journeyman Plumber, Overtime	2.00	Hours	170.00	340.00	202.50	405.00
Service Truck with Tools	10.00	Hours	-	-	-	-
Mobilization/Demobilization (if not incl in hourly rate)	1.00	LS	139.00	139.00	50.00	50.00
Materials (bid allowance)	1.00	LS	500.00	500.00	500.00	500.00
Markup on Materials at Contractor rate	500.00	%	0.25	125.00	0.40	200.00
SUBTOTAL				2,216.00		2,235.00
WASHINGTON STATE SALES TAX AT 8.5%				188.36		189.98
TOTAL				2,404.36		2,424.98

Markup Rate for Materials

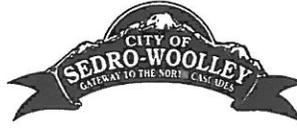
Corrections made to calculations
 MRSC

25%
No
Yes

40%
No
Yes

NOTES

1. Project assumes a one day repair during normal working hours of a miscellaneous plumbing problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.



PUBLIC WORKS AGREEMENT 2015-PW-20

Project Name: 2015 Annual Plumbing On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Commercial Plumbing Inc., DBA CPI Plumbing & Heating, 1900 Railroad Avenue, Mount Vernon, WA 98273**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid" dated March 26, 2015.**

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 Lead** 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 **\$10,000.00**

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

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

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

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

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 29, 2016**

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

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

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

E. Indemnification.

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

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

3. Contractor's duty to indemnify City for liability for damages arising out of

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

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

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

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

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

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

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

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

_____, Contractor

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

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

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

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

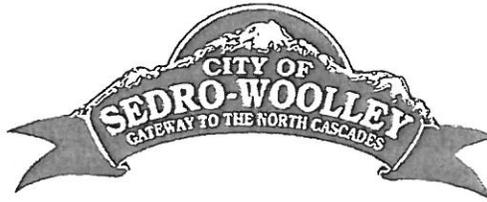
Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____



2015 Annual Plumbing On-Call Services

PROPOSAL

Proposals due by 2 pm, Thursday, April 9, 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 irosario@ci.sedro-woolley.wa.us.

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid - 2015 Annual Plumbing On-Call Services":

SCHEDULE 1: On-Call Plumbing Services:

Journeyman Plumber, per hour Straight Time	8 HRS	\$ <u>139⁰⁰</u> /HR	\$ <u>1112⁰⁰</u>
Journeyman Plumber, per hour Overtime	2 HRS	\$ <u>170⁰⁰</u> /HR	\$ <u>340⁰⁰</u>
Service Vehicle & Tools, per hour	10 HRS	\$ <u>0</u> /HR	\$ <u>0⁰⁰</u>
Mobilization/Demobilization (if not included in rates)	Lump Sum		\$ <u>139⁰⁰</u>
Materials (bid allowance)	Lump Sum		\$ <u>500.00</u>
Markup on Materials at Contractor rate	<u>25</u> %		\$ <u>125⁰⁰</u>
SUBTOTAL SCHEDULE 1			\$ <u>2,216⁰⁰</u> ✓
WA STATE SALES TAX AT 8.5%			\$ <u>188³⁶</u> ✓
TOTAL BID			\$ <u>2,404³⁶</u> ✓

BIDDER NAME: CPI PLUMBING & HEATING

ADDRESS: 1900 RAILROAD AVE.

MOUNT VERNON WA 98275

CONTACT: OLY OLSEN

TELEPHONE: 360-428-5636

REQUIRED ENCLOSURES:
 Bidder's Qualification Statement _____
 Rate Sheet _____
 2015 On-Call Plumbing Proposal Form



3/26/2015



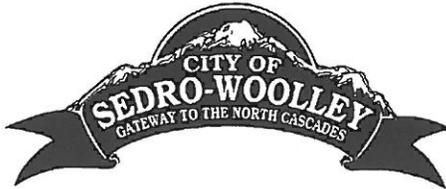
CITY OF SEDRO-WOOLLEY
 2015 ON-CALL PLUMBING SERVICES
SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: **CPI PLUMBING & HEATING**
1900 RAILROAD AVENUE
 Address: **MOUNT VERNON, WA 98273**

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 2)		
Journeyman Plumber	\$139 ⁰⁰	\$170 ⁰⁰
Material Markup Rate, % (Note 2)	25%	25%
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)	\$139 ⁰⁰	\$170 ⁰⁰
Equipment Rates (Note 4)	Unit Cost	Unit
Service Truck with tools	—————	Per Hour

NOTES:

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



CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2015

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

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

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Proposed Amendment No. 1 to the Interlocal Agreement between the City of Sedro-Woolley and Skagit County Hospital District No. 1 to support the Safe Routes to Schools grant funded SR9 Bicycle/Pedestrian Lucas to Park Cottage Safe Routes to School Project**

DATE: April 6, 2015 (for Council review April 22, 2015)

ISSUE

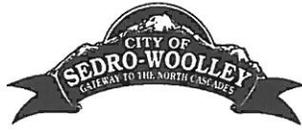
Should the city council authorize Mayor Anderson to sign the attached Amendment No. 1 to the Interlocal Agreements between the City of Sedro-Woolley and Skagit County Hospital District No. 1 for purpose of supporting the Education, Encouragement and Enforcement requirements of the Safe Routes to Schools grant for the SR9, Lucas to Park Cottage Bicycle/Pedestrian Safety Improvements Project?

BACKGROUND/DISCUSSION

The 2010 Safe Routes to Schools grant for the SR9, Lucas to Park Cottage Bicycle/Pedestrian Safety Improvements Project includes provisions to support education, encouragement and enforcement related to the infrastructure improvements constructed as the main focus of the grant. The grant includes \$5,000 for education and encouragement efforts, and \$10,000 for enforcement efforts, with an in-kind match of \$5,000 for the enforcement portion. The Police Dept. has determined that they will not utilize the available grant funding for their efforts to support the program, and has authorized use of the funds for the Education and Encouragement part. WSDOT Local Programs, administrator for the grant, has approved reallocation of the funds. The attached Amendment formalizes this reallocation of \$5,000 in grant funding from Enforcement to the Education and Encouragement effort being performed by Skagit County Hospital District No. 1. SCHD is in the process of completing the work under verbal approval of the Public Works Director. All work will complete by June 1, 2015.

MOTION

Authorize Mayor Anderson to sign the attached Amendment No. 1 to the Interlocal Agreements between the City of Sedro-Woolley and Skagit County Hospital District No. 1 for purpose of supporting the Education, Encouragement and Enforcement requirements of the Safe Routes to Schools grant for the SR9, Lucas to Park Cottage Bicycle/Pedestrian Safety Improvements Project.



AMENDMENT NO. 1

To the INTERLOCAL COOPERATIVE AGREEMENT
Dated October 25, 2013
Between The City of Sedro-Woolley, Washington
And Skagit County Hospital District No. 1

This Amendment revises the above contract as follows:

SECTION 4 MANNER OF FINANCING is revised as follows:

Total Grant funding available for education and encouragement and enforcement elements is anticipated to be \$15,000. The District will bill the City of expenses incurred supporting this work, not to exceed \$14,000.

DATED this ___th day of _____, 2015.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

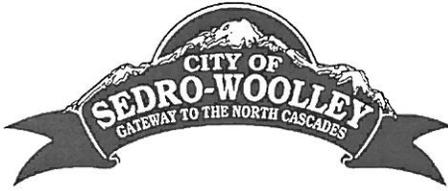
CONTRACTOR:

SKAGIT COUNTY HOSPITAL DISTRICT NO. 1

By: _____
Greg Davidson, CEO

CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2015



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: SWPD Repeater project
FOR MEETING: April 22, 2015

ISSUE: Should the Council adopt the attached resolution allowing for the purchase of specific equipment from a selected sole source?

BACKGROUND: At the April 8, 2015 meeting the council authorized the award of the project to Day Wireless by acclamation. Day is set to begin work on April 27th and is estimating that the project will take approximately two weeks to complete. Dates may change as we still require a notice to proceed from the tower owner. As discussed at our last meeting, this project will exceed the 2015 budget and will require a budget amendment which will be brought to you for your consideration in the near future. Patsy has a plan to address the cost overruns. I am also exploring a possible change order to add a second antenna and coax to support the future addition of a SWPW repeater. I believe this cost will be minor and if that is true, will be funded from the public works departments that use the radio frequency.

For your consideration and action tonight is the attached sole source resolution. Also attached are two documents from Skagit 911 describing the rationale for the sole source equipment. Both of these items are necessary for the fiber connection between the tower and Skagit 911 and need to be ordered as soon as possible as they are not stock items. With your approval tonight, we are optimistic that our new repeater will be operational by the end of June.

RECOMMENDATION: Motion to adopt Resolution ____-15, a resolution waiving competitive bidding requirements for the purchase of a GPS Master Oscillator Clock and a Gates Air NetXpress Channel Bank.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF A GPS MASTER OSCILLATOR CLOCK AND A GATES AIR NETXPRESS CHANNEL BANK AND AUTHORIZING THE PURCHASE OF THE SAME

WHEREAS, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

WHEREAS, the Sedro-Woolley Police Department has requested that the City Council authorize the purchase of a GPS Master Oscillator Clock and a Gates Air NetXpress Channel Bank to complete the link between the new SWPD repeater tower and Skagit 911; and

WHEREAS, Skagit 911 has selected these particular components and requires a standardized set for the purposes of training, deploying, communicating and maintaining; and

WHEREAS, the only units that are compatible with Skagit 911's systems are the Gates Air NetXpress channel bank and the Spectracom GPS Clock Model 1200-413; and

WHEREAS, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity;

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

Section 1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the channel bank and the GPS clock is clearly and legitimately limited to a single source of supply and that the sole source of supply is the manufacturer of each of these items.

Section 2. Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Police Department is authorized to purchase one channel bank and one GPS clock as requested to complete the tower project.

Section 3. This resolution shall take effect immediately upon passage.

RESOLVED this 22nd day of April, 2015 and signed in authentication of its passage this ___ day of April, 2015.

MAYOR

ATTEST:

FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY



April 14th, 2015

Sole Source Justification

Spectracom
Orolia USA Inc.

Spectracom GPS Clock Model 1200-413

Sedro-Woolley PD Project - 2014-UHF-02-SWPD

GPS Master Oscillator Clocks are required by the design of the radio system at the Duke's Hill radio site. The clock is used to synchronize the Gates Air channel bank and Alcatel-Lucent 7705 SAR 8 router on the new SWPD radio channel. Compatibility with the timing signal generation and distribution in the existing Spectracom 1200-413 units and the Spectracom master source clock at Skagit 911 is critical. The GPS Clocks must work together in order to maintain proper timing. This results in clear and understandable radio transmissions. The Spectracom GPS Clock Model 1200-413 is the only GPS clock compatible with our currently deployed Spectracom 1200-413 units. Utilizing the same GPS clocks already deployed in the radio system also enables Skagit 911 to maintain spare parts, and effect repairs in a timely manner.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Voss', is written over the printed name.

Mike Voss
Technical Services Manager



April 14th, 2015

Sole Source Justification

Gates Air
NetXpress Channel Bank

Sedro-Woolley PD Project - 2014-UHF-02-SWPD

The Gates Air NetXpress Channel Banks are required by the design of the radio system at the Duke's Hill radio site. This device is used to deliver and synchronize the audio signal on the new Sedro-Woolley PD radio channel. The Gates Air NetXpress Channel Banks dynamically adjust to compensate for delay and jitter in the TCP/IP radio audio stream. Compatibility with the existing Harris NetXpress Channel Banks (Serial Numbers: 90630043, 90630042, 90630044, 090630047, 120323000, and 120302012) is critical. The channel banks must work together in order to maintain proper timing. This results in clear and understandable radio transmissions. The Gates Air NetXpress product is proprietary and is the only channel bank that is compatible with our currently deployed Gates Air NetXpress units and the master unit at Skagit 911. Utilizing the same channel banks already deployed in the radio system also enables Skagit 911 to maintain spare parts, and effect repairs in a timely manner.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Voss', is written over the printed name.

Mike Voss
Technical Services Manager

APR 22 2015

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

After Signature, Please Return Original To:
Washington Department of Fish & Wildlife
Real Estate Services Office
16018 Mill Creek Blvd
Mill Creek, WA 98012
(425) 775-1311 Ext 125

2ND READING
CONSENT CALENDAR

Related Agency Control No.: 230658B
Property Name: PF Skagit River Sedro Woolley Access
County: Skagit
Landowner: Washington Dept. of Fish & Wildlife
Permittee: City of Sedro-Woolley

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT IS entered into this _____ day of _____, 2015, by and between THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE (hereinafter "WDFW") and the City of Sedro Woolley, whose address is Sedro-Woolley Municipal Building, 325 Metcalf Street, Sedro-Woolley, WA 98284, (hereinafter "Permittee"). WDFW hereby authorizes Permittee to maintain the Sedro-Woolley Access Site for public fishing, boat launching, and associated parking subject to the terms and conditions of this Agreement. This access site is located in the County of Skagit, State of Washington (hereinafter "the premises"), as more particularly described as follows:

A portion of Section 30, Township 35 North, Range 5 East W.M., described as follows;

Lots 1,2,3,4,5,6,41,41,43,44,45,46 in Block 136; and that portion of Lots 1 to 11, inclusive, in Block 143 lying Northerly of the Skagit River; all in plat of the Town of Sedro Woolley according to the plat recorded in Volume 1 of Plats, Page 18, records of Skagit County, Washington

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and Permittee mutually covenant and agree as follows:

1. **Term:** This Agreement is not valid until signed by the authorized representative of WDFW below. The term of this Agreement is June 1, 2015 to May 31, 2016.
2. **Purpose:** Permittee, at its sole expense, shall maintain the premises and facilities with the exception of toilet pumping and maintenance, and any capital improvements. The site to be maintained for the sole purpose of public recreation in compliance with all applicable federal, state and local laws and regulations, and in a condition satisfactory to WDFW. This responsibility includes, but is not limited to: mowing the grass on a regular basis, maintaining litter receptacles, if any, grading of the road and parking area, etc.

Permittee's maintenance of the site shall comply with the provisions of the state cultural and archaeological resource laws (RCW 27.44 and 27.53) and WDFW's funding contracts for the site, which can be found at WDFW's Real Estate Office (address and phone number above).
3. **Limited Rights:** WDFW permits only those rights and privileges set forth in this Agreement during the term hereof and WDFW retains jurisdiction over its Property in all other respects. No provision of this Agreement transfers possession or any other real property rights from WDFW to Permittee. Neither this Agreement, nor the rights and obligations set forth herein, may be assigned or sublet by Permittee in whole or in part. This Agreement does not prevent public or WDFW use of the Property. This Agreement does not convey the right to build roads, cut vegetation, or store any materials, vehicles, or equipment on the premises.

Major alterations and improvements to the land and facilities may be done only with the prior, written approval of WDFW. Permittee is authorized to take immediate action to correct hazards to the public (such as downed or danger trees or damage caused by flood hazards).

4. **Use Restrictions:**
 - a. Permittee shall not to allow alcohol, fireworks, or fires on the premises.
 - b. During all lawful fishing seasons, persons with fishing licenses shall have unobstructed use of the area, without fee, for fishing, boat launching, and parking. Discover Pass rules shall apply.
 - c. Permittee shall not allow commercial use on the premises.
 - d. Permittee shall not allow overnight parking or camping on the premises.
 - e. Permittee shall close the premises during the hours of darkness.

5. **No Warranty:** WDFW grants this Agreement without warranty, either express or implied, regarding the suitability or condition of the premises. Permittee shall not hold WDFW liable for any shortage or defect in any part of the premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its agents, contractors, or employees.
6. **Indemnity:** Permittee and WDFW shall assist each other in preserving and presenting a defense of limited liability under RCW 4.24.210 by allowing the public to use said property for outdoor recreation without fee.
7. **Liability:** Permittee shall buy and maintain liability insurance that is acceptable to WDFW and is sufficient to insure Permittee and WDFW against liability for bodily injury and property damage arising from all use of the Premises, including, but not limited to, the use of vehicles and equipment. Minimum amounts of insurance shall be one million dollars (\$1,000,000) for injury to any one person and two million dollars (\$2,000,000) property damage for any one occurrence. All policies shall name Permittee and "THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE" as insureds and shall carry a ten-day notification-of-cancellation clause.
8. **Property Damage/Fines and Penalties:** Permittee, and its agents, contractors, and employees, shall not use hazardous or toxic substances at the premises, unless the use is in strict compliance with all applicable laws. Permittee shall reimburse WDFW, immediately upon demand, for any and all cleanup costs, fees, fines, and penalties (civil and criminal) imposed on WDFW by any governmental authority, which are related to Permittee's use or misuse of the premises.
9. **Termination/Cancellation/Suspension:**
 - This Agreement shall terminate on the date set forth in paragraph 1, above.
 - WDFW may cancel this Agreement upon ten (10) days' written notice to Permittee in the event Permittee fails or refuses to meet any of the provisions of this Agreement. WDFW may cancel this Agreement without cause upon thirty (30) days' written notice to Permittee.
 - WDFW may temporarily suspend this Agreement in case of emergency at any time.
10. **Restoration of the premises:** Upon cancellation or termination of this Agreement, Permittee shall restore the premises to a condition as good as, or better than, that which presently exists, reasonable wear and tear by the elements excepted. Upon the failure or refusal of Permittee to restore the premises to the present condition, WDFW may undertake the restoration, and Permittee hereby agrees to reimburse WDFW, immediately upon demand, for the cost of said restoration. Any property of Permittee that remains upon the premises thirty (30) days after termination or cancellation of this Agreement shall become the property of WDFW without further process, or, at WDFW's option, may be removed by WDFW at Permittee's cost.
11. **Venue:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Thurston County Superior Court.
12. **Severability:** If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.
13. **Entire agreement:** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

CITY OF SEDRO WOOLLEY

Date

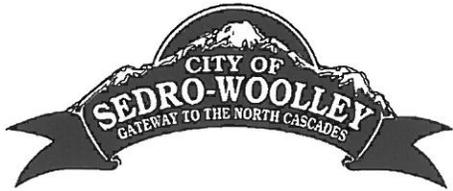
By:

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Date

Kye Iris, Land's Agent

Approved: _____ Date: _____
Regional Director



CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2015

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

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: **Final Acceptance – Contract 2013-PW-01 SR20/Cook Road
Realignment and Extension Project
Strider Construction, Inc.**

DATE: April 17, 2015 (for Council review April 22, 2015)

ISSUE Should Council approve final acceptance of the SR20/Cook Road
Realignment and Extension Project as constructed by Strider Construction
Co, Inc. of Bellingham, WA in amount of \$3,710,051.91 (including sales
tax)?

BACKGROUND/DISCUSSION

The construction contract for the SR20/Cook Road Realignment and Extension Project with Strider Construction Co, Inc. of Bellingham, WA was executed on July 10, 2013. The work was started on July 17, 2013, with substantial completion on August 5, 2014 and final completion on February 23, 2015. Original working days were 120, with an anticipated winter shutdown extending the work into 2014. Final working days were 142 as per Change Order 19. All working days were used. A second suspension of work was granted after Stage 4 substantial completion, with 6 working days retained to complete signal modifications, final striping and plantings during the planting window. All working days were expended, with no penalty days imposed.

We have filed Notice of Completion documents with Washington Department of Labor & Industries, Department of Revenue and Employment Security. Once clearance is received from these agencies, the retention bond will be released.

FINANCIAL

Revenue:

TIB UAP – estimated final reimbursement	\$3,935,713.53
TIB USP – final reimbursement	\$ 273,974.86
City GMA Impact – TIB UAP match at 1.3768%	\$ 45,201.67
City GMA Impact – TIB USP match at 5.0337%	\$ 14,521.95
Skagit Transit (TIB UAP match for Bus Transfer Facility)	\$ 9,726.92
Skagit Transit Park & Ride 100%	\$ 94,871.38
PUD No. 1 Water Main construction	\$ 151,141.00
Account 101 for Bingham Park	\$ 94,430.44
SeaLand Corporation (additional approach paving)	\$ 5,694.98
TOTAL ANTICIPATED	\$4,625,291.41

Expenditures

Construction Contract – Strider Construction Co, Inc.	\$3,710,051.91
Miscellaneous Construction (BNSF, Streetlights, etc.)	\$ 322,921.13
Construction Engineering – David Evans & Associates	\$ 449,676.93
Construction Management – WSDOT (preliminary)	\$ 44,915.89
Construction Management – City Staff	\$ 91,158.33
TOTAL ANTICIPATED EXPENSE, ALL SCHEDULES	\$4,625,291.41

ANALYSIS

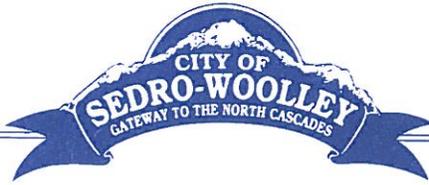
The original construction contract for this project totaled \$3,332,910.70. Twenty-two change orders were issued totaling \$524,669.96, increasing the contract total to \$3,861,480.66. Unit quantity underruns, most notably in the asphalt, curbs, sidewalks and retaining wall items, reduced the final contract by \$220,783.86, resulting in the final cost of \$3,710,051.21. The final contract cost came in at \$373,241.21 or 11.2% over the bid amount. This however included addition of Schedules C and D Sidewalks under the TIB USP Grant received after original bid award totaling \$288,496.72, the Skagit Transit Park & Ride totaling \$94,871.38, and Bingham Park paving work totaling \$61,322.00. When adjusted for this additional work, the change from the original contract was \$7,779.32, or 0.2% of the original contract. We are awaiting final billing from WSDOT so the final project numbers may vary slightly from the above.

MOTION:

Move for final acceptance of the SR20/Cook Road Realignment and Extension Project as constructed by Strider Construction Co., Inc. of Bellingham, WA in the amount of \$3,710,051.91 (including sales tax).

APR 22 2015

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

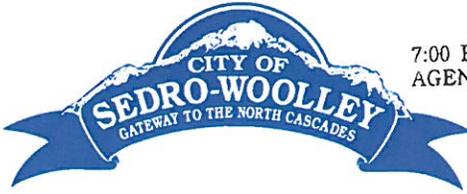


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2015



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

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

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Report of Contracts approved under SWMC 2.104.060**
DATE: April 22, 2015

The following agreement(s) were approved and are provided for your information:

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. Alpine Fire & Safety Systems, Inc.	Suppression system upgrades per proposal	4/6/2015	\$5221.53

Contract(s) available in their entirety at the Finance Department