

Next Ord: 1815-15  
Next Res: 916-15

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**

**May 13, 2015**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar.....3-30

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 May 6, 2015 Work Session)
- c. Finance
  - Claim Checks #181433 to #181553 plus EFT's in the amount of \$1,333,543.13
  - Payroll Checks #58538 to #58556 plus EFT's in the amount of \$269,850.89
- d. Proposed Resolution 915-15 Local Agency Agreement between the City of Sedro-Woolley and WSDOT for Design & Construction Phase Federal Funding Obligation for the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South

4. Public Comment.....31

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

5. Resolution withdrawing from the Skagit-Island Regional Transportation Planning Organization (SIRTPO) (2<sup>nd</sup> reading - action requested).....32-55
6. Recycling/Yard Waste Contract Expiration (2<sup>nd</sup> reading).....56-60

**NEW BUSINESS**

7. Sign Permit Fees – Amendment to Fee Schedule (1<sup>st</sup> reading).....61-76

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

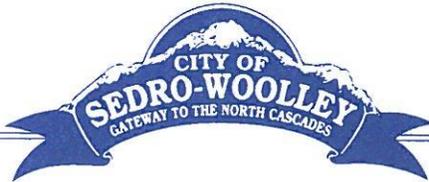
- 8. Final Cost Analysis – Contract 2013-PW-01 SR20/Cook Road Realignment and Extension Project.....77-79
- 9. Report of Contracts approved under SWMC 2.104.060.....80-92

**EXECUTIVE SESSION**

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

MAY 13 2015

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



DATE: May 13, 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 May 13, 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.

MAY 13 2015

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
April 22, 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 Sandstrom. Staff: Recorder Brue, Finance Director Nelson, Public Works Director Freiberger and Planning Director Coleman,

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 #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
- Possible Bid Award – Public Works Agreement No. 2015-PW020 – 2015 Annual On-Call Plumbing Services
- 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.
- Resolution 914-15 – SWPD Repeater Project
- Maintenance Agreement with State of Washington Dept. of Fish & Wildlife for Access Site (Boat Launch) on River Road.
- Final Acceptance – Contract 2013-PW-01 SR20/Cook Road – Realignment and Extension Project – Strider Construction, Inc.

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

Public Comment

No comment received.

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

## COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Planning Director Coleman – reported on the recent Planning Commission meeting. The meeting consisted of a presentation from Maul Foster regarding the Northern State Project. He also reported that the annexation is moving along.

A discussion was then held regarding sign permit fees, process, printed signs, neon signs and mounting standards. Coleman was directed to look into lowering some of the more simplified types of sign fees.

Public Works Director Freiburger – reported on a meeting of the utility companies regarding the Northern State project. He also addressed discussions on the federal transportation programs and inquired if Council would like him to request congressional funding for the Northern State Project. Freiburger reported on the Bingham Park fencing project as well.

Finance Director Nelson – informed Council of her participation in a survey with the local performance center of the State Auditor’s office on how the health care act affects small cities. She stated the results should be available next month and she will share them when received.

Councilmember Lemley – reported on the recent Woodfest festival.

Councilmember Galbraith – addressed the increased use of large trucks going down Hwy 9 and their use of Jake brakes. The State Patrol appears to be monitoring and ticketing offenders. The bus stop at Lucas was also discussed as a possible hazard if stopped and large trucks not being able to stop fast enough.

Councilmember Sandström – requested bumble strips on Hwy 9 be looked into. Further discussion on the enforcement of Jake brakes was held.

Councilmember Wagoner –noted an increase in car prowls within his ward.

Councilmember Kornegay – noted the Skagit Domestic Violence documentary was being presented tonight. She also questioned upcoming FEMA training.

Mayor Anderson reminded Council of the upcoming Blast from Past on June 5, 6 & 7<sup>th</sup>.

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

The meeting adjourned at 7:24 P.M.

MAY 13 2015

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

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CITY OF SEDRO-WOOLLEY  
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Council Worksession  
May 6, 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, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström Staff: City Supervisor/Attorney Berg, Finance Director Nelson, Solid Waste Supervisor Leo Jacobs and Public Works Director Freiburger.

**Every Other Week (EOW) Garbage Service Pilot Project**

- City Supervisor/Attorney Berg updated the Council on the results of the program. Survey results were positive with fewer trucks on the road and recycling increased. The majority of the people reduced capacity which if projected city-wide would significantly reduce revenue to the utility. A future rate study including the possibility of billing by weight was discussed. Every other week garbage will not be implemented at this time and the town hall meeting next week is cancelled.

**Recycling Yard Waste Proposal**

- City Supervisor/Attorney Berg presented recycling options including continuing with Waste Management with their rate increase, RFP, negotiate with an alternate vendor or take in-house. Berg presented some basic information on costs for various options and asked Council for their direction. The general consensus was to develop further the in-house proposal and bring back to Council for additional discussion.

**Fire District #8 Contract Progress**

- City Supervisor/Attorney Berg explained our current staffing plan and the arrangement with Fire District #8. He then updated the Council on the status of negotiations.

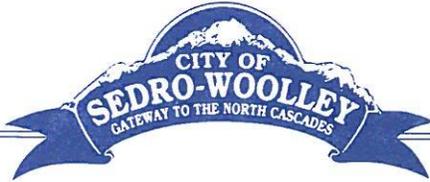
### **Skagit Island Rural Transportation Planning Organization**

- City Supervisor/Attorney Berg described the history of the organization and the current issues. This item will be brought forward to the next meeting.

There being no other business the worksession was adjourned at 8:36 P.M.

MAY 13 2015

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



DATE: May 13, 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 May 13, 2015.

Motion to approve Claim Checks #181433 to #181553 plus EFT's in the amount of \$1,333,543.13.

Motion to approve Payroll Checks #58538 to #58556 plus EFT's in the amount of \$269,850.89.

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

05/13/2015 To: 05/13/2015

Time: 09:05:42 Date: 05/08/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>3013</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>		<b>EFT Department Of Commerce</b>	<b>624,506.53</b>	
					410 - 591 35 72 000 - Principal Payment - PWTF	350,000.00	
					410 - 591 35 72 000 - Principal Payment - PWTF	38,277.87	
					410 - 591 35 72 000 - Principal Payment - PWTF	202,081.90	
					410 - 592 35 83 410 - Interest Payment - PWTF	19,250.00	
					410 - 592 35 83 410 - Interest Payment - PWTF	1,929.84	
					410 - 592 35 83 410 - Interest Payment - PWTF	12,966.92	
<b>3014</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181433</b>	<b>A WorkSAFE Service, Inc.</b>	<b>312.00</b>	
					001 - 521 20 41 001 - Professional Services	156.00	
					102 - 536 20 49 010 - Misc-Tuition/Registration	52.00	
					101 - 576 80 49 020 - Misc-Dues/CDL/Background	104.00	
<b>3015</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181434</b>	<b>ALLCERT, LLC</b>	<b>350.00</b>	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	350.00	
<b>3016</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181435</b>	<b>AT &amp; T</b>	<b>174.06</b>	
					001 - 512 50 42 020 - Telephone	0.87	
					001 - 513 10 42 020 - Telephone	2.61	
					001 - 514 23 42 020 - Telephone	20.89	
					001 - 515 30 42 001 - Telephone	1.74	
					001 - 518 80 42 020 - Telephone	3.48	
					001 - 521 20 42 020 - Telephone	62.67	
					001 - 522 20 42 020 - Telephone	27.85	
					001 - 524 20 42 020 - Telephone	6.96	
					401 - 535 80 42 020 - Telephone	8.70	
					412 - 537 80 42 020 - Telephone	3.48	
					001 - 558 60 42 020 - Telephone	8.70	
					105 - 572 20 42 020 - Telephone	6.96	
					001 - 595 10 42 020 - Telephone	19.15	
<b>3017</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181436</b>	<b>ATV Signs</b>	<b>807.24</b>	
					412 - 537 80 31 000 - Operating Supplies	390.60	
					412 - 537 80 31 000 - Operating Supplies	416.64	
<b>3018</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181437</b>	<b>Advanced Analytical Solutions</b>	<b>427.00</b>	
					401 - 535 80 41 000 - Professional Services	427.00	
<b>3019</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181438</b>	<b>Alpine Fire &amp; Safety</b>	<b>4,351.82</b>	
					001 - 522 20 48 000 - Repairs/Maint-Equip	259.97	
					001 - 522 20 48 000 - Repairs/Maint-Equip	454.94	
					412 - 537 80 31 000 - Operating Supplies	134.75	
					412 - 537 80 48 000 - Repair/Maintenance	210.11	
					105 - 572 20 31 010 - Supplies	101.69	
					101 - 576 80 48 004 - Community Center	1,409.85	
					101 - 576 80 48 005 - Senior Center	1,365.98	
					101 - 576 80 48 015 - Library	35.21	
					101 - 576 80 48 016 - City Hall	379.32	
<b>3020</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181439</b>	<b>American Fleet Main LLC</b>	<b>4,376.26</b>	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,622.52	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,376.87	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,376.87	
<b>3021</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181440</b>	<b>Aramark Uniform Services</b>	<b>29.08</b>	
					401 - 535 80 49 000 - Laundry	7.82	
					401 - 535 80 49 000 - Laundry	7.82	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
<b>3022</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181441</b>	<b>Artist's Magazine</b>	<b>39.96</b>	
					105 - 594 72 64 000 - Books & Materials	39.96	
<b>3023</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181442</b>	<b>Assoc Petroleum Products</b>	<b>4,779.02</b>	

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MCAG #: 0647

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 518 20 32 000		- Auto Fuel	77.81	
			001 - 518 20 32 000		- Auto Fuel	172.37	
			001 - 521 20 32 000		- Auto Fuel	1,210.13	
			001 - 522 20 32 000		- Auto Fuel/Diesel	559.79	
			001 - 522 20 32 000		- Auto Fuel/Diesel	471.76	
			001 - 523 20 32 000		- Auto Fuel	44.84	
			401 - 535 80 32 000		- Auto Fuel/Diesel	210.06	
			401 - 535 80 32 000		- Auto Fuel/Diesel	103.44	
			412 - 537 80 32 000		- Auto Fuel/Diesel	1,074.39	
			412 - 537 80 32 000		- Auto Fuel/Diesel	91.30	
			103 - 542 30 32 000		- Auto Fuel/Diesel	284.44	
			103 - 542 30 32 000		- Auto Fuel/Diesel	193.62	
			103 - 542 30 32 000		- Auto Fuel/Diesel	159.35	
			101 - 576 80 32 000		- Auto Fuel/Diesel	125.72	
<b>3024</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181443</b>	<b>Bay City Supply</b>		<b>966.97</b>
			412 - 537 80 31 000		- Operating Supplies	132.11	
			101 - 576 80 31 006		- Operating Sup - City Hall	126.42	
			101 - 576 80 31 006		- Operating Sup - City Hall	6.43	
			101 - 576 80 48 013		- Metcalf Park	702.01	
<b>3025</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181444</b>	<b>Birch Equipment Co Inc</b>		<b>1,082.56</b>
			103 - 542 30 45 000		- Rental-Equipment	990.61	
			501 - 548 30 31 000		- Operating Supplies	91.95	
<b>3026</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181445</b>	<b>Blumenthal Uniform &amp; Equip</b>		<b>5,614.56</b>
			001 - 521 20 26 000		- Uniforms/Accessories	836.54	
			001 - 521 20 26 000		- Uniforms/Accessories	595.00	
			001 - 521 20 26 000		- Uniforms/Accessories	771.44	
			001 - 521 20 26 000		- Uniforms/Accessories	201.34	
			001 - 521 20 26 000		- Uniforms/Accessories	53.82	
			001 - 521 20 26 000		- Uniforms/Accessories	195.19	
			001 - 521 20 26 000		- Uniforms/Accessories	418.50	
			001 - 521 20 26 000		- Uniforms/Accessories	93.09	
			001 - 521 20 26 000		- Uniforms/Accessories	529.90	
			001 - 521 20 26 000		- Uniforms/Accessories	600.01	
			001 - 521 20 26 000		- Uniforms/Accessories	274.51	
			001 - 521 20 26 000		- Uniforms/Accessories	776.86	
			001 - 521 20 26 000		- Uniforms/Accessories	53.82	
			001 - 521 20 26 000		- Uniforms/Accessories	260.36	
			001 - 521 20 26 000		- Uniforms/Accessories	114.14	
			001 - 521 20 26 000		- Uniforms/Accessories	195.19	
			001 - 521 20 26 000		- Uniforms/Accessories	-103.97	
			001 - 521 20 26 000		- Uniforms/Accessories	-46.03	
			001 - 521 20 26 000		- Uniforms/Accessories	-128.74	
			001 - 521 20 26 000		- Uniforms/Accessories	-43.35	
			001 - 521 20 26 000		- Uniforms/Accessories	-33.06	
<b>3027</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181446</b>	<b>Boulder Park Inc</b>		<b>6,571.12</b>
			401 - 535 80 35 020		- Solids Handling	6,571.12	
<b>3028</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181447</b>	<b>Capital One Commercial</b>		<b>2,033.25</b>
			001 - 517 90 49 003		- Employee Wellness (supplies)	63.46	
			001 - 522 20 31 000		- Operating Supplies	373.45	
			401 - 535 80 43 000		- Meals/Travel	240.31	
			401 - 535 80 43 000		- Meals/Travel	240.31	
			103 - 542 30 31 000		- Operating Supplies	247.80	
			103 - 542 30 35 000		- Small Tools/Minor Equip	216.98	
			103 - 542 30 35 000		- Small Tools/Minor Equip	216.98	
			101 - 576 80 35 000		- Small Tools & Minor Equip	216.98	
			101 - 576 80 35 000		- Small Tools & Minor Equip	216.98	
<b>3029</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181448</b>	<b>Carl's Towing Inc</b>		<b>194.22</b>

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 41 001 - Professional Services			194.22	
<b>3030</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181449</b>	<b>Cascade Natural Gas Corp</b>	<b>1,919.74</b>	
			001 - 521 20 47 000 - Public Utilities			28.81	
			001 - 522 50 47 000 - Public Utilities			306.92	
			401 - 535 80 47 000 - Public Utilities			100.58	
			412 - 537 80 47 000 - Public Utilities			178.48	
			103 - 542 63 47 000 - Public Utilities			10.60	
			103 - 542 63 47 000 - Public Utilities			30.79	
			105 - 572 20 47 000 - Public Utilities			48.02	
			101 - 576 80 47 010 - Community Center			75.32	
			101 - 576 80 47 020 - Senior Center			134.99	
			101 - 576 80 47 050 - Hammer Square			31.84	
			101 - 576 80 47 052 - Bingham Caretaker			13.19	
			101 - 576 80 47 052 - Bingham Caretaker			54.09	
			101 - 576 80 47 070 - City Hall			906.11	
<b>3031</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181450</b>	<b>Central Machinery Sales Inc.</b>	<b>16,058.00</b>	
			501 - 594 42 64 000 - Equip & Vehicles - Streets			16,058.00	
<b>3032</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181451</b>	<b>Central Welding Supply</b>	<b>18.98</b>	
			501 - 548 30 31 000 - Operating Supplies			18.98	
<b>3033</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181452</b>	<b>John Coleman</b>	<b>986.18</b>	
			001 - 558 60 43 000 - Travel			986.18	
<b>3034</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181453</b>	<b>Collins Office Supply Inc</b>	<b>117.06</b>	
			001 - 514 23 31 000 - Supplies			49.67	
			001 - 514 23 31 000 - Supplies			19.38	
			001 - 515 30 31 000 - Office Supplies			48.01	
<b>3035</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181454</b>	<b>Comcast</b>	<b>148.95</b>	
			001 - 518 80 42 021 - Internet Services			148.95	
<b>3036</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181455</b>	<b>Commercial Fire Protection Inc</b>	<b>108.75</b>	
			001 - 522 50 49 050 - Fire/Theft Protection			108.75	
<b>3037</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181456</b>	<b>Crawford Garage Doors Inc</b>	<b>29,164.80</b>	
			101 - 594 76 31 000 - Buildings & Structures			29,164.80	
<b>3038</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181457</b>	<b>Daily Journal Of Commerce</b>	<b>114.40</b>	
			401 - 594 35 63 010 - Other Improvements			114.40	
<b>3039</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181458</b>	<b>Data Base Records Destruction LLC</b>	<b>153.86</b>	
			001 - 512 50 31 000 - Supplies			22.39	
			001 - 514 23 31 000 - Supplies			67.17	
			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	
<b>3040</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181459</b>	<b>Dwayne Lane's North Cascade Ford</b>	<b>1,693.44</b>	
			001 - 522 20 48 000 - Repairs/Maint-Equip			1,693.44	
<b>3041</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181460</b>	<b>E &amp; E Lumber</b>	<b>754.14</b>	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			8.45	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			8.24	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			20.68	
			401 - 535 50 48 010 - Maintenance Of Lines			9.02	
			401 - 535 50 48 010 - Maintenance Of Lines			9.15	
			401 - 535 50 48 010 - Maintenance Of Lines			30.05	
			102 - 536 20 48 030 - Repair/Maintenance-Land			26.51	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 31 000		- Operating Supplies	6.35	
			103 - 542 30 31 000		- Operating Supplies	3.04	
			103 - 542 30 31 000		- Operating Supplies	40.75	
			101 - 576 80 31 001		- Operating Sup - Riverfront	13.76	
			101 - 576 80 31 001		- Operating Sup - Riverfront	11.21	
			101 - 576 80 31 001		- Operating Sup - Riverfront	9.35	
			101 - 576 80 31 001		- Operating Sup - Riverfront	36.65	
			101 - 576 80 31 001		- Operating Sup - Riverfront	18.99	
			101 - 576 80 31 001		- Operating Sup - Riverfront	8.65	
			101 - 576 80 31 006		- Operating Sup - City Hall	-4.88	
			101 - 576 80 31 006		- Operating Sup - City Hall	1.09	
			101 - 576 80 31 006		- Operating Sup - City Hall	13.02	
			101 - 576 80 31 006		- Operating Sup - City Hall	66.15	
			101 - 576 80 35 000		- Small Tools & Minor Equip	21.33	
			101 - 576 80 35 000		- Small Tools & Minor Equip	4.58	
			101 - 576 80 48 001		- Riverfront	147.27	
			101 - 576 80 48 001		- Riverfront	136.33	
			101 - 576 80 48 001		- Riverfront	108.40	
<b>3042</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181461</b>	<b>EDASC</b>		<b>2,000.00</b>
					001 - 558 70 41 000 - EDASC	2,000.00	
<b>3043</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181462</b>	<b>Edge Analytical Inc</b>		<b>164.00</b>
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	129.00	
<b>3044</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181463</b>	<b>Emergency Medical Products Inc</b>		<b>861.17</b>
					001 - 522 20 31 000 - Operating Supplies	140.11	EMS Bill
					001 - 522 20 31 000 - Operating Supplies	52.15	EMS Bill
					001 - 522 20 31 000 - Operating Supplies	363.66	
					001 - 522 20 31 000 - Operating Supplies	305.25	
<b>3045</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181464</b>	<b>Enterprise Office Systems</b>		<b>252.27</b>
					001 - 512 50 31 000 - Supplies	19.79	
					001 - 512 50 31 000 - Supplies	71.57	
					001 - 512 50 31 000 - Supplies	27.61	
					001 - 514 23 31 000 - Supplies	96.23	
					001 - 521 20 31 002 - Office/Operating Supplies	37.07	
<b>3046</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181465</b>	<b>Fastenal Company</b>		<b>797.19</b>
					401 - 535 50 48 050 - Maint Of General Equip	109.68	
					401 - 535 50 48 050 - Maint Of General Equip	39.26	
					401 - 535 50 48 050 - Maint Of General Equip	7.31	
					401 - 535 80 31 010 - Operating Supplies	143.58	
					412 - 537 80 31 000 - Operating Supplies	497.36	
<b>3047</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181466</b>	<b>Federal Certified Hearing</b>		<b>20.00</b>
					001 - 521 20 41 001 - Professional Services	20.00	
<b>3048</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181467</b>	<b>Foundation of District 304</b>		<b>25.00</b>
					105 - 572 20 49 010 - Tuition/registration	25.00	
<b>3049</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181468</b>	<b>Frontier</b>		<b>1,222.05</b>
					001 - 521 20 42 020 - Telephone	71.10	
					001 - 521 20 42 020 - Telephone	63.85	
					001 - 522 20 42 020 - Telephone	152.54	
					401 - 535 80 42 020 - Telephone	277.78	
					102 - 536 20 42 020 - Telephone	85.08	
					412 - 537 80 42 020 - Telephone	103.98	
					105 - 572 20 42 020 - Telephone	148.82	
					101 - 576 80 47 010 - Community Center	100.24	
					101 - 576 80 47 070 - City Hall	76.46	

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			101 - 576 80 47 070 - City Hall			142.20	
<b>3050</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181469</b>	<b>Gall's LLC</b>	<b>120.00</b>	
			001 - 521 20 26 000 - Uniforms/Accessories			120.00	
<b>3051</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181470</b>	<b>Gen-X Signs &amp; Banners</b>	<b>35.00</b>	
			101 - 576 80 48 016 - City Hall			35.00	
<b>3052</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181471</b>	<b>Generator Services NW</b>	<b>1,695.34</b>	
			001 - 522 20 48 000 - Repairs/Maint-Equip			130.41	
			001 - 522 20 48 000 - Repairs/Maint-Equip			130.41	
			425 - 531 50 48 000 - Repairs/Maintenance			130.41	
			401 - 535 50 48 000 - Maintenance Contracts			1,304.11	
<b>3053</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181472</b>	<b>Geotest Services Inc</b>	<b>2,157.50</b>	
			103 - 542 30 41 000 - Professional Services			2,157.50	
<b>3054</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181473</b>	<b>Great America Financial Svcs</b>	<b>141.40</b>	
			105 - 572 20 48 020 - Repair/Maintenance-Equip			141.40	
<b>3055</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181474</b>	<b>HB Jaeger Co LLC</b>	<b>1,021.42</b>	
			401 - 535 50 48 010 - Maintenance Of Lines			1,021.42	
<b>3056</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181475</b>	<b>Kerig Holmberg</b>	<b>579.60</b>	
			001 - 521 40 43 000 - Travel			579.60	
<b>3057</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181476</b>	<b>Home Depot Credit Services</b>	<b>540.28</b>	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			393.82	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			248.47	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			-237.61	
			101 - 576 80 48 001 - Riverfront			135.60	
<b>3058</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181477</b>	<b>Honey Bucket</b>	<b>75.00</b>	
			101 - 576 80 47 090 - Portable Toilets			75.00	
<b>3059</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181478</b>	<b>Ingram Library Services</b>	<b>914.16</b>	
			105 - 594 72 64 000 - Books & Materials			275.89	
			105 - 594 72 64 000 - Books & Materials			4.15	
			105 - 594 72 64 000 - Books & Materials			35.52	
			105 - 594 72 64 000 - Books & Materials			199.40	
			105 - 594 72 64 000 - Books & Materials			12.09	
			105 - 594 72 64 000 - Books & Materials			346.00	
			105 - 594 72 64 000 - Books & Materials			23.41	
			105 - 594 72 64 000 - Books & Materials			17.70	
<b>3060</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181479</b>	<b>Dorothea Johnson</b>	<b>50.00</b>	
			101 - 362 40 20 000 - Space/Facility Rent-Riverfron			-50.00	
<b>3061</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181480</b>	<b>KCDA Purchasing Cooperative</b>	<b>766.23</b>	
			001 - 514 23 31 000 - Supplies			318.60	
			001 - 514 23 31 000 - Supplies			261.05	
			001 - 524 20 31 000 - Off/Oper Supps & Books			31.10	
			001 - 558 60 31 000 - Supplies/Books			62.19	
			401 - 594 35 63 010 - Other Improvements			62.19	
			001 - 595 10 31 000 - Supplies			31.10	
<b>3062</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181481</b>	<b>Lakeside Industries</b>	<b>372.05</b>	
			401 - 535 50 48 010 - Maintenance Of Lines			372.05	
<b>3063</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181482</b>	<b>Language Exch Inc (The)</b>	<b>26.10</b>	
			001 - 521 20 41 001 - Professional Services			26.10	
<b>3064</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181483</b>	<b>Leavitt Machinery</b>	<b>1,307.53</b>	
			401 - 594 35 64 001 - Portable Equipment			1,307.53	
<b>3065</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181484</b>	<b>Lighthouse Memorycare</b>	<b>20.00</b>	

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			001 - 342 21 00 000		Fire Control Services	-19.50	
			001 - 514 23 41 010		Bank Fees	0.50	
<b>3066</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181485</b>	<b>Lochner</b>		<b>21,657.25</b>
			104 - 595 10 63 040		Eng-SR9 Jameson	21,657.25	
<b>3067</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181486</b>	<b>Loggers And Contractors</b>		<b>49.61</b>
			401 - 535 50 48 010		Maintenance Of Lines	49.61	
<b>3068</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181487</b>	<b>Lou's Gloves Inc.</b>		<b>267.00</b>
			401 - 535 80 31 010		Operating Supplies	267.00	
<b>3069</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181488</b>	<b>McNeill Polygraph &amp; Inves</b>		<b>175.00</b>
			001 - 521 20 41 001		Professional Services	175.00	
<b>3070</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181489</b>	<b>Mid-American Research Chem</b>		<b>364.14</b>
			103 - 542 30 31 000		Operating Supplies	364.14	
<b>3071</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181490</b>	<b>Jack R Moore</b>		<b>3,675.46</b>
			001 - 524 20 41 000		Professional Services	3,675.46	
<b>3072</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181491</b>	<b>Motor Trucks Inc</b>		<b>214.67</b>
			001 - 522 20 48 000		Repairs/Maint-Equip	214.67	
<b>3073</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181492</b>	<b>Municipal Emergency Services Inc</b>		<b>171.50</b>
			001 - 522 20 35 000		Small Tools & Minor Equip	171.50	
<b>3074</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181493</b>	<b>North Cascade Eye Associates</b>		<b>345.00</b>
			001 - 521 20 27 000		Retired Medical	345.00	
<b>3075</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181494</b>	<b>North Cascade Vet Hospital</b>		<b>96.00</b>
			001 - 521 20 41 020		Veterinary Services	96.00	
<b>3076</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181495</b>	<b>North Central Laboratories</b>		<b>197.80</b>
			401 - 535 80 31 010		Operating Supplies	197.80	
<b>3077</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181496</b>	<b>North Hill Resources Inc</b>		<b>1,020.00</b>
			412 - 537 60 47 020		Recycling - Yard Waste	1,020.00	
<b>3078</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181497</b>	<b>North West Inst Services</b>		<b>119.35</b>
			001 - 521 20 41 001		Professional Services	119.35	
<b>3079</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181498</b>	<b>Oasys</b>		<b>975.36</b>
			001 - 524 20 31 000		Off/Oper Supps & Books	243.84	
			001 - 558 60 31 000		Supplies/Books	487.68	
			001 - 595 10 31 000		Supplies	243.84	
<b>3080</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181499</b>	<b>Office Depot</b>		<b>398.23</b>
			001 - 524 20 31 000		Off/Oper Supps & Books	53.19	
			001 - 524 20 31 000		Off/Oper Supps & Books	6.96	
			001 - 524 20 31 000		Off/Oper Supps & Books	7.71	
			001 - 524 20 31 000		Off/Oper Supps & Books	11.30	
			425 - 531 50 31 000		Operating Supplies	35.47	
			001 - 558 60 31 000		Supplies/Books	77.94	
			001 - 558 60 31 000		Supplies/Books	6.96	
			001 - 558 60 31 000		Supplies/Books	7.70	
			001 - 558 60 31 000		Supplies/Books	40.30	
			401 - 594 35 63 010		Other Improvements	32.54	
			001 - 595 10 31 000		Supplies	53.19	
			001 - 595 10 31 000		Supplies	45.96	
			001 - 595 10 31 000		Supplies	7.71	
			001 - 595 10 31 000		Supplies	11.30	
<b>3081</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181500</b>	<b>Oliver-Hammer Clothes</b>		<b>394.33</b>
			001 - 522 20 26 000		Uniforms	97.63	

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			412 - 537 80 31 000		- Operating Supplies	161.10	
			412 - 537 80 31 000		- Operating Supplies	135.60	
<b>3082</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181501</b>	<b>Orca Pacific Inc</b>		<b>650.73</b>
			401 - 535 80 31 020		- Op Supplies-Chemicals	650.73	
<b>3083</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181502</b>	<b>Pacific Pride</b>		<b>208.94</b>
			425 - 531 50 41 002		- Contracted Services	208.94	
<b>3084</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181503</b>	<b>Pat Rimmer Tire Ctr Inc</b>		<b>3,756.81</b>
			001 - 522 20 48 000		- Repairs/Maint-Equip	1,713.31	
			001 - 522 20 48 000		- Repairs/Maint-Equip	1,003.38	
			412 - 537 50 48 000		- Repairs/maint-equip	225.68	
			412 - 537 50 48 000		- Repairs/maint-equip	56.44	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	75.12	
			101 - 576 80 48 021		- Equipment	137.75	
			101 - 576 80 48 021		- Equipment	500.63	
			425 - 594 31 64 000		- Equipment	44.50	
<b>3085</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181504</b>	<b>Petty Cash-Debra Peterson</b>		<b>96.41</b>
			105 - 572 20 31 010		- Supplies	13.70	
			105 - 572 20 41 000		- Professional Services	13.00	
			105 - 572 20 42 010		- Postage	0.57	
			105 - 572 20 43 000		- Travel	14.16	
			105 - 594 72 64 000		- Books & Materials	54.98	
<b>3086</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181505</b>	<b>Phillips Environmental Services</b>		<b>625.00</b>
			101 - 594 76 31 000		- Buildings & Structures	625.00	
<b>3087</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181506</b>	<b>Keri Price</b>		<b>100.00</b>
			101 - 362 40 30 000		- Space/Facility Rent-Bingham	-99.50	
			001 - 514 23 41 010		- Bank Fees	0.50	
<b>3088</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181507</b>	<b>Proquest</b>		<b>958.06</b>
			105 - 572 20 51 000		- WA Library System	958.06	
<b>3089</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181508</b>	<b>Public Surplus</b>		<b>397.36</b>
			621 - 386 00 00 001		- Public Surplus Fees	-397.36	
<b>3090</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181509</b>	<b>Public Utility Dis No1</b>		<b>1,147.65</b>
			001 - 521 20 47 000		- Public Utilities	23.35	
			401 - 535 80 47 000		- Public Utilities	235.42	
			102 - 536 20 47 000		- Public Utilities	50.18	
			412 - 537 80 47 000		- Public Utilities	45.78	
			103 - 542 63 47 000		- Public Utilities	53.45	
			105 - 572 20 47 000		- Public Utilities	23.59	
			101 - 576 80 47 000		- Riverfront	237.86	
			101 - 576 80 47 040		- Train	23.35	
			101 - 576 80 47 050		- Hammer Square	118.62	
			101 - 576 80 47 051		- Bingham / Memorial	68.79	
			101 - 576 80 47 053		- Other Utilities	45.78	
			101 - 576 80 47 070		- City Hall	221.48	
<b>3091</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181510</b>	<b>Puget Sound Energy</b>		<b>17,647.01</b>
			001 - 521 20 47 000		- Public Utilities	24.85	
			001 - 522 50 47 000		- Public Utilities	111.01	
			425 - 531 50 47 000		- Public Utilities	193.42	
			401 - 535 80 47 000		- Public Utilities	9,811.91	
			102 - 536 20 47 000		- Public Utilities	48.02	
			412 - 537 80 47 000		- Public Utilities	142.84	
			103 - 542 63 47 000		- Public Utilities	6.98	
			103 - 542 63 47 000		- Public Utilities	161.18	
			103 - 542 63 47 000		- Public Utilities	270.32	
			103 - 542 63 47 000		- Public Utilities	96.58	

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			108 - 557 30 41 000		- Advertising	22.04	
			105 - 572 20 47 000		- Public Utilities	278.40	
			101 - 576 80 47 000		- Riverfront	564.28	
			101 - 576 80 47 010		- Community Center	122.22	
			101 - 576 80 47 020		- Senior Center	369.66	
			101 - 576 80 47 040		- Train	41.64	
			101 - 576 80 47 050		- Hammer Square	214.93	
			101 - 576 80 47 051		- Bingham / Memorial	11.82	
			101 - 576 80 47 052		- Bingham Caretaker	114.57	
			101 - 576 80 47 052		- Bingham Caretaker	16.28	
			101 - 576 80 47 053		- Other Utilities	10.81	
			101 - 576 80 47 070		- City Hall	2,077.33	
			103 - 594 42 64 103		- Equipment	2,935.92	
<b>3092</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181511</b>	<b>Rehrig Pacific Company</b>		<b>30,916.84</b>
			412 - 537 80 34 000		- Containers	1,742.50	
			412 - 537 80 34 000		- Containers	655.11	
			412 - 537 80 34 000		- Containers	3,702.02	
			412 - 537 80 34 000		- Containers	4,878.16	
			412 - 537 80 34 000		- Containers	19,939.05	
<b>3093</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181512</b>	<b>Rene's World</b>		<b>9.77</b>
			001 - 558 60 31 000		- Supplies/Books	9.77	
<b>3094</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181513</b>	<b>Ricoh USA Inc</b>		<b>608.35</b>
			001 - 521 20 48 000		- Repairs & Maintenance	79.94	
			001 - 521 20 48 000		- Repairs & Maintenance	75.95	
			001 - 521 20 48 000		- Repairs & Maintenance	75.95	
			001 - 521 20 48 000		- Repairs & Maintenance	72.34	
			001 - 522 20 45 000		- Equipment Lease	75.95	
			001 - 522 20 45 000		- Equipment Lease	75.95	
			001 - 522 20 48 000		- Repairs/Maint-Equip	79.94	
			001 - 522 20 48 000		- Repairs/Maint-Equip	72.33	
<b>3095</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181514</b>	<b>SK Co Dept Of Emerg Mgmt</b>		<b>5,645.82</b>
			001 - 525 10 51 000		- Dept Of Emerg Management	5,645.82	
<b>3096</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181515</b>	<b>Seawestern Fire Fighting Equip</b>		<b>157.33</b>
			001 - 522 20 48 000		- Repairs/Maint-Equip	157.33	
<b>3097</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181516</b>	<b>Sedgwick CMS</b>		<b>1,402.94</b>
			001 - 511 60 21 001		- Industrial Insurance	1.30	
			001 - 512 50 21 001		- Industrial Insurance	2.49	
			001 - 513 10 21 001		- Industrial Insurance	2.49	
			001 - 514 23 21 001		- Industrial Insurance	2.98	
			001 - 515 30 21 001		- Industrial Insurance	0.65	
			001 - 518 80 21 001		- Industrial Insurance	2.60	
			001 - 521 10 21 001		- Industrial Insurance	32.63	
			001 - 521 20 21 001		- Industrial Insurance	445.10	
			001 - 522 20 21 001		- Industrial Insurance	265.33	
			001 - 523 20 21 001		- Industrial Insurance	48.32	
			001 - 524 20 21 001		- Industrial Insurance	2.71	
			425 - 531 50 21 001		- Industrial Insurance	71.15	
			401 - 535 80 21 001		- Industrial Insurance	214.43	
			102 - 536 20 21 001		- Industrial Insurance	24.37	
			412 - 537 80 21 001		- Industrial Insurance	108.03	
			103 - 542 30 21 001		- Industrial Insurance	87.72	
			103 - 543 30 21 001		- Industrial Insurance	0.70	
			501 - 548 30 21 001		- Industrial Insurance	19.76	
			001 - 558 60 21 001		- Industrial Insurance	2.60	
			105 - 572 20 21 001		- Industrial Insurance	15.16	
			101 - 576 80 21 001		- Industrial Insurance	43.97	
			001 - 595 10 21 001		- Industrial Insurance	8.45	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>3098</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181517</b>	<b>Sedro-Woolley Auto Parts</b>	<b>693.66</b>	
					001 - 518 20 48 000 - Repair & Maintenance	112.40	
					001 - 523 20 31 000 - Office/Operating Supplies	15.93	
					412 - 537 50 48 000 - Repairs/maint-equip	152.44	
					412 - 537 50 48 000 - Repairs/maint-equip	527.39	
					412 - 537 50 48 000 - Repairs/maint-equip	-255.88	
					412 - 537 80 31 000 - Operating Supplies	21.69	
					103 - 542 30 31 000 - Operating Supplies	30.13	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	0.03	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	39.02	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	7.38	
					101 - 576 80 31 012 - Operating Sup - Hammer	35.77	
					101 - 576 80 48 021 - Equipment	7.36	
<b>3099</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181518</b>	<b>Sedro-Woolley Volunteer</b>	<b>11,334.50</b>	
					001 - 522 20 11 010 - Salaries-Volunteers	11,334.50	
<b>3100</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181519</b>	<b>Sjostrom Law Office</b>	<b>4,273.97</b>	
					425 - 531 50 31 000 - Operating Supplies	170.96	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	2,778.08	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	1,324.93	
<b>3101</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181520</b>	<b>Skagit 911</b>	<b>3,190.76</b>	
					001 - 522 20 51 000 - Central Dispatch	1,013.67	
					001 - 522 20 51 000 - Central Dispatch	2,177.09	
<b>3102</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181521</b>	<b>Skagit Co. Dept of Public Health</b>	<b>5,110.25</b>	
					001 - 569 00 51 000 - Skagit Senior Services	5,110.25	
<b>3103</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181522</b>	<b>Skagit County Auditor</b>	<b>704.00</b>	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	352.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	352.00	
<b>3104</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181523</b>	<b>Skagit County Sheriff Office</b>	<b>656.00</b>	
					001 - 523 60 51 000 - Prisoners	656.00	
<b>3105</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181524</b>	<b>Skagit County Treasurer</b>	<b>28,044.05</b>	
					114 - 523 60 51 022 - Jail Sales Tax Pass Through 2	27,910.39	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	133.66	
<b>3106</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181525</b>	<b>Skagit Farmers Supply</b>	<b>137.73</b>	
					001 - 521 20 31 002 - Office/Operating Supplies	14.09	
					111 - 521 20 31 111 - Supplies - Kennel	28.20	
					101 - 576 80 31 002 - Operating Sup - RV Park	47.72	
					101 - 576 80 31 002 - Operating Sup - RV Park	47.72	
<b>3107</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181526</b>	<b>Skagit Law Group, PLLC</b>	<b>2,950.00</b>	
					425 - 531 50 31 000 - Operating Supplies	3.76	
					425 - 531 50 31 000 - Operating Supplies	6.17	
					425 - 531 50 31 000 - Operating Supplies	14.16	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	223.60	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	100.43	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	230.10	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	106.64	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	47.90	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	109.74	
					109 - 594 21 62 000 - Seizure - Real Property	2,107.50	
<b>3108</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181527</b>	<b>Skagit Publishing</b>	<b>996.98</b>	
					001 - 558 60 41 010 - Advertising	116.05	
					001 - 558 60 41 010 - Advertising	126.60	
					001 - 558 60 41 010 - Advertising	511.68	
					401 - 594 35 63 010 - Other Improvements	242.65	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3109	05/13/2015	Claims	2	181528	Skagit Valley Signs	1,375.79	
					501 - 594 21 64 501 - Vehicles - Police	591.33	
					101 - 594 76 61 000 - Riverfront Park	784.46	
3110	05/13/2015	Claims	2	181529	Soils Plus LLC	166.13	
					401 - 535 80 31 010 - Operating Supplies	76.38	
					401 - 535 80 31 010 - Operating Supplies	89.75	
3111	05/13/2015	Claims	2	181530	Heather Sorsdal-Hirotaka	6.95	
					001 - 521 40 43 000 - Travel	6.95	
3112	05/13/2015	Claims	2	181531	Sparkle Shop Laundries	16.81	
					001 - 522 20 49 030 - Misc-Laundry	16.81	
3113	05/13/2015	Claims	2	181532	Staples Business Advantage	471.34	
					001 - 514 23 31 000 - Supplies	90.70	
					001 - 514 23 31 000 - Supplies	105.84	
					001 - 521 20 31 002 - Office/Operating Supplies	51.68	
					001 - 521 20 31 002 - Office/Operating Supplies	126.39	
					001 - 521 20 31 002 - Office/Operating Supplies	96.73	
3114	05/13/2015	Claims	2	181533	Paul Taylor	99.72	
					001 - 521 20 27 000 - Retired Medical	99.72	
3115	05/13/2015	Claims	2	181534	Thompson's Greenhouse	233.98	
					401 - 535 80 31 010 - Operating Supplies	233.98	
3116	05/13/2015	Claims	2	181535	Trail Road Express Lube	216.27	
					001 - 522 45 49 000 - Training Facilities	7.33	
					425 - 531 50 41 002 - Contracted Services	208.94	
3117	05/13/2015	Claims	2	181536	Lewis or Susan Trout	29.64	
					425 - 343 10 00 000 - Stormwater Fees	-29.64	
3118	05/13/2015	Claims	2	181537	True Value	562.80	
					001 - 522 20 31 000 - Operating Supplies	48.80	
					001 - 522 20 31 000 - Operating Supplies	-48.80	
					001 - 522 20 31 000 - Operating Supplies	32.53	
					001 - 522 20 35 000 - Small Tools & Minor Equip	43.70	
					001 - 522 20 35 000 - Small Tools & Minor Equip	33.60	
					001 - 523 20 31 000 - Office/Operating Supplies	8.67	
					401 - 535 80 31 010 - Operating Supplies	33.07	
					401 - 535 80 31 010 - Operating Supplies	27.63	
					412 - 537 80 31 000 - Operating Supplies	121.43	
					103 - 542 30 31 000 - Operating Supplies	14.08	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	44.24	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	19.29	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	28.50	
					101 - 576 80 31 006 - Operating Sup - City Hall	24.94	
					101 - 576 80 31 006 - Operating Sup - City Hall	14.08	
					101 - 576 80 31 008 - Operating Sup - Memorial	53.14	
					101 - 576 80 31 012 - Operating Sup - Hammer	5.20	
					101 - 576 80 31 012 - Operating Sup - Hammer	41.19	
					001 - 594 21 64 000 - Machinery & Equipment	17.51	
3119	05/13/2015	Claims	2	181538	William L Tucker	2,000.00	
					001 - 521 20 49 020 - Special Investigations	500.00	
					109 - 521 21 49 010 - Informant Information	1,500.00	
3120	05/13/2015	Claims	2	181539	UPS	121.79	
					001 - 522 20 42 010 - Postage	8.99	
					401 - 535 80 42 015 - Postage	112.80	
3121	05/13/2015	Claims	2	181540	US Bank St. Paul CM-9705	410,100.00	

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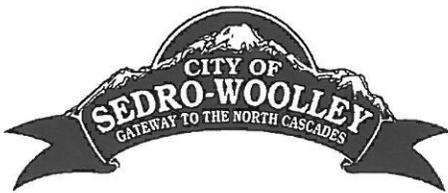
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					407 - 591 35 72 001 - Bond Principal	370,000.00	
					230 - 592 21 83 230 - Bond Interest-GO Bonds	8,800.00	
					407 - 592 35 83 407 - Bond Interest	31,300.00	
<b>3122</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181541</b>	<b>Valley Auto Supply</b>		<b>146.09</b>
					412 - 537 80 35 000 - Small Tools & Minor Equip	132.02	
					101 - 576 80 32 000 - Auto Fuel/Diesel	14.07	
<b>3123</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181542</b>	<b>Valley Freightliner Inc</b>		<b>594.21</b>
					412 - 537 50 48 000 - Repairs/maint-equip	594.21	
<b>3124</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181543</b>	<b>Verizon Wireless</b>		<b>2,444.55</b>
					001 - 513 10 42 020 - Telephone	55.01	
					001 - 514 23 42 020 - Telephone	55.01	
					001 - 515 30 42 001 - Telephone	55.01	
					001 - 518 80 42 020 - Telephone	79.01	
					001 - 521 20 42 020 - Telephone	452.48	
					001 - 521 20 42 020 - Telephone	204.82	
					001 - 521 20 42 020 - Telephone	385.07	
					001 - 522 20 42 020 - Telephone	323.20	
					001 - 522 20 42 020 - Telephone	73.04	
					401 - 535 80 42 020 - Telephone	44.64	
					401 - 535 80 42 030 - Nextel Cell Phones	148.17	
					102 - 536 20 42 020 - Telephone	36.52	
					412 - 537 80 42 025 - Nextel Cell Phones	19.06	
					412 - 537 80 42 025 - Nextel Cell Phones	165.03	
					103 - 542 30 42 020 - Telephone	74.54	
					101 - 576 80 42 020 - Telephone	91.30	
					101 - 576 80 42 020 - Telephone	55.01	
					001 - 595 10 42 025 - Cell Phones	18.26	
					001 - 595 10 42 025 - Cell Phones	109.37	
<b>3125</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181544</b>	<b>WA St Dept Of Prof Licen</b>		<b>372.00</b>
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	297.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	75.00	
<b>3126</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181545</b>	<b>WA St Dept Of Transport</b>		<b>11,570.16</b>
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	11,570.16	
<b>3127</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181546</b>	<b>WA St Off Of Treasurer</b>		<b>8,041.99</b>
					001 - 386 90 00 000 - State Remittances-Court	-8,041.99	
<b>3128</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181547</b>	<b>WA State Criminal Justice</b>		<b>3,063.00</b>
					001 - 521 40 49 000 - Tuition/Registration	3,063.00	
<b>3129</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181548</b>	<b>WA State Dept Of Ecology</b>		<b>6,916.00</b>
					425 - 531 50 51 001 - DOE TMDL Monitoring Fee	6,916.00	
<b>3130</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181549</b>	<b>Washington Tractor</b>		<b>672.53</b>
					103 - 542 30 48 010 - Repair/Maintenance-Equip	592.72	
					101 - 576 80 48 021 - Equipment	79.81	
<b>3131</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181550</b>	<b>Wastequip, LLC</b>		<b>8,183.07</b>
					412 - 537 80 34 000 - Containers	8,183.07	
<b>3132</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181551</b>	<b>Whatcom Occupational Health</b>		<b>110.00</b>
					001 - 521 20 41 001 - Professional Services	110.00	
<b>3133</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181552</b>	<b>Womer &amp; Associates Inc</b>		<b>380.00</b>
					001 - 522 20 41 000 - Professional Services	380.00	
<b>3134</b>	<b>05/13/2015</b>	<b>Claims</b>	<b>2</b>	<b>181553</b>	<b>Wood's Logging Supply Inc</b>		<b>89.45</b>
					102 - 536 20 31 010 - Operating Supplies	20.01	
					102 - 536 20 31 010 - Operating Supplies	27.18	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	42.26	





CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2015

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

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:** Mayor Anderson and City Council Members

**FROM:** Mark A. Freiberger, PE, Director of Public Works

**RE:** **Proposed Resolution 915-15 Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for Design and Construction Phase federal funding obligation for the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South**

**DATE:** May 8, 2015 (for Council action May 13, 2015)

**ISSUE:**

Shall council move to approve Resolution 915-15 authorizing Mayor Anderson to sign and submit the attached Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for the design and construction phases of the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South, totaling \$304,480, including a local match requirement of \$47,520?

**BACKGROUND/DISCUSSION:**

On August 21, 2014, Skagit Council of Governments awarded the city \$34,600 and \$269,880 in federal STPUS funding for the design and construction phases respectively for the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South Project. The attached federal aid Prospectus and Agreement documents will lead to obligation of the design phase federal funds. The city has committed to obligation of the design phase by July 31, 2015 to meet SCOG obligations to the state.

The attached Resolution authorizes the mayor to sign the agreement, and commits the city to providing the required match funds, as well as agreeing to the terms of financing noted in page 2 of the Agreement. The Agreement as attached only shows design phase funding at this time. Under federal rules, a supplemental agreement will be required to request obligation of the construction phase funding after completion of the design phase and environmental clearance. For simplicity, the proposed Resolution includes both design and construction phase funding totals.

As was noted in the May 5, 2015 memo to council summarizing the final costs for the SR20/Cook Road Realignment and Extension Project, sufficient funds are available from the Account 104 Unrestricted funds account for this match. The May 5, 2015 memorandum is also included in the May 13, 2015 council packet.

**MOTION:**

***Move to approve Resolution 915-15 authorizing Mayor Anderson to sign and submit the attached Local Agency Agreement between the City of Sedro-Woolley and the Washington State Department of Transportation for the design and construction phases of the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South, totaling \$304,480, including a local match requirement of \$47,520?***

RESOLUTION 915-15

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING MAYOR ANDERSON TO ENTER INTO AN AGREEMENT WITH WSDOT FOR THE SR20/CASCADE TRAIL WEST EXTENSION PHASE 1A TRAIL ROAD TO SR9 SOUTH PROJECT

WHEREAS, the City authorized the Director of Public Works to submit a funding application to the Skagit Council of Governments for federal funding for the design and construction phases of the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South Project (Project); and

WHEREAS, the Skagit Council of Governments on August 21st, 2014 awarded \$304,480 in Surface Transportation Program funds, including \$34,600 for the design phase and \$269,880 for the construction phase of the Project, and

WHEREAS, the Washington State Department of Transportation (WSDOT) requires execution of a Local Agency Federal Aid Prospectus and Local Agency Agreement prior to obligation of federal funds, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley as follows:

Council authorizes Mayor Anderson to sign the abovementioned agreements for submission to WSDOT, and

Council authorizes use of Account 104 Unrestricted funds totaling \$47,520, including \$5,400 for the design phase and \$42,120 for the construction phase for the project, and

Council agrees to the Local Ad and Award Method C financing requirements as noted on Page 2 of the Local Agency Agreement.

PASSED by the majority vote of the members of the Sedro-Woolley City Council this 13th day of May, 2015.

\_\_\_\_\_  
Mayor Mike Anderson

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Patsy Nelson, Finance Director

\_\_\_\_\_  
Eron, Berg, City Attorney

Prefix		Route	( )	Date	5/8/2015
Federal Aid Project Number		SR20		DUNS Number	878469774
Local Agency Project Number	2015-PW-02	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001361

Agency Sedro-Woolley		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title SR20/Cascade Trail West Extension - Phase 1A Trail Road to SR9 South				Start Latitude	N 48.502884
				End Latitude	N 48.504979
Start Longitude		W 122.252762		End Longitude	
W 122.247198					
Project Termini From - To Trail Road SR9 South			Nearest City Name Sedro-Woolley		Project Zip Code (+ 4) 98284
Begin Mile Post	End Mile Post	Length of Project		Award Type	
64.51	64.81	0.30 miles		<input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
SR20	64.51	64.81	1150	29	Skagit
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number
Northwest Region	39		2		30

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$40,000	\$5,400	\$34,600	7	2015
R/W					
Const.					
<b>Total</b>	<b>\$40,000</b>	<b>\$5,400</b>	<b>\$34,600</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width 60' to 70'	Number of Lanes 3 to 4
-----------------------------	---------------------------

SR20 is an Urban Other Principal Arterial FC U1 with roadway width from 60' to 70' wide and three to four lanes in this vicinity. The right of way is 67' wide north of the centerline, and 33' wide south of the centerline. The north side of the route includes a paved shoulder draining into a grassed swale for 840 lf, with 100 lf curb & gutter at the Trail Road intersection and 650 lf from the SR9 South intersection west. An existing 5' sidewalk is located inboard of the north right of way line for 210' of the route near MP 64.72. An existing undersized storm drain with periodic catch basins is located under the grassed swale on the north side of the route for the length of the project.

**Description of Proposed Work**

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

Construct a shared use path along the north side of SR20 between Trail Road and SR9 South.

Local Agency Contact Person Mark A. Freiberger, PE	Title Director of Public Works	Phone 360-855-9933
Mailing Address 325 Metcalf Street	City Sedro-Woolley	State WA
		Zip Code 98284

By   
Project Prospectus Approval \_\_\_\_\_ Approving Authority

Title Director of Public Works Date 5/8/2015

Agency Sedro-Woolley	Project Title SR20/Cascade Trail West Extension - Phase 1A	Date 5/8/2015
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### Type of Proposed Work

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

### Geometric Design Data

Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Urban
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Rural
		<input type="checkbox"/> NHS
		<input type="checkbox"/> Principal Arterial
		<input type="checkbox"/> Minor Arterial
		<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	
Design Speed	35	
Existing ADT	10,000	
Design Year ADT	10,000	
Design Year	2016	
Design Hourly Volume (DHV)	960	

### Performance of Work

Preliminary Engineering Will Be Performed By Sedro-Woolley Engineering with consultant surveying and geotechnical	Others 10 %	Agency 90 %
Construction Will Be Performed By Contract for construction, with CM by Sedro-Woolley Engineering	Contract 80 %	Agency 20 %

### Environmental Classification

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

### Environmental Considerations

The proposed project is predominately located in an existing grassed swale on the north side of SR20. The project will replace an existing undersized storm drain for the length of the project. There are no known critical areas within the project area.

Agency Sedro-Woolley	Project Title SR20/Cascade Trail West Extension - Phase 1A	Date 5/8/2015
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### Right of Way

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

### Utilities

<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract
---

### Railroad

<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The existing storm drain line located in the grassed swale and driveways on the north side of SR20 within the project limits will be upgraded as part of the project. Minor utility adjustments may be required to relocate conflicting utility poles and underground utility cables, gas and water lines.

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

Remarks

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

Agency Sedro-Woolley

Date \_\_\_\_\_

By \_\_\_\_\_

Mayor/Chairperson

# Local Agency Agreement

**Agency** Sedro-Woolley  
**Address** 325 Metcalf Street  
Sedro-Woolley, WA 98284

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
**Project No.** \_\_\_\_\_  
**Agreement No.** \_\_\_\_\_  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

### Project Description

Name SR20/Cascade Trail West Extension - Phase 1A Trail Road to SR9 South Length 0.30 miles  
 Termini SR20 MP 64.51 Trail Road to SR20 MP 64.81 SR9 South

### Description of Work

Construct a shared use path along the north side of SR20 between Trail Road and SR9 South.

Project Agreement End Date: 2018  
 Proposed Advertisement Date: July 2016

Claiming Indirect Cost Rate  
 Yes  No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
<u>13.5</u> % a. Agency	25,000.00	3,375.00	21,625.00
b. Other Consultant Survey	5,000.00	675.00	4,325.00
c. Other Consultant Environmental	10,000.00	1,350.00	8,650.00
d. State			
e. Total PE Cost Estimate (a+b+c+d)	40,000.00	5,400.00	34,600.00
<b>Right of Way</b>			
f. Agency			
g. Other			
h. Other			
i. State			
j. Total RW Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract			
l. Other			
m. Other			
n. Other			
<u>13.5</u> % o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	40,000.00	5,400.00	34,600.00

**Agency Official**

**Washington State Department of Transportation**

By \_\_\_\_\_

By \_\_\_\_\_

Title Mayor

Director, Local Programs

Date Executed \_\_\_\_\_

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

## XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

#### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

#### **XV. Venue for Claims and/or Causes of Action**

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

#### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

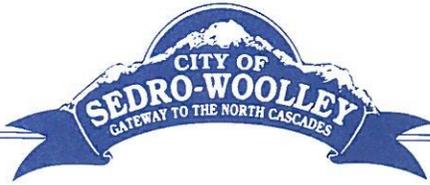
#### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

### **Additional Provisions**

**MAY 13 2015**

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

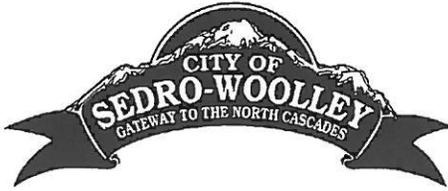


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 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) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: SIRTPO  
FOR MEETING: May 13, 2015

ISSUE: Should the City Council adopt the attached resolution which authorizes the mayor to withdraw the city from the Skagit-Island Regional Transportation Policy Organization?

BACKGROUND: This item was discussed at the Council's May 6, 2015 worksession. Attached for your information are the following documents:

- (1) Draft resolution under consideration;
- (2) SIRTPO Interlocal Agreement (8-22-2000);
- (3) A timeline of discussions provided by Kevin Murphy; and
- (4) RCW 47.80.

The SIRTPO has been a good working relationship between a number of geographically diverse entities. However, Sedro-Woolley suffered a loss of funding from the TAP program not too long ago when the Island Sub Regional RTPO side of the SIRTPO indicated that it would not support the Skagit Sub Regional RTPO's project ranking. Going into the SIRTPO meeting, the Island recommendation was to overrule the Skagit ranking and as a result we withdrew our request. If the RTPO was a single county RTPO, then the Skagit ranking would have been the final decision on the matter and our project would have been funded.

This is only a single example of a bigger issue which is the lack of awareness or relationship between Sedro-Woolley and Island County and its cities. The concept of our representative ranking a project in Coupeville or a Langley representative telling us which projects to fund simply makes no sense. Eliminating the SIRTPO will not eliminate the opportunities for regional conversations and collaboration; a dissolution will allow the Skagit Council of Governments staff to focus on Skagit County regional issues and will restore project ranking and funding decisions to our community.

As it is formed today, I see no advantage for Sedro-Woolley in maintaining the SIRTPO.

RECOMMENDATION: Motion to adopt the attached resolution authorizing the mayor to withdraw the city from the SIRTPO.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON  
WITHDRAWING FROM THE SKAGIT-ISLAND REGIONAL  
TRANSPORTATION PLANNING ORGANIZATION**

**WHEREAS**, the County of Skagit, the County of Island, and the Cities of Anacortes, Burlington, Mount Vernon, Oak Harbor, and Sedro-Woolley, and the Towns of Concrete, Coupeville, Hamilton, Langley, La Conner and Lyman entered into an Inter-Local Agreement dated August 22, 2000 to establish a Skagit-Island Regional Transportation Planning Organization (SIRTPO); and

**WHEREAS**, the SIRTPO, in part, was formed jointly with Island County and its cities because Skagit County did not have sufficient population to form a Regional Transportation Planning Organization (RTPO) on its own; and

**WHEREAS**, Skagit County and its cities and towns now have sufficient population to form an independent RTPO (RCW 47.80.020(1) and (2)); and

**WHEREAS**, the existing SIRTPO structure has led to confusion as to the duties and responsibilities shared and not shared between it and the Skagit Metropolitan Planning Organization (MPO); and

**WHEREAS**, the establishment of an RTPO with an adjoining county may conflict with federal law requirements for organization and operation of the MPO; and

**WHEREAS**, dissolution of the SIRTPO does not in any way impact the function or authority of the MPO or in any way reduce potential funding for transportation projects within Skagit County or Island County; and

**WHEREAS**, dissolving the SIRTPO would allow Skagit County and its cities and towns to better focus on Skagit County regional transportation planning, project development and implementation than does the current SIRTPO structure; and

**WHEREAS**, Section 12 of the SIRTPO Inter-Local Agreement (Withdrawal from the Agreement) allows any member agency to withdraw from the SIRTPO agreement by giving thirty (30) days written notice to the SIRTPO; and

**WHEREAS**, Section 13 of the SIRTPO Inter-Local Agreement (Dissolution of the Organization) specifies that SIRTPO shall continue indefinitely unless dissolved by a majority vote of the total members after proper notice, or on condition that after withdrawal of one or more member agencies resulting in the failure of the remaining agencies to qualify for a designation as a RTPO.

NOW, THEREFORE, BE IT RESOLVED:

**Section 1.** The City Council finds that it is in the best interest of Sedro-Woolley for the SIRTPO to be dissolved and replaced by a single county RTPO that operates under our current Skagit Council of Governments (SCOG)/SCOG Transportation Policy Board agreements and structure.

**Section 2.** The Mayor of the City of Sedro-Woolley's is authorized to withdraw the City from the SIRTPO and provide any required notice that it intends to withdraw from the SIRTPO.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this 13th day of May, 2015, and signed in authentication of its passage this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to form:

\_\_\_\_\_  
Eron Berg, City Attorney

**INTERLOCAL AGREEMENT  
FOR THE  
SKAGIT - ISLAND  
REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

THIS AGREEMENT is made and entered into by and between the undersigned member agencies of the State of Washington to establish the Skagit - Island Regional Transportation Planning Organization (SIRTPO), pursuant to the provisions of the Interlocal Cooperation Act, chapter 39.34 R.C.W., and the Growth Management Act.

This Interlocal Agreement supersedes in all respects that certain Interlocal Agreement for the Skagit - Island Regional Transportation Planning Organization dated April 20, 1994.

**Definitions**

For the purpose of this Interlocal Agreement and all other agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have meaning prescribed to them with this section unless the context of their use dictates otherwise.

1. Member agency shall mean any local government which is a party or becomes party to this Interlocal Agreement and is a county, town, city, transit agency, port authority, or tribe;
2. State shall mean the State of Washington;
3. Region shall mean the territory physically lying within the boundaries of Island and Skagit counties;
4. Population shall mean the population of any general purpose local government as last determined by the State Office of Financial Management for each member agency;
5. Regional population shall be determined by adding together the population of the member agencies;
6. Policy Board shall mean the respective bodies of local elected officials and other designated representatives that have been appointed to carry out all delegated powers and managerial and administrative responsibilities for the Skagit - Island Regional Transportation Planning Organization, the Skagit Sub-Regional Transportation Planning Organization, and the Island Sub-Regional Transportation Planning Organization;
7. Department shall mean the Washington State Department of Transportation, Northwest Region;

8. Technical Committee shall mean the respective committees of staff, technical, or consultant personnel appointed by the member agencies of the SIRTPO and each respective Sub-Regional Transportation Planning Organization to advise their respective Policy Boards on matters relating to the Regional and Sub-Regional Transportation Plans and other transportation related issues as appropriate;

Recital

WHEREAS, the undersigned member agencies recognize the need and desirability to participate in a forum for cooperative decision making by elected officials of said agencies in order to bring about a continuous and comprehensive regional transportation planning process; and

WHEREAS, the undersigned member agencies are required to adopt transportation plans consistent with comprehensive land use plans pursuant to the Growth Management Act; and

WHEREAS, the Growth Management Act authorizes establishment of Regional Transportation Planning Organizations through the voluntary association of local governments within a county, or geographically contiguous counties; and

WHEREAS, it is the belief of the undersigned member agencies that state DOT and regional transportation planning receive policy direction from all local governments and affected special purpose districts and other groups; and

WHEREAS, the State of Washington, Washington State Department of Transportation has reviewed and verified the Skagit - Island Regional Transportation Planning Organization Bylaws and Interlocal Agreement and has signed agreements necessary to support the State's transportation planning goals; and

WHEREAS, the undersigned member agencies are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 R.C.W.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed;

1. Organization - Composition and Nature:

The undersigned member agencies have agreed to create an organization called the Skagit - Island Regional Transportation Planning Organization (SIRTPO).

The structure of the SIRTPO, the two Sub-Regional Transportation Planning Organizations, and their respective Policy Boards shall be determined by their adopted Bylaws. Such Bylaws are incorporated into this Agreement by this reference. This Interlocal Agreement shall remain in force until amended or the SIRTPO is dissolved in accordance with paragraph 13 of this

Agreement and the SIRTPO Bylaws. In the event of a conflict between this Agreement and the Bylaws, this Agreement shall prevail.

2. Delegated Authority and Purposes:

The Skagit - Island Regional Transportation Planning Organization shall have the following delegated authorities and purposes:

- A. Provide a forum for cooperative decision making by the region's elected officials in order to bring about a continuous and comprehensive transportation planning process.
- B. Foster cooperation and mediate differences among local governments and the Washington State Department of Transportation throughout the region.
- C. Maintain an ongoing transportation planning system and coordinate actions of local and state government.
- D. Develop, adopt, and update as necessary, a regional transportation plan in cooperation with the Department and SIRTPO member agencies that is: 1) Consistent with local and county comprehensive plans; 2) Consistent with the adopted county-wide planning policies; 3) Is based upon a least-cost planning methodology that identifies the most cost-effective transportation facilities, services and programs; 4) Assesses overall regional development patterns and capital investments; and 5) Designates the regional transportation network in Island and Skagit Counties.
- E. Utilize, to the extent possible, the existing comprehensive plans as the basis for the Skagit - Island Regional Transportation Plan update.
- F. Submit the adopted regional transportation plan to the Department along with the required documentation of the biennial review of local comprehensive plans.
- G. Establish guidelines and principles that provide specific direction for the development and evaluation of the transportation elements of comprehensive plans and to assure that state, regional and local goals for the development of the transportation system are met.
- H. Certify that transportation elements of comprehensive plans adopted by counties and city/towns within the region are consistent with the Growth Management Act of 1990 and amendments thereto, and with the adopted regional transportation plan.
- I. Certify that county-wide planning policies adopted under the requirements of RCW 36.70A.210 and the adopted regional transportation plan are consistent.
- J. Designate a lead planning agency to coordinate preparation of the regional transportation plan and carry-out other responsibilities of the organization.

- K. Ensure that transportation projects proposed within the region are consistent with the regional transportation plan for transportation facilities and services.
- L. Establish level of service standards on state highway and ferry routes of regional significance; review the level-of-service methodologies used by cities and counties planning under RCW 36.70 in order to ensure a consistent regional evaluation of transportation facilities and corridors.
- M. Develop a six-year Regional Transportation Improvement Program (RTIP) which incorporates regional projects and programs and establishes a specific funding program for these projects. Update the six-year RTIP as necessary on an annual basis.
- N. Foster and facilitate cooperation and coordination between regional transportation planning organizations.
- O. Support transportation facilities that encourage economic growth and stability for the region.
- P. Provide assistance and information to local governments in the preparation of local transportation plan elements for inclusion into their comprehensive plans.
- Q. Review and prioritize transportation projects for funding under state and federal programs as necessary.

3. Lead Planning Agency - Designation:

The Washington State Department of Transportation, Northwest Region - Mount Baker Area Planning Office, shall be designated as the lead planning agency for the SIRTPO unless otherwise established by the SIRTPO Policy Board.

4. Lead Planning Agency - Duties:

The lead planning agency shall perform such duties as assigned, provided that funds to carry out such duties are appropriated. The duties of the lead planning agency shall include, but are not limited to the following: provide staff support and coordination for the SIRTPO Policy Board; provide staff support and coordination for the two Sub-Regional Transportation Planning Organization Policy Boards; and administer the planning grants from the Washington State Department of Transportation and other funds as collected for the purposes of the organization. Employees of the lead planning agency shall not be construed to be employees of any other party to this Agreement.

5. Financing:

The Skagit - Island Regional Transportation Planning Organization shall be financed in a manner as provided for in the bylaws adopted by the organization and through such local, state, federal, and/or private funding as becomes available. The Skagit - Island Regional Transportation Planning Organization or the lead planning agency on behalf of the organization, is authorized to

apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions [RCW 39.34.030 (3)(d)].

The Bylaws cannot be changed to require contribution of funding by a party to this Agreement without that party's prior written approval. This Agreement cannot be changed without written consent of all parties hereto.

#### 6. Budget:

Each Sub-Regional Transportation Planning Organization Technical Committee shall annually develop a Unified Planning Work Program (UPWP) and budget that will meet the anticipated expenses for the coming fiscal year. The two Sub-Regional Transportation Planning Organization Policy Boards shall approve their respective Sub-Regional Work Programs. The two sub-Regional Policy Boards shall then forward their approved Sub-Regional Work Programs to the WSDOT Mount Baker Area Region Planning Office for final approval and consolidation into a single work program document.

The respective Sub-Regional Transportation Planning Organization Technical Committees may shift funds within their own budget, provided that it does not result in a greater than ten percent (10%) line item change and the total budget remains at the same amount. A budget line item shift greater than ten percent (10%) will require approval of the Sub-Regional Transportation Planning Organization Policy Board. Revisions to the UPWP or its budget that results in either an increase or a decrease in the total dollar amount of the budget shall be approved by the Sub-Regional Transportation Planning Organization Policy Board as an amendment to the UPWP and its budget. Approval of revisions to the UPWP shall serve as revisions to this Agreement by reference. Such revisions may be made from time to time during the year as needed [RCW 39.34.030 (3)(d)].

#### 7. Eligible Expenditures:

Eligible expenses are those directly related to supporting the development and upkeep of the regional transportation plan and integrated sub-regional plans. The federal cost principles contained in OMB Circular A-87 will be used as guidance for the eligibility of individual cost items. In general, eligible expenses for the following tasks are acceptable:

- maintaining a regional forum through the RTPO and Policy Board for regional transportation planning purposes;
- developing the Regional Transportation Plan through regional planning studies, subarea studies, data collection and analysis, and other activities directly related to regional transportation planning;
- producing required documents such as the planning work program, interlocal agreements, and the regional transportation plan;
- administrative activities to support the regional transportation planning process.

Expenditure of funds received from sources other than state and federal RTPO funds shall be in accordance with the guidelines utilized by the source of the funds, provided that the guidelines are compatible with the guidance in OMB Circular A-87.

8. Available Funding:

Funding for the activities of the SIRTPO and the Sub-Regional Transportation Planning Organizations comes from a variety of sources including federal, state, local government, and other sources. The amounts and sources of the funds supporting the activities of the SIRTPO and the respective Sub-Regional Transportation Planning Organizations will be listed in the annual unified planning work-program (UPWP). The annual UPWP shall be prepared and adopted by the Sub-regional RTPO Boards as noted in section Six of this Agreement. The annual UPWP shall be submitted to WSDOT Northwest Region - Mount Baker Area office in a timely fashion such that it can be reviewed and approved by WSDOT Lead Agency staff prior to June 30<sup>th</sup> of every fiscal year.

9. Audits, Inspection and Retention of Records:

The Washington State Department of Transportation, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all the Skagit - Island Regional Transportation Planning Organization's records with respect to all matters covered by this Interlocal Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Interlocal Agreement. All documents, papers, accounting records, and other material pertaining to costs incurred in connection with the operation of the SIRTPO shall be retained for a period of three (3) years by the respective county, as the lead agency for their Sub-Regional Transportation Planning Organization.

10. Reports:

The lead planning agency shall prepare and present an annual progress report for each calendar year. The annual report shall contain a summary of the activities conducted during the fiscal year and the status of the regional transportation plan.. The annual report shall be submitted to the department no later than thirty (30) days following the close of the state fiscal year. The lead planning agency shall make such changes, amendments, or revisions in the detail of the work as may be required by the department.

11. Amending the Agreement and the Bylaws:

This Agreement and the Bylaws of the SIRTPO and the Sub-Regional Transportation Planning Organizations may be amended at any regular meeting by two-thirds vote of the voting membership; provided that the proposed amendments have been submitted in writing at a previous meeting. The two-thirds amendment vote shall not be applicable to required contribution of funding (see section 5). Bylaws may be suspended at any meeting by the unanimous vote of the members present, provided such attendance constitutes at least two-thirds of the voting membership.

12. Withdrawal from the Agreement:

Any member agency shall have the right to withdraw from the SIRTPO and this Agreement by giving thirty (30) days written notice to the Skagit - Island Regional Transportation Planning Organization. The member agencies that withdraw will not absolve themselves from the

responsibility for meeting financial and other obligations of annual contracts or agreements which exist between the State of Washington or the federal government and the SIRTPO and its member organizations at the time of withdrawal.

13. Dissolution of the Organization:

This Agreement shall continue indefinitely, however, the SIRTPO may be dissolved at any meeting of the Council by a majority vote of the total members for the organization provided that all members were provided one month written notice of the proposed dissolution, and all members provided an opportunity for comment on the motion. The SIRTPO shall also be dissolved on the condition that the number of member agencies withdrawing from the SIRTPO results in a failure of the remaining member agencies within Skagit and Island Counties to qualify for designation as a Regional Transportation Planning Organization [ref. RCW 39.34.030(3)(a)].

14. Disposal of Assets:

Upon termination of this Agreement, any money or assets in possession of the SIRTPO shall be returned to all contributing agencies at the time of the termination. The debts, liabilities, and obligations of the SIRTPO shall not constitute a debt, liability, or obligation of any member agency.

15. Filing:

This Agreement shall be filed with the Skagit County Auditor and the Island County Auditor.

IN WITNESS WHEREOF, this Interlocal Agreement shall have full force and effect from and after this 14th day of June, 2000 and shall continue in full force and effect until such time as the organization is dissolved as provided for in this Agreement.

\_\_\_\_\_  
Island County Commission Chair

\_\_\_\_\_  
Skagit County Commission Chair

\_\_\_\_\_  
Mayor, City of Oak Harbor

\_\_\_\_\_  
Mayor, City of Mount Vernon

\_\_\_\_\_  
Mayor, City of Langley

\_\_\_\_\_  
Mayor, City of Sedro Woolley

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Mayor, City of Anacortes

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Mayor, City of Burlington

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Mayor, Town of Hamilton

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Mayor, Town of LaConner

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Mayor, Town of Coupeville

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Mayor, Town of Lyman

\_\_\_\_\_  
Washington State Dept. of  
Transportation,  
NW Region - Mt. Baker Area Reg. Admin.

\_\_\_\_\_  
Mayor, Town of Concrete

Timeline of discussions relating to the agreement for the Skagit-Island Regional Transportation Planning Organization (SIRTPO) and related structure issues

Meeting	Date	Comments
Island Sub-Regional Transportation Policy Board (RTPO)	July 23, 2014	On Agenda - SIRTPO Organization
Island Sub-RTPO Board	August 27, 2014	On Agenda - SIRTPO Organization – agreement and structure
Island Sub-RTPO Board	September 24, 2014	On Agenda - SIRTPO Organization
Skagit Transportation Policy Board (TPB)	September 17, 2014	On Agenda -SIRTPO Organization – agreement and structure
SIRTPO Policy Board	October 15, 2014	On Agenda - SIRTPO Organization – agreement and structure. Direction to update agreement to be consistent with current methods of operation.
Skagit TPB	November 19, 2014	Discussed, added to December meeting as action item
Jill Boudreau, Steve Sexton, Kevin Murphy, Doug Cox meetings with Island County Commissioners Jill Johnson and Helen Price Johnson	November 24, 2014	Discussed issues with SIRTPO, that have come up at Skagit TPB
SIRTPO Policy Board	December 3, 2014	Not on agenda brought up during other items.
Skagit TPB	December 17, 2014	Action Item. Discussed issues with SIRTPO. Action to create working group to discuss moving forward between Island and Skagit County city/town and county members.
Island Sub-RTPO Board	January 28, 2015	SIRTPO Structure. Information from Skagit TPB December meeting and identify members to working group with Skagit
Skagit and Island Working Group	February 13, 2015	Work group/governance subcommittee meeting of representatives (Ron Wesen, Jill Boudreau, Laurie Gere, Joan Cromley, and Helen Price Johnson) and staff (Kevin Murphy, Doug Cox) to discuss items supported and not supported to frame basis of moving ahead. Representatives from Oak Harbor and towns in Island County did not attend.
Island Sub-RTPO Policy Board	February 25, 2015	On Agenda – SIRTPO Governance Subcommittee update. Not discussed due to time and attendance.

SIRTPO Policy Board	February 26, 2015	Not on agenda. Brought up under new business to give and update on the work group/governance subcommittee. Not discussed due to Skagit County Commissioners not in attendance and Island City/Towns. Discussed next steps of possible workgroup getting together after Island Sub-RTPO Policy Board in March.
Skagit TPB	March 18, 2015	Request from Mayor Sexton to put on April TPB meeting vote on whether to disband SIRTPO or not.
Island-sub-Regional Transportation Planning Organization Letter	April 14, 2015	Island Sub-Board requesting Skagit TPB refrain from voting on dissolving the SIRTPO
Skagit TPB	April 15, 2015	Discussion regarding letter received from Island Sub-Board. Directed Chair to prepare response letter to be reviewed by TPB.
Letter sent from Chair Skagit TPB	April 17, 2015	Response letter from Chair Skagit TPB to Island Sub-Board Chair outlining areas continued to purpose jointly and other not to continue.
SIRTPO Policy Board	April 23, 2015	On Agenda. Staff reviewed proposal for a non-RTPO option to continue regional transportation planning, cooperation and collaboration. Board representatives discussed and requested each County, City and Town governing body vote on continuing or withdrawing from SIRTPO and provide a response in time for the SIRTPO Policy Board meeting in June.



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[RCWs](#) > [Title 47](#) > [Chapter 47.80](#)

## Chapter 47.80 RCW REGIONAL TRANSPORTATION PLANNING ORGANIZATIONS

[Chapter Listing](#) | [RCW Dispositions](#)

### RCW Sections

- [47.80.010](#) Findings -- Declaration.
- [47.80.011](#) Legislative intent.
- [47.80.020](#) Regional transportation planning organizations authorized.
- [47.80.023](#) Duties.
- [47.80.026](#) Comprehensive plans, transportation guidelines, and principles.
- [47.80.030](#) Regional transportation plan -- Contents, review, use.
- [47.80.040](#) Transportation policy boards.
- [47.80.050](#) Allocation of regional transportation planning funds.
- [47.80.060](#) Executive board membership.
- [47.80.070](#) Statewide consistency.
- [47.80.080](#) Majority vote on state matters.
- [47.80.090](#) Regional transportation planning organizations -- Electric vehicle infrastructure.
- [47.80.902](#) Captions not part of law -- 1994 c 158.
- [47.80.903](#) Severability -- 1994 c 158.
- [47.80.904](#) Effective date -- 1994 c 158.

### 47.80.010

#### Findings — Declaration.

The legislature finds that while the transportation system in Washington is owned and operated by numerous public jurisdictions, it should function as one interconnected and coordinated system. Transportation planning, at all jurisdictional levels, should be coordinated with local comprehensive plans. Further, local jurisdictions and the state should cooperate to achieve both statewide and local transportation goals. To facilitate this coordination and cooperation among state and local jurisdictions, the legislature declares it to be in the state's interest to establish a coordinated planning program for regional transportation systems and facilities throughout the state.

[1990 1st ex.s. c 17 § 53.]

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**47.80.011****Legislative intent.**

The legislature recognizes that recent legislative enactments have significantly added to the complexity of and to the potential for benefits from integrated transportation and comprehensive planning and that there is currently a unique opportunity for integration of local comprehensive plans and regional goals with state and local transportation programs. Further, approaches to transportation demand management initiatives and local and state transportation funding can be better coordinated to insure an efficient, effective transportation system that insures mobility and accessibility, and addresses community needs.

The legislature further finds that transportation and land use share a critical relationship that policymakers can better utilize to address regional strategies.

Prudent and cost-effective investment by the state and by local governments in highway facilities, local streets and arterials, rail facilities, marine facilities, nonmotorized transportation facilities and systems, public transit systems, transportation system management, transportation demand management, and the development of high capacity transit systems can help to effectively address mobility needs. Such investment can also enhance local and state objectives for effective comprehensive planning, economic development strategies, and clean air policies.

The legislature finds that addressing public initiatives regarding transportation and comprehensive planning necessitates an innovative approach. Improved integration between transportation and comprehensive planning among public institutions, particularly in the state's largest metropolitan areas is considered by the state to be imperative, and to have significant benefit to the citizens of Washington.

[1994 c 158 § 1.]

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**47.80.020****Regional transportation planning organizations authorized.**

The legislature hereby authorizes creation of regional transportation planning organizations within the state. Each regional transportation planning organization shall be formed through the voluntary association of local governments within a county, or within geographically contiguous counties. Each organization shall:

- (1) Encompass at least one complete county;
- (2) Have a population of at least one hundred thousand, or contain a minimum of three counties; and

(3) Have as members all counties within the region, and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population.

The state department of transportation must verify that each regional transportation planning organization conforms with the requirements of this section.

In urbanized areas, the regional transportation planning organization is the same as the metropolitan planning organization designated for federal transportation planning purposes.

[1990 1st ex.s. c 17 § 54.]

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### **47.80.023**

#### **Duties.**

Each regional transportation planning organization shall have the following duties:

(1) Prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional corridors and shall recommend preferred transportation policies to implement adopted growth strategies. The strategy shall serve as a guide in preparation of the regional transportation plan.

(2) Prepare a regional transportation plan as set forth in RCW [47.80.030](#) that is consistent with countywide planning policies if such have been adopted pursuant to chapter [36.70A](#) RCW, with county, city, and town comprehensive plans, and state transportation plans.

(3) Certify by December 31, 1996, that the transportation elements of comprehensive plans adopted by counties, cities, and towns within the region reflect the guidelines and principles developed pursuant to RCW [47.80.026](#), are consistent with the adopted regional transportation plan, and, where appropriate, conform with the requirements of RCW [36.70A.070](#).

(4) Where appropriate, certify that countywide planning policies adopted under RCW [36.70A.210](#) and the adopted regional transportation plan are consistent.

(5) Develop, in cooperation with the department of transportation, operators of public transportation services and local governments within the region, a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs and transportation demand management measures. The regional transportation improvement program shall be based on the programs, projects, and transportation demand management measures of regional significance as identified by transit agencies, cities, and counties pursuant to RCW [35.58.2795](#), [35.77.010](#), and [36.81.121](#), respectively, and any recommended programs or projects identified

by the agency council on coordinated transportation, as provided in \*chapter [47.06B](#) RCW, that advance special needs coordinated transportation as defined in \*RCW [47.06B.012](#). The program shall include a priority list of projects and programs, project segments and programs, transportation demand management measures, and a specific financial plan that demonstrates how the transportation improvement program can be funded. The program shall be updated at least every two years for the ensuing six-year period.

(6) Include specific opportunities and projects to advance special needs coordinated transportation, as defined in \*RCW [47.06B.012](#), in the coordinated transit-human services transportation plan, after providing opportunity for public comment.

(7) Designate a lead planning agency to coordinate preparation of the regional transportation plan and carry out the other responsibilities of the organization. The lead planning agency may be a regional organization, a component county, city, or town agency, or the appropriate Washington state department of transportation district office.

(8) Review level of service methodologies used by cities and counties planning under chapter [36.70A](#) RCW to promote a consistent regional evaluation of transportation facilities and corridors.

(9) Work with cities, counties, transit agencies, the department of transportation, and others to develop level of service standards or alternative transportation performance measures.

(10) Submit to the agency council on coordinated transportation, as provided in \*chapter [47.06B](#) RCW, beginning on July 1, 2007, and every four years thereafter, an updated plan that includes the elements identified by the council. Each regional transportation planning organization must submit to the council every two years a prioritized regional human service and transportation project list.

[2009 c 515 § 15; 2007 c 421 § 5; 1998 c 171 § 8; 1994 c 158 § 2.]

**Notes:**

\***Reviser's note:** Chapter [47.06B](#) RCW was repealed by 2011 c 60 § 51.

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**47.80.026**

**Comprehensive plans, transportation guidelines, and principles.**

Each regional transportation planning organization, with cooperation from component cities, towns, and counties, shall establish guidelines and principles by July 1, 1995, that provide specific direction for the development and evaluation of the transportation elements of comprehensive plans, where such plans exist, and to assure that state, regional, and local goals for the development of transportation systems are met. These guidelines and principles shall address at a minimum the relationship between transportation systems and the following factors: Concentration of economic activity,

residential density, development corridors and urban design that, where appropriate, supports high capacity transit, freight transportation and port access, development patterns that promote pedestrian and nonmotorized transportation, circulation systems, access to regional systems, effective and efficient highway systems, the ability of transportation facilities and programs to retain existing and attract new jobs and private investment and to accommodate growth in demand, transportation demand management, joint and mixed use developments, present and future railroad right-of-way corridor utilization, and intermodal connections.

Examples shall be published by the organization to assist local governments in interpreting and explaining the requirements of this section.

[1994 c 158 § 3.]

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### **47.80.030**

#### **Regional transportation plan — Contents, review, use.**

(1) Each regional transportation planning organization shall develop in cooperation with the department of transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region, adopt, and periodically update a regional transportation plan that:

(a) Is based on a least cost planning methodology that identifies the most cost-effective facilities, services, and programs;

(b) Identifies existing or planned transportation facilities, services, and programs, including but not limited to major roadways including state highways and regional arterials, transit and nonmotorized services and facilities, multimodal and intermodal facilities, marine ports and airports, railroads, and noncapital programs including transportation demand management that should function as an integrated regional transportation system, giving emphasis to those facilities, services, and programs that exhibit one or more of the following characteristics:

(i) Crosses member county lines;

(ii) Is or will be used by a significant number of people who live or work outside the county in which the facility, service, or project is located;

(iii) Significant impacts are expected to be felt in more than one county;

(iv) Potentially adverse impacts of the facility, service, program, or project can be better avoided or mitigated through adherence to regional policies;

(v) Transportation needs addressed by a project have been identified by the regional transportation planning process and the remedy is deemed to have regional significance; and

(vi) Provides for system continuity;

(c) Establishes level of service standards for state highways and state ferry routes, with the exception of transportation facilities of statewide significance as defined in RCW 47.06.140. These regionally established level of service standards for state highways and state ferries shall be developed jointly with the department of transportation, to encourage consistency across jurisdictions. In establishing level of service standards for state highways and state ferries, consideration shall be given for the necessary balance between providing for the free interjurisdictional movement of people and goods and the needs of local commuters using state facilities;

(d) Includes a financial plan demonstrating how the regional transportation plan can be implemented, indicating resources from public and private sources that are reasonably expected to be made available to carry out the plan, and recommending any innovative financing techniques to finance needed facilities, services, and programs;

(e) Assesses regional development patterns, capital investment and other measures necessary to:

(i) Ensure the preservation of the existing regional transportation system, including requirements for operational improvements, resurfacing, restoration, and rehabilitation of existing and future major roadways, as well as operations, maintenance, modernization, and rehabilitation of existing and future transit, railroad systems and corridors, and nonmotorized facilities; and

(ii) Make the most efficient use of existing transportation facilities to relieve vehicular congestion and maximize the mobility of people and goods;

(f) Sets forth a proposed regional transportation approach, including capital investments, service improvements, programs, and transportation demand management measures to guide the development of the integrated, multimodal regional transportation system. For regional growth centers, the approach must address transportation concurrency strategies required under RCW 36.70A.070 and include a measurement of vehicle level of service for off-peak periods and total multimodal capacity for peak periods; and

(g) Where appropriate, sets forth the relationship of high capacity transportation providers and other public transit providers with regard to responsibility for, and the coordination between, services and facilities.

(2) The organization shall review the regional transportation plan biennially for currency and forward the adopted plan along with documentation of the biennial review to the state department of transportation.

(3) All transportation projects, programs, and transportation demand management measures within the region that have an impact upon regional facilities or services must be consistent with the plan and with the adopted regional growth and transportation strategies.

[2005 c 328 § 2; 1998 c 171 § 9; 1994 c 158 § 4; 1990 1st ex.s. c 17 § 55.]

**47.80.040****Transportation policy boards.**

Each regional transportation planning organization shall create a transportation policy board. Transportation policy boards shall provide policy advice to the regional transportation planning organization and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making. Any members of the house of representatives or the state senate whose districts are wholly or partly within the boundaries of the regional transportation planning organization are considered ex officio, nonvoting policy board members of the regional transportation planning organization. This does not preclude legislators from becoming full-time, voting board members.

[2003 c 351 § 1; 1990 1st ex.s. c 17 § 56.]

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**47.80.050****Allocation of regional transportation planning funds.**

Biennial appropriations to the department of transportation to carry out the regional transportation planning program shall set forth the amounts to be allocated as follows:

- (1) A base amount per county for each county within each regional transportation planning organization, to be distributed to the lead planning agency;
- (2) An amount to be distributed to each lead planning agency on a per capita basis; and
- (3) An amount to be administered by the department of transportation as a discretionary grant program for special regional planning projects, including grants to allow counties which have significant transportation interests in common with an adjoining region to also participate in that region's planning efforts.

[1990 1st ex.s. c 17 § 57.]

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**47.80.060****Executive board membership.**

In order to qualify for state planning funds available to regional transportation planning organizations, the regional transportation planning organizations containing any county with a population in excess of one million shall provide voting membership on its executive board to the state transportation commission, the state department of transportation, the four largest public port districts within the region as determined by gross operating revenues, any

incorporated principal city of a metropolitan statistical area within the region, as designated by the United States census bureau, and any incorporated city within the region with a population in excess of eighty thousand. It shall further assure that at least fifty percent of the county and city local elected officials who serve on the executive board also serve on transit agency boards or on a regional transit authority.

[2007 c 511 § 1; 2005 c 334 § 1; 1992 c 101 § 31.]

**Notes:**

**Section headings not part of law -- Severability -- Effective date -- 1992 c 101:** See RCW [81.112.900](#) through [81.112.902](#).

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**47.80.070**

**Statewide consistency.**

In order to ensure statewide consistency in the regional transportation planning process, the state department of transportation, in conformance with chapter [34.05](#) RCW, shall:

- (1) In cooperation with regional transportation planning organizations, establish minimum standards for development of a regional transportation plan;
- (2) Facilitate coordination between regional transportation planning organizations; and
- (3) Through the regional transportation planning process, and through state planning efforts as required by RCW [47.01.071](#), identify and jointly plan improvements and strategies within those corridors important to moving people and goods on a regional or statewide basis.

[1994 c 158 § 5.]

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**47.80.080**

**Majority vote on state matters.**

When voting on matters solely affecting Washington state, a regional transportation planning organization must obtain a majority vote of the Washington residents serving as members of the regional transportation planning organization before a matter may be adopted.

[2003 c 351 § 2.]

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**47.80.090**

**Regional transportation planning organizations — Electric vehicle infrastructure.**

(1) A regional transportation planning organization containing any county with a population in excess of one million in collaboration with representatives from the department of ecology, the department of commerce, local governments, and the office of regulatory assistance must seek federal or private funding for the planning for, deployment of, or regulations concerning electric vehicle infrastructure. These efforts should include:

(a) Development of short-term and long-term plans outlining how state, regional, and local government construction may include electric vehicle infrastructure in publicly available off-street parking and government fleet vehicle parking, including what ratios of charge spots to parking may be appropriate based on location or type of facility or building;

(b) Consultations with the state building code council and the department of labor and industries to coordinate the plans with state standards for new residential, commercial, and industrial buildings to ensure that the appropriate electric circuitry is installed to support electric vehicle infrastructure;

(c) Consultation with the workforce development council and the student achievement council to ensure the development of appropriate educational and training opportunities for citizens of the state in support of the transition of some portion of vehicular transportation from combustion to electric vehicles;

(d) Development of an implementation plan for counties with a population greater than five hundred thousand with the goal of having public and private parking spaces, in the aggregate, be ten percent electric vehicle ready by December 31, 2018; and

(e) Development of model ordinances and guidance for local governments for siting and installing electric vehicle infrastructure, in particular battery charging stations, and appropriate handling, recycling, and storage of electric vehicle batteries and equipment.

(2) These plans and any recommendations developed as a result of the consultations required by this section must be submitted to the legislature by December 31, 2010, or as soon as reasonably practicable after the securing of any federal or private funding. Priority will be given to the activities in subsection (1)(e) of this section and any ordinances or guidance that is developed will be submitted to the legislature, the department of commerce, and affected local governments prior to December 31, 2010, if completed.

(3) The definitions in this subsection apply throughout this section unless the context clearly requires otherwise.

(a) "Battery charging station" means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

(b) "Battery exchange station" means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

(c) "Electric vehicle infrastructure" means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

(d) "Rapid charging station" means an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels, which meets or exceeds any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

[2012 c 229 § 592; 2009 c 459 § 2.]

**Notes:**

**Effective date -- 2012 c 229 §§ 101, 117, 401, 402, 501 through 594, 601 through 609, 701 through 708, 801 through 821, 902, and 904:** See note following RCW 28B.77.005.

**Finding -- Purpose -- 2009 c 459:** "The legislature finds the development of electric vehicle infrastructure to be a critical step in creating jobs, fostering economic growth, reducing greenhouse gas emissions, reducing our reliance on foreign fuels, and reducing the pollution of Puget Sound attributable to the operation of petroleum-based vehicles on streets and highways. Limited driving distance between battery charges is a fundamental disadvantage and obstacle to broad consumer adoption of vehicles powered by electricity. In order to eliminate this fundamental disadvantage and dramatically increase consumer acceptance and usage of electric vehicles, it is essential that an infrastructure of convenient electric vehicle charging opportunities be developed. The purpose of this act is to encourage the transition to electric vehicle use and to expedite the establishment of a convenient, cost-effective, electric vehicle infrastructure that such a transition necessitates. The state's success in encouraging this transition will serve as an economic stimulus to the creation of short-term and long-term jobs as the entire automobile industry and its associated direct and indirect jobs transform over time from combustion to electric vehicles." [2009 c 459 § 1.]

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**47.80.902**

**Captions not part of law — 1994 c 158.**

Captions used in this act do not constitute any part of the law.

[1994 c 158 § 11.]

**47.80.903****Severability — 1994 c 158.**

If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

[1994 c 158 § 12.]

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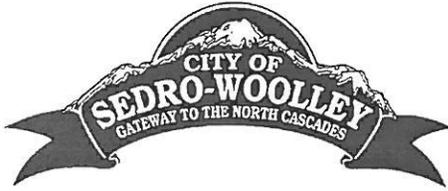
**47.80.904****Effective date — 1994 c 158.**

This act shall take effect July 1, 1994.

[1994 c 158 § 13.]

CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2015



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 12

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Recycling/Yard waste contract expiration  
FOR MEETING: May 13, 2015

ISSUES: Should the city proceed with providing residential and commercial recycling and yard waste after the end of our contract with Waste Management which is August 31, 2015?

BACKGROUND: This topic was discussed in detail at the worksession last week. As we discussed, the EOW program is not scalable to the whole city at this time. The ordinance passed last year that created the EOW rate structure sunsets on May 31, 2015; residents in the pilot program are receiving letters thanking them for participating in the program and advising them that regular weekly service is returning June 1<sup>st</sup>.

Attached is a detailed memo from Leo Jacobs detailing the proposal to provide residential and commercial curbside recycling and yard waste services as part of the city's utility. We believe we can implement this program with no rate increase at this time, but want the Council to fully understand that the alternate option (WM) includes a significant rate increase that would be effective September 1, 2015. We will want to evaluate the program and rate structure next year. Also, please keep in mind that Skagit County is continuing to discuss a significant rate increase at the transfer station.

Because the Waste Management contract expires at the end of August, we will have to get started shortly to implement the service within the city. Here are the steps that will be needed to implement:

City Council decision point:	NLT May 27, 2015
Negotiate and execute contract for bulk commodities:	NLT June 10, 2015
Negotiate and execute contract for yard waste disposal:	NLT June 10, 2015
Budget amendment to address new program:	June 10, 2015
Communicate with residents about pending change in service:	July & August bills
Order totes (already publicly bid/4 week lead time):	NLT June 15, 2015
Order truck (either bid or piggyback/180 day lead time):	June for January delivery
Hire new FTE:	August 1, 2015
Adopt commercial recycling rates:	August 12, 2015

Deliver totes to approx.. 3,500 households:  
Implement first week of pick up:

August 15-31, 2015  
September 1, 2015

Our goal tonight is to provide the council with additional information as requested at the worksession, understand any additional information requests needed for the council to make a decision and provide direction. We are ready to move forward with implementation at this time.

RECOMMENDATION: Provide direction to staff.

TO: City Council  
FROM: Leo Jacobs, Solid Waste & Fleet Supervisor  
DATE: May 8, 2015  
RE: Proposal to Collect Curbside Recycling & Yard Waste

**Curbside Recycling and yard waste proposal:**

The solid waste department can collect our recyclables and create the same great customer service we do in the trash collecting. We can do this by adding one additional staff person in 2015. The position is the one we did not refill back in 2013 when Bob Rindal left. We will still need to purchase toters for the customers and a truck to provide the service. We will still save money over contracting out plus we can use our outstanding customer service to take care of our customers. WM recently gave us our possible new rates and we are looking at an increase in both recycling and YW services in the City.

**Operationally:** Starting September 1, 2015 we would propose to collect the recycling and yard waste, the proposal includes some different options. We would need to rehire one FTE; it's our unfilled position that was not refilled in 2013. We will pick up the recycling EOW as it is now and take on the yard waste program which is subscriber based.

**Collection operation:**

Collection of curbside recycling will consist of every other week service (EOW) as it is now with waste management with garbage staying at every week. The collection service will start by using our back up truck to collect the recycling EOW while we wait for a new truck to be built. The routes are the same as we do now with the exception that it will be EOW. The worst case scenario is that one of our frontline trucks break down, we will likely have to work some overtime to cover the situation. For instance if on recycling week the garbage collection truck breaks down the recycling truck will have to finish its route and after dumping the recycling, then go to collect the garbage route. It's a strategy we have employed many times before and not unusual to our current operations.

Yard waste collection will be on Mondays; all the trucks are available due to our garbage routes running Tuesday thru Friday. The yard waste route consists of about 900 customers that will be collected on Mondays. WM currently collects this on Tuesdays. It should be an easy transition for the customers. If a truck break down happens we have trucks and staff that can cover the situation. With our control of this program we can promote even more food waste to go into this recycling stream.

**Where would our recycling go?**

WM has offered us, to drop off our recycling at their facility on Peterson road by the airport. Their current fee they would charge us is \$40 per ton of recycling with zero dollars back for commodities sales. Based on our current 900 tons for a total disposal cost for one year would be approximately \$40,000. I am still working out the last details for two other processing alternatives and hope to have more detail shortly. Our source separated recycling such as cardboard or mixed paper will go to the processor with the best price.

**Where would our yard waste go?**

We would contract with Skagit Soils out by the airport they are charging \$40 per ton for disposal with a four year contract.

**Our experience with these programs:**

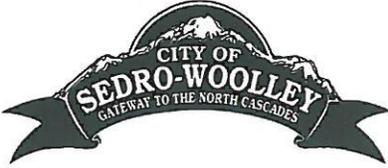
We have been collecting recycling on an EOW basis from the Upper Skagit Tribe since 2005; we have been collecting all 50 residential customers and 3 commercial and 3 multifamily. One of the great advantages of collecting both products is we are able to make sure the recycling is recycling and if it's not we bill it as garbage rates. This is something we are not able to control in the City limits at this point because of lack of cooperation with our contractor. We also ran a food waste collection pilot project several years back which was very successful and that helped get food waste started in the Skagit Valley.

**Effects on current services:**

Garbage services will not be altered. Our customer service will be enhanced by the solid waste department handling all collections and deliveries in the City. A one stop shopping approach is amenable to many of our customers. Currently we are experiencing many difficulties with WM including their transition to a US based call center in which our customers are not getting recycling or yard waste containers delivered to them and many more are experiencing extremely long delays up to many weeks before they get their containers and service starts. We have been collecting complaints and can provide copies of them upon request.

<b>City of Sedro-Woolley</b>			
<b>Solid Waste Division</b>			
<b>Proposals</b>			
<b><u>RECYLING PROGRAM</u></b>			
<b><u>Current Revenue</u></b>			\$137,200.00
<b><u>Annual Operational Costs</u></b>			
Recycling disposal WM			\$36,000.00
Commodities Revenue	will vary		\$0.00
Truck/Operator per hour			\$53,704.00
Diesel - estimated			\$8,300.00
Repairs & maintenance - estimated			\$6,900.00
<b><u>One Time Capital Costs</u></b>			
Toters purchase (NEW)	3,200		\$179,606.00
New Automated Truck (180 days)			\$300,000.00

<b><u>YARD WASTE PROGRAM</u></b>			
<b><u>Current Revenue</u></b>			\$96,120.00
<b><u>Annual Operational Costs</u></b>			
Cost of YW disposal			\$19,008.00
Truck/Operator per hour			\$21,935.00
Diesel			\$16,500.00
<b><u>One Time Capital Costs</u></b>			
Toters purchase (NEW)	1,000		\$53,280.00
<b><u>Combined Programs Annualized</u></b>			
Revenue at current rates			\$233,320
Less: Operating Costs			162,347
Net Operating Revenue			70,973
Less: Truck Amortization 10 yrs			30,000
Less: Toter Amortization 20 yrs			11,644
Contribution to S-W Department			\$29,329



**Building, Planning and Engineering Departments**

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

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**MEMO:**

**To:** City Council  
Mayor Anderson

**From:** John Coleman, AICP   
Planning Director

**Date:** May 13, 2015

**Subject:** Sign Permit Fees – Amendment to Fee Schedule - *First Read*

CITY COUNCIL AGENDA  
REGULAR MEETING

**MAY 13 2015**

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

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**ISSUE**

Should the City Council reduce the permit application fees for surface mounted commercial signs and sign inserts for existing sign cabinets?

**PROJECT DESCRIPTION / HISTORY**

Currently the permit application fee for surface mounted commercial signs (façade signs) and sign inserts in existing sign cabinets is \$100. Mayor Anderson requested that the fees for those sign permits be reduced. The Council discussed reducing fees at the April 22 meeting and recommended that the fee be reduced to \$25.

Attached is a revised Building, Planning and Engineering Fee Schedule (previously adopted by Resolution 897-14 in April 2014) that includes the proposed revised sign fees. The only proposed changes are on page 2 of the schedule and only affect sign fees.

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

The proposed sign permit fee changes are underlined and the existing fees are ~~stricken through~~.

**RECOMMENDED ACTIONS**

First read – no action requested.

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

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

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

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

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

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

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_ day of May, 2015, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

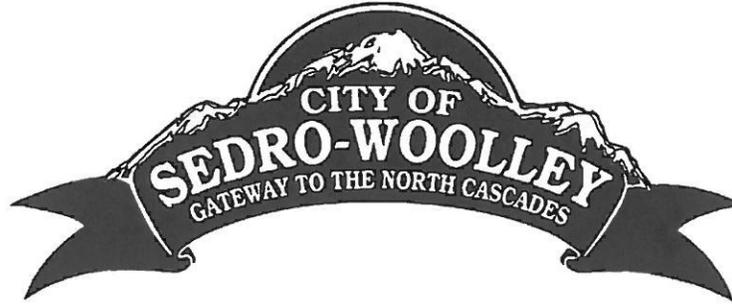
\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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

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

### SECTION 1. BUILDING PERMIT FEES

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

**TABLE 1—BUILDING PERMIT FEES**

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

Structure or Improvement	Valuation
Uninsulated, Unheated Basement	50% of finished space
Non-engineered Wood Frame pole building	\$23.57 per Square foot
Open Carport	\$16.10 per Square foot
Foundations	\$35.00 per linear foot
Fences greater than 6' in height	\$12.84 per linear foot
Decks	\$12.84 per Square foot
Post Frame Building	\$16.10 per Square foot
Commercial Signs	\$100.00 <del>\$25.00</del> Surface mounted \$100.00 <del>\$25.00</del> Replacement of insert to existing sign cabinet \$200.00 Monument \$300.00 Pole-mounted

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

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

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

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

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

## Plumbing Permits

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

## SECTION 2. PLANNING PERMIT FEES

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

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

### SECTION 3. ENGINEERING PERMIT FEES

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

## SECTION 4. OTHER FEES

<b>IMPACT FEES &amp; GENERAL FACILITY CHARGES</b>	
<b>SINGLE-FAMILY RESIDENTIAL</b>	
Fire Impact Fee	\$0.19 per square foot
Fire Impact Fee (Commercial)	\$0.20 per square foot
Park Impact Fee	\$1,500.00
Street Impact Fee	See Fee Schedule Appendix A
School Impact Fee	\$2,649.00
School Administration Fee	\$35.00
Sewer General Facility Charge (Residential)	\$6,995.00
Sewer General Facility Charge (Non-residential)	\$291 per EFU-See Fee Schedule Appendix B
Sewer Inspection Fee	\$36.00
<b>MULTI-FAMILY RESIDENTIAL (4 OR MORE UNITS)</b>	
Fire Impact Fee	\$0.19 per square foot
Fire Impact Fee (Commercial)	\$0.20 per square foot
Park Impact Fee	\$1500.00
Street Impact Fee	See Fee Schedule Appendix A
School Impact Fee	\$1,398.00
School Administration Fee	\$35.00
General Facility Charge (Residential)	\$6,995.00
Sewer General Facility Charge (Non-residential)	\$291 per EFU-See Fee Schedule Appendix B
Sewer Inspection Fee	\$36.00
<b>OTHER</b>	
McGarigle Road Improvement Fee (Sauk Mt. Development Only)	\$1,500.00 per dwelling unit
N. Reed St. Utility Connection Fee (Residential)	\$1,152
N. Reed St. Utility Connection Fee (Non-residential)	\$1,152 per ERU
Cook Rd./Trail Rd. (Residential)	\$3,426
Cook Rd./Trail Rd. (Non-residential)	\$3,426 per ERU
Fruitdale Road Utility Connection Fee	\$3,450.00
North Township Street Utility Connection Fee	\$725.00
Police Mitigation Fee (SEPA MDNS Only)	\$202.96 (if stated in SEPA for project)
Street Impact Fee (Commercial)	Refer to TIF (1.3) Table in Engineering. Contact Engineering Dept. for assistance in calculating fees.
Impact Fee Appeal	\$300.00 Plus \$50/hour plus consultant fees and attorney fees
General Facilities Charge Credit- decommission septic system per 13.16.140	\$2,855.00
Administrative Fee to process credit	\$30.00

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

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

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

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

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

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

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

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

# Appendix A- Traffic Impact Fees for Single Family Dwellings

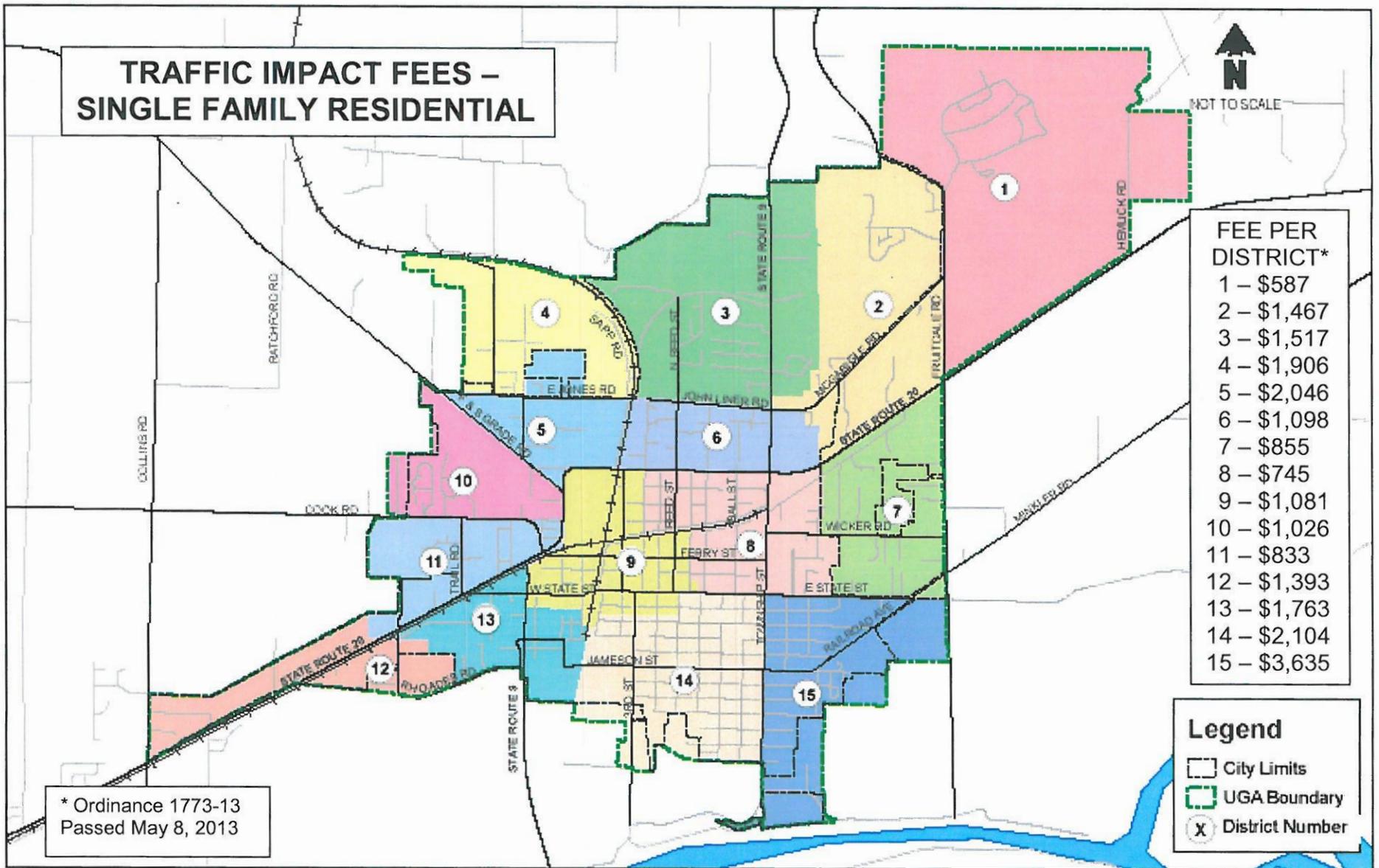
# TRAFFIC IMPACT FEES – SINGLE FAMILY RESIDENTIAL



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

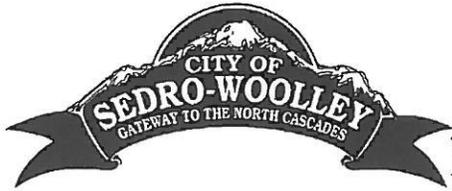
Legend	
	City Limits
	UGA Boundary
	District Number

\* Ordinance 1773-13  
Passed May 8, 2013



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

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



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2015

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

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 Cost Analysis – Contract 2013-PW-01 SR20/Cook Road Realignment and Extension Project**

DATE: May 5, 2015 (for Council review May 13, 2015)

ISSUE For Council information – no action required.

### BACKGROUND/DISCUSSION

The City's **2005 Transportation Plan** identified capacity issues involving the city roadway network, including safety and capacity issues relating to traffic on SR20 through the City. The city submitted an application under the federal 2009 TIGER program for a list of projects to address these issues. Included in this list was extension of Cook Road directly west to SR20 with a new roundabout intersection meant to relieve volume issues at the existing SR20/Cook/Ferry signalized intersection. While the TIGER grant was not awarded, the application provided the framework for additional applications over succeeding years which have funded various projects on the original TIGER list, including the SR20, Metcalf to Township Lane Widening Project and lowering of the highway under the BNSF RR Bridge to obtain 16' clearance, both completed in 2012 with TIB funding. The city continued to submit applications for other portions of the original TIGER list, including federal "Earmark" applications, state Capital Budget requests, and CERB and TIB program applications.

In August 2011, the city applied for federal STPR funding for design of the SR20/Cook Road Realignment and Extension Project through the Skagit Council of Governments. SCOG awarded \$625,000 for the project. Utilizing these funds and local matching funds from the GMA Impact Fee Fund, the city engaged David Evans & Associates in April 2012 to design the project. Design work was completed in June 2013. The design work was sufficiently complete by August 2012 to support a TIB Urban Arterial Program grant application. TIB awarded construction phase funding for the core project in November 2012. Certain elements of the project, bid as Schedules C and D, including sidewalk improvements on SR20 from SR9 South to Harrison, and improvements on F&S Grade Road, were not included in the UAP award. TIB subsequently awarded Urban Sidewalk Program funding for the Schedule C and D sidewalk work with the 2013 grant cycle, fully funding the original project scope.

The construction project was bid in June 2013, and awarded to Strider Construction under contract 2013-PW-01. The original contract award did not include the Schedule C and D sidewalks noted above. This work was added back in to the contract under change order after receipt of the additional TIB USP funding. All work was complete February 23, 2015.

### FINANCIAL

A complete analysis of estimated and final funding and costs is attached.

## ANALYSIS

Design phase work for the original scope included the base project plus Schedules C & D. Additional design work added included an extensive stormwater analysis on SR20 to address capacity concerns, and preparation of plans for modifications to Bingham Park. Four supplemental agreements were issued during the design phase. Council approved the various scope changes as part of the supplemental agreement process. Additional local funding totaling \$136,507 was approved for the design phase. The final match percentage was 20.8% of final construction cost.

Construction phase work was addressed in the April 22, 2015 Final Acceptance memorandum. 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.

Construction Engineering totaled \$587,523, or 12.7% of final construction cost. Overall design engineering and construction management costs totaled 33.5% of final construction cost. This is slightly higher than the anticipated 30%, but as noted above the design phase included significant added work to piece together the stormwater, added Schedules C and D and the Bingham Park work that enhanced this project.

Because the design phase was leveraged against the construction phase for the TIB application, the combined TIB UAP and USP grants paid 91.2% of the construction cost. Final city local match for the construction phase was \$59,748, or 1.3% of construction phase cost. Remaining portions of the cost were from PUD, Skagit Transit and Account 103 for Bingham Park.

Total local funding from GMA (\$293,796) or other Account 104 Arterial Street sources (unrestricted funds \$67,459) totaled \$361,255, which was less than the \$411,121 approved by council as per staff memorandum for Supplemental Agreement 10 to the DEA contract approved October 8, 2014. Overall, the local match represents 5.5% of the \$7,475,191 total value of the project including right of way, or 7.4% without the right of way.

The project funding also covered \$144,502 in staff salaries for design and construction management.

## LOCAL FUNDS REMAINING FOR FUTURE PROJECTS

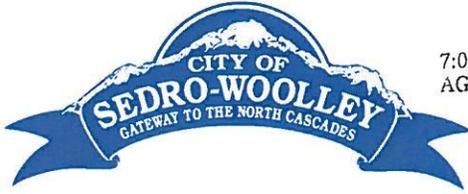
**Account 104 Unrestricted funds** totaled approximately \$163,252 prior to the SR20/Cook Project. This leaves about \$92,000 to provide match for the Jameson Arterial Extension to SR9 Project (\$35,116 PE phase committed) and the SR20/Cascade Trail Phase 1A Project (\$47,520 PE and CN committed), total \$82,366 for both projects. The Jameson project has \$700,000 in federal STPUS funds available, requiring an additional \$6,750 local match, based on our 2014 TIB application. The federal funds will act as match for an anticipated 2016 TIB grant to fund the construction phase, and vice versa for the TIB funds for most of the match for the federal funds.

The **GMA Impact Fee fund** was completely exhausted by the SR20/Cook Project. The fund however has received \$2,196 in new deposits since the beginning of 2015. Additional deposits can be expected with the improving economy.



CITY COUNCIL AGENDA  
REGULAR MEETING

MAY 13 2015



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 9

**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

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MEMO TO: City Council  
FROM: Christine Salseina, Deputy Clerk  
RE: **Report of Contracts approved under SWMC 2.104.060**  
DATE: May 13, 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. Day Wireless Systems Inc.	Amendment No. 1 to Public Works Agreement No. 2015-PW-19	4/21/2015	\$6461.83

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



AMENDMENT NO. 1

To the PUBLIC WORKS AGREEMENT No. 2015-PW-19  
Dated April 21, 2015  
Between The City of Sedro-Woolley, Washington  
And Day Wireless Systems

This Amendment revises the above contract as follows:

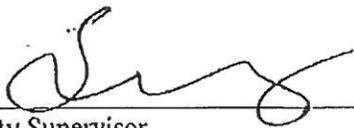
Section III. PAYMENT is revised as follows:

- A. The maximum payable hereunder is \$69,350.31.
- B. Method of compensation per Exhibit A as attached to the agreement, B & C, attached hereto.

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

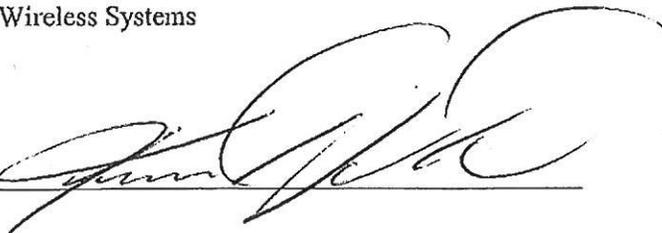
DATED this 21 day of April 2015.

CITY OF SEDRO-WOOLLEY  
A Washington municipal corporation

By:   
City Supervisor

CONTRACTOR:

Day Wireless Systems

By: 

# EXHIBIT B

Quote



**DAY**  
WIRELESS SYSTEMS  
4700 SE International Way  
Milwaukie, OR 97222  
503-659-1240  
rhall@daywireless.com

Quote # 1504-15538-1  
Date: 4/17/2015  
Expiration Date: 7/16/2015

To: City of Sedro Woolley  
Eron Berg

Day Wireless Contact	Project Name	Payment Terms
Ryan Hall	Sedro Woolley PD Antenna Install	Net 30

Parts & Materials			
QTY	Description	Price	Extended Price
250	7/8 COAX	\$5.59	\$1,397.50
2	7/8 AVA5 FX CONNECTORS	\$33.26	\$66.52
3	7/8 GROUNDING KITS	\$26.47	\$79.41
1	HOIST GRIP	\$24.81	\$24.81
8	7/8 SNAP STACK HANGERS	\$33.80	\$270.40
1	1/2 JUMPER	\$92.86	\$92.86
1	GENERAL COVERAGE POLYPHASER	\$95.71	\$95.71
<b>Equipment Total:</b>			<b>\$2,027.21</b>

Labor	
Description of Work	Total
INSTALL ONE ANTENNA SYSTEM MOUNT, ANTENNA AND COAX	\$1,680.00
<b>Labor Total:</b>	<b>\$1,680.00</b>

Other Expenses	
Description	Total
EQUIPMENT SHIPPING	\$57.00
<b>Other Total:</b>	<b>\$57.00</b>

<b>Estimated Taxes:</b>	<b>\$357.60</b>
<b>Grand Total:</b>	<b>\$4,121.81</b>

**Notes**  
This quote is for the installation of one additional mount, antenna, and coax system to the polyphaser on the Dukes hills Tower. Day Wireless will purchase and install the all materials with the exception of the antenna. We will provide a system test once it is installed to ensure proper connectivity. Thank You.

Quotation for goods and services named.  
To Accept this quotation, sign here and return: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you for your Business**

# EXHIBIT C

Quote

**DAY™**  
**WIRELESS SYSTEMS**  
 4700 SE International Way  
 Milwaukie, OR 97222  
 503-659-1240  
 rhall@daywireless.com

Quote # 1504-15540-1  
 Date: 4/17/2015  
 Expiration Date: 7/16/2015

To: City of Sedro Woolley  
 Eron Berg

Day Wireless Contact	Project Name	Payment Terms
Ryan Hall	City of Sedro Woolley Lightening Rod	Net 30

Parts & Materials			
QTY	Description	Price	Extended Price
1	16' LIGHTENING ROD EXTENSION	\$955.00	\$955.00
<b>Equipment Total:</b>			<b>\$955.00</b>

Labor		
Description of Work	Total	
INSTALL LIGHTENING ROD EXTENSION	\$1,155.00	
<b>Labor Total:</b>		<b>\$1,155.00</b>

Other Expenses		
Description	Total	
EQUIPMENT SHIPPING	\$27.00	
<b>Other Total:</b>		<b>\$27.00</b>

**Estimated Taxes: \$203.02**  
**Grand Total: \$2,340.02**

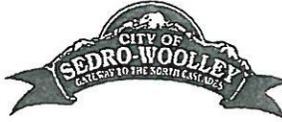
**Notes**  
 This quote is for the purchase and installation of a 16' lightening rod extension on top of the tower at Dukes Hill. Day Wireless will purchase and install the materials. Thank You.

Quotation for goods and services named.

To Accept this quotation, sign here and return:

Date:

**Thank you for your Business**



## PUBLIC WORKS AGREEMENT 2015-PW-19

## Project Name: Duke's Hill SWPD Repeater Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and Day Wireless Systems, 2415 South 200<sup>th</sup> Street, SeaTac, WA 98198, (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: **Site, tower climbing and electrical work as described in the Dukes Hill SWPD Repeater Project bid documents dated March 4, 2015, Addendum No. 1 dated March 25, 2015 and Addendum No. 2 dated March 27, 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 **Eron Berg, City Supervisor**, as its Project Manager. Contractor designates Ryan Hall 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 (\$2 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 **\$62,888.48**
- 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: contractor shall begin work as soon as is practicable and will complete work on or before **10 working days following Notice to Proceed.**
- B. To the extent not inconsistent with this agreement, this contract includes the Request for Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: **Site, tower climbing and electrical work as described in the Dukes Hill SWPD Repeater Project bid documents dated March 4, 2015, Addendum No. 1 dated March 25, 2015 and Addendum No. 2 dated March 27, 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

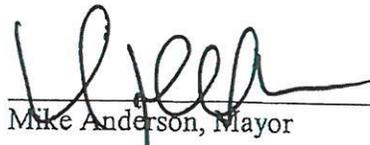
I. Debarment. Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-contractors are listed on any state or federal debarment list.

EXECUTED, this the 14th day of April, 2015, for the Contractor, Day Management Corporation dba Day Wireless Systems



, Contractor

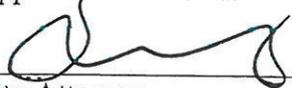
EXECUTED, this the 21 day of April, 2015, for the CITY OF SEDRO-WOOLLEY:

  
Mike Anderson, Mayor

Attest:

  
Patsy K. Nelson  
Finance Director

Approved as to form:

  
City Attorney

**RETAINAGE INVESTMENT OPTION**

CONTRACTOR: Day Management Corporation dba Day Wireless Systems

PROJECT NAME: Dukes Hill SWPD Repeater Project

DATE: April 14, 2015

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)

4/15/15

Date

VP of Operations

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:

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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

## Proposal Form - Addendum No. 1 City of Sedro-Woolley Site Construction, Climbing & Electrical Services

### Tower Work

Section 7 - Duke's Hill Radio Site Tower Work: \$ 5,417.89

### Project Work

Section 8 - Duke's Hill Radio Site Civil Work: \$ 35,025.09

### Project Work

Section 9 - Duke's Hill Radio Site Electrical Work: \$ 17,518.75

Subtotal Sections 7, 8, & 9 \$ 57,961.73

Sales Tax (8.5%) \$ 4,926.75

**TOTAL SECTIONS 7, 8 & 9** \$ 62,888.48

### Time and Materials Work

Section 13.2 - Cost per Man Hour: \$ 95.00 X 48 Hours = \$ 4,560.00

Section 13.3 - Mobilization Costs for a crew of two: \$ 400.00

Section 13.4 - Materials Mark Up: 20 % X \$1000.00 = \$ 200.00

Subtotal Time and Materials \$ 5,160.00

Sales Tax (8.5%) \$ 438.60

**TOTAL TIME & MATERIALS WORK** \$ 5,598.60

**TOTAL PROJECT** \$ 68,487.08

Section 13.5 - Minimum Crew Size 2 persons

### Crew Information

Section 10.1 - Crew Lead Bio Attached? Yes Ryan Hall

Section 10.2 - Crew Members Bios Attached? Yes Josh Ereth

### Project Completion

State the number of working days required for the Contractor to complete the Project from the date the City issues the Notice to Proceed 10 working days

ADDENDUM NO. 1  
Proposal Form  
Duke's Hill SWPD Repeater Project