

Next Ord: 1818-15  
Next Res: 922-15

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**

**July 8, 2015**

**7:00 PM**

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

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....3-28

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
  - Claim Checks #181825 to #181892 in the amount of \$113,945.46
  - Payroll Checks #58601 to #58618 plus EFT's in the amount of \$295,841.30
- d. Possible Bid Award – Public Works Agreement No. 2015-PW-24 – 2015 On-Call Wastewater Treatment Plant Equipment Repairs

- 4. Public Comment.....29

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- 5. Solid Waste Rate changes relating to commercial recycling and curbside food & yard waste (1<sup>st</sup> reading).....30-36

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

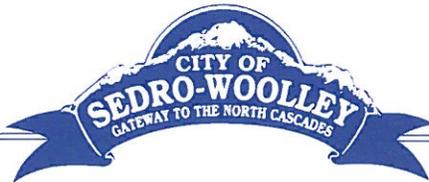
- 6. Northern State: Special Meeting on July 17<sup>th</sup> from 10:00-12:00

**EXECUTIVE SESSION**

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

JUL 08 2015

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



DATE: July 8, 2015  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT CALENDAR

1. CALL TO ORDER - The Mayor will call the July 8, 2015 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.  
  - \_\_\_ Ward 1 Councilmember Kevin Loy
  - \_\_\_ Ward 2 Councilmember Germaine Kornegay
  - \_\_\_ Ward 3 Councilmember Brenda Kinzer
  - \_\_\_ Ward 4 Councilmember Keith Wagoner
  - \_\_\_ Ward 5 Councilmember Hugh Galbraith
  - \_\_\_ Ward 6 Councilmember Rick Lemley
  - \_\_\_ At-Large Councilmember Brett Sandström
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

JUL 08 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  
June 24, 2015 – 7:00 P.M. – Council Chambers

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

The meeting was called to order at 7:00 P.M. by Mayor Pro Tem Wagoner.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #181728 to #181824 plus EFT's in the amount of \$278,698.22
  - Payroll Checks #58588 to #58600 plus EFT's in the amount of \$196,553.19
- Interlocal Cooperative Purchasing Agreement with Kittitas County Hospital District No. 2 and Proposal with Braun NW, Inc. for Ambulance Replacement
- Resolution 919-15 Authorizing an Interfund Loan from the Sewer Cumulative Reserve Fund (410) to Retrofit PSE Owned Streetlights with LED Lighting to Save Money and Providing for Repayment Thereof.
- Resolution 920-15 Confirming the Mayor's Appointment of Brock Stiles as Judge for the Sedro-Woolley Municipal Court
- Possible Contract Award – 2015 On-Call Drainage Ditch Mowing and Cleaning – Contract 2015-PW-15 – Industrial Mowing & Spraying

Councilmember Kornegay questioned item D and the placement of the hyphen on the logo for the Sedro-Woolley Ambulance.

Fire Chief Klinger stated the signage is done by a local company and will include the hyphen.

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

Mayor Pro Tem Wagoner read a letter addressed to Mayor Anderson from Brian Stiles resigning his position as Sedro-Woolley Municipal Judge. Judge Stiles has been appointed by Governor Inslee as a Superior Court Judge.

City Supervisor/Attorney Berg announced at 11:00 on June 25<sup>th</sup> the Oath of Office will be administered by Judge Brian Stiles to his successor, Brock Stiles.

#### Presentation – Sedro-Woolley Rodeo

Doug Wood representing the Sedro-Woolley Rodeo thanked the Council for their support by way of hotel/motel tax funds. He introduced Marcia Johnson from North of the Border, representing the Canadian Flag and Rachel Holmes, Sedro-Woolley Rodeo Queen. Queen Holmes stated she was excited for the upcoming events and invited everyone to attend the Rodeo.

Wood then spoke of a bigger and better rodeo. He noted last year they won the Best Rodeo of the Year which is an award selected by the Cowboys. The rodeo is scheduled for July 3<sup>rd</sup> and 4<sup>th</sup>. Wood also noted they are holding “Friday Night Lights” barrel racing every Friday night.

#### Presentation – Northern State Project Update – Consulting Team

Consultant Jana Hanson introduced Bill Hagar of Maul Foster who presented an update on the progress of the Northern State Project. He reviewed the project scope, schedule and the sub-area elements. He also addressed the technical studies which are still in draft form. The draft EIS is expected to be available to the public at the end of July and will include a 45 day review period with a public hearing. Hagar addressed the purpose of the sub area plan, future use vision, goals, and intent of area delineations, subarea plan policies, land use, open space, recreation and natural resources.

Questions from the Council were entertained regarding the effect on annexations and the web link.

#### Public Comment

No comment received.

### **PUBLIC HEARING**

#### Possible Adoption by Resolution (921-15) of the Six-Year Transportation Improvement Program (TIP) 2016-2021

Public Works Director Freiburger reviewed the 6 year Transportation Improvement Program (TIP), noting it is an annual process in which the program needs are reviewed. He reviewed the 19 projects listed on TIP. Freiburger spoke of the updating of the transportation plan and the overall plan to develop alternative east west corridors. He did note that all projects are funding driven. Also addressed were citywide projects and operational maintenance.

Council questions were addressed regarding how much work is done by City crews for chip seal and overlays, cost, traffic at Northern State and the TIP deadline.

Mayor Pro Tem Wagoner opened the public hearing at 7:39 P.M. with no comments received. The public hearing was closed at 7:39 P.M.

Councilmember Galbraith moved to adopt Resolution No. 921-15 A Resolution Adopting the Six-Year Transportation Improvement Program for the City of Sedro-Woolley, Washington, 2016-2021. Seconded by Councilmember Lemley.

Councilmember Sandström – questioned the late date of the Jameson Sidewalk project and questioned the Jameson & SR9 Intersection Improvements and Safety Enhancements.

Public Works Director Freiburger noted they have been encouraged to apply under the sidewalk program earlier than listed. Traffic calming devices were also discussed

Motion carried (7-0).

## **UNFINISHED BUSINESS**

### Proposed Amendments to the Sedro-Woolley Municipal Code, Chapter 17.04 – Definitions and Chapter 2.90 – Consolidated Planning Procedures

- Ordinance Approving Amendments to Chapter 2.90 SWMC
- Ordinance Approving Amendments to Chapter 17.04 SWMC

Consultant Jana Hanson reintroduced two ordinances for amendment to Chapters 17.04 and 2.90. She noted this is a second read with no changes from the last review.

Councilmember Sandström moved to approve Ordinance No. 1816-15 Approving Amendments to Chapter 2.90 SWMC. Seconded by Councilmember Galbraith. Motion carried (7-0).

Councilmember Galbraith moved to approve Ordinance No. 1817-15 Approving Amendments to Chapter 17.04 SWMC. Seconded by Councilmember Kornegay. Motion carried (7-0).

## **NEW BUSINESS**

## **COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

Fire Chief Klinger – reported the equipment is starting to arrive for the ambulance. He also showed Council one of the tablets that has been purchased through the agreement with the County. Fire Chief Klinger also reported they are gearing up for the 4<sup>th</sup> of July and explained the parade route stationing. He noted it has been very hot and dry and they are already seeing the effects.

Planning Director Coleman – reported the Building Department has been extremely busy. He also reported on the recent Planning Commission meeting and their review of the buildable lands analysis. The analysis has shown that there should be more industrial and commercial land within the Urban Growth Area (UGA). This will be a challenge that the Planning Commission and Council will face in trying to decide where to site the industrial land.

Jana Hanson, Consultant – gave an update on the annexation process. She noted it has been on hold for last couple of months because the Department of Enterprise Services is waiting for the end of the legislative session.

Public Works Director Freiburger – announced an Open House to be held July 8<sup>th</sup>, just preceding the regular Council meeting on the Jameson Arterial Extension to SR9 Project. He stated a mailing will be sent tomorrow to all residents and businesses within a 500 foot radius. He also reported on the preconstruction meeting for the Greenstreet/Virginia/Dean Sewer Project which will start after the 4<sup>th</sup> of July. The grading on the new baseball field has been completed and the project has been turned over to the School District for placement of the water lines and drainage.

City Supervisor/Attorney Berg – reported on the radio testing for the Police tower to be held on Friday. He also stated as part of the 2015 work plan, work is being completed on Township and as a result of a request from neighbors the installation of a traffic calming circle will be placed at Township and Dunlop. Berg brought to Council's attention a recent U.S. Supreme Court decision, Reed vs. Town of Gilbert, regarding signage advertising events and political signs.

Finance Director Nelson – noted the tax implemented as part of the Transportation Benefit District became effective July 1<sup>st</sup>. The first renewal notices are going out including the tax and there has been numerous calls questioning the tax. She also pointed out the 2014 annual impact fee report in the Council packet. The report shows revenues and expenditures since 1998. She reported the utility tax on domestic water is coming in short of what was budgeted.

Councilmember Loy – noted the excellent job on the baseball field and stated he is working on the Skate Board Challenge scheduled for September.

Councilmember Kornegay – encouraged everyone to have a safe 4<sup>th</sup> of July and to enjoy Loggerodeo.

Councilmember Galbrath – reported the local police have been out on Hwy 9. There has also been a presence of the State Patrol.

Councilmember Lemley – thanked the Police Department for their quick response on an incident that happened in front of the Funeral Home. He also expressed thanks to Jeanne McLennan and the Loggerodeo Committee for their work.

Councilmember Sandström – announced the Loggerodeo committee is fine tuning the events and announced that the carnival bracelets can be purchased at the Loggerodeo office.

## **EXECUTIVE SESSION**

The meeting adjourned to executive session at 8:17 P.M. for the purpose to review qualifications of a candidate for public employment under RCW 42.30.110 for approximately 30 minutes, with action anticipated.

The meeting reconvened at 8:53 P.M.

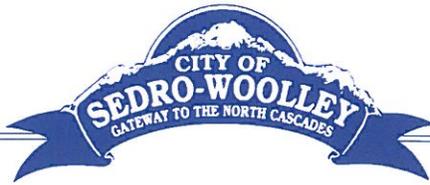
Councilmember Sandström moved to authorize a 17<sup>th</sup> position for a uniform commissioned police officer for the Sedro Woolley Police Department. Seconded by Councilmember Kornegay. Motion carried (7-0).

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

The meeting adjourned at 8:54 P.M.

JUL 08 2015

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



DATE: July 8, 2015  
TO: Mayor Anderson and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending July 8, 2015.

Motion to approve Claim Checks #181825 to #181892 in the amount of \$113,945.46.

Motion to approve Payroll Checks #58601 to #58618 plus EFT's in the amount of \$295,841.30.

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

06/25/2015 To: 07/08/2015

Time: 14:06:38 Date: 07/01/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4622	07/08/2015	Claims	2	181825	APSCO Inc	260.53	
					401 - 535 50 48 020 - Maint Of Pumping Equip	239.83	
					401 - 535 50 48 050 - Maint Of General Equip	20.70	
4623	07/08/2015	Claims	2	181826	Advantage Business &	328.22	
					001 - 512 50 31 000 - Supplies	3.28	
					001 - 514 23 31 000 - Supplies	29.54	
					001 - 518 80 31 000 - Office/Operating Supplies	3.28	
					001 - 521 20 31 002 - Office/Operating Supplies	95.18	
					001 - 522 20 31 000 - Operating Supplies	49.23	
					001 - 524 20 31 000 - Off/Oper Supps & Books	3.28	
					401 - 535 80 31 000 - Office Supplies	32.82	
					102 - 536 20 31 000 - Office Supplies	3.28	
					412 - 537 80 31 000 - Operating Supplies	29.54	
					103 - 542 30 31 000 - Operating Supplies	19.70	
					001 - 558 60 31 000 - Supplies/Books	3.28	
					105 - 572 20 31 000 - Operating Supplies	19.70	
					101 - 576 80 31 000 - Operating Sup - Metcalf Park	16.41	
					001 - 595 10 31 000 - Supplies	19.70	
4624	07/08/2015	Claims	2	181827	Applied Industrial Tech	3,189.66	
					401 - 535 50 48 050 - Maint Of General Equip	3,189.66	
4625	07/08/2015	Claims	2	181828	Aramark Uniform Services	29.88	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
4626	07/08/2015	Claims	2	181829	Assoc Petroleum Products	5,332.75	
					001 - 518 20 32 000 - Auto Fuel	25.38	
					001 - 521 20 32 000 - Auto Fuel	1,341.45	
					001 - 522 20 32 000 - Auto Fuel/Diesel	597.55	
					001 - 523 20 32 000 - Auto Fuel	36.87	
					401 - 535 80 32 000 - Auto Fuel/Diesel	85.94	
					401 - 535 80 32 000 - Auto Fuel/Diesel	74.30	
					102 - 536 20 32 000 - Auto Fuel/Diesel	126.29	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,269.09	
					412 - 537 80 32 000 - Auto Fuel/Diesel	91.44	
					103 - 542 30 32 000 - Auto Fuel/Diesel	158.59	
					103 - 542 30 32 000 - Auto Fuel/Diesel	333.58	
					103 - 542 30 32 000 - Auto Fuel/Diesel	568.96	
					103 - 542 30 32 000 - Auto Fuel/Diesel	305.19	
					101 - 576 80 32 000 - Auto Fuel/Diesel	318.12	
4627	07/08/2015	Claims	2	181830	Bay City Supply	170.07	
					401 - 535 80 31 010 - Operating Supplies	100.55	
					101 - 576 80 31 009 - Operating Sup - Bingham Par	69.52	
4628	07/08/2015	Claims	2	181831	Birch Equipment Co Inc	494.56	
					412 - 537 80 31 000 - Operating Supplies	-2.22	
					412 - 537 80 31 000 - Operating Supplies	54.23	
					412 - 537 80 35 000 - Small Tools & Minor Equip	147.52	
					101 - 576 80 35 000 - Small Tools & Minor Equip	295.03	
4629	07/08/2015	Claims	2	181832	Carl's Towing Inc	90.05	
					412 - 537 80 41 000 - Professional Services	90.05	
4630	07/08/2015	Claims	2	181833	Chemsearch	162.15	
					401 - 535 80 31 010 - Operating Supplies	162.15	
4631	07/08/2015	Claims	2	181834	Cities Insurance Assoc	693.41	
					101 - 576 80 46 000 - Insurance	693.41	

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City Of Sedro-Woolley  
MCAG #: 0647

06/25/2015 To: 07/08/2015

Time: 14:06:38 Date: 07/01/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4632	07/08/2015	Claims	2	181835	Cues	477.24	
					401 - 535 50 48 010 - Maintenance Of Lines	477.24	
4633	07/08/2015	Claims	2	181836	Data Base Records Destruction LLC	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.51	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.50	
4634	07/08/2015	Claims	2	181837	E & E Lumber	330.49	
					001 - 522 50 48 020 - Repair/Maint-Garage	99.51	
					001 - 522 50 48 020 - Repair/Maint-Garage	-14.86	
					102 - 536 20 48 030 - Repair/Maintenance-Land	39.68	
					102 - 536 20 48 030 - Repair/Maintenance-Land	27.42	
					103 - 542 64 31 001 - Painting & Striping Supplies	97.83	
					101 - 576 80 48 001 - Riverfront	15.28	
					101 - 576 80 48 001 - Riverfront	9.67	
					101 - 576 80 48 012 - Harry Osborne	7.05	
					101 - 576 80 48 016 - City Hall	48.91	
4635	07/08/2015	Claims	2	181838	E.D. Hovee & Company, LLC	8,060.00	
					001 - 558 60 41 000 - Professional Services	8,060.00	
4636	07/08/2015	Claims	2	181839	Edge Analytical Inc	951.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	146.00	
					401 - 535 80 41 000 - Professional Services	47.00	
					401 - 535 80 41 000 - Professional Services	176.00	
					401 - 535 80 41 000 - Professional Services	477.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	35.00	
4637	07/08/2015	Claims	2	181840	Emergency Medical Products Inc	305.25	
					001 - 522 20 31 011 - EMS Supplies	305.25	
4638	07/08/2015	Claims	2	181841	Enterprise Office Systems	174.53	
					001 - 512 50 31 000 - Supplies	113.13	
					001 - 512 50 31 000 - Supplies	41.94	
					001 - 514 23 31 000 - Supplies	19.46	
4639	07/08/2015	Claims	2	181842	Fastenal Company	208.39	
					401 - 535 80 31 010 - Operating Supplies	113.83	
					501 - 548 30 31 000 - Operating Supplies	94.56	
4640	07/08/2015	Claims	2	181843	Federal Certified Hearing	20.00	
					401 - 535 80 41 000 - Professional Services	20.00	
4641	07/08/2015	Claims	2	181844	Frontier Building Supply	2,972.90	
					103 - 542 64 31 001 - Painting & Striping Supplies	2,946.86	
					103 - 542 64 31 001 - Painting & Striping Supplies	26.04	
4642	07/08/2015	Claims	2	181845	Frontier	257.95	
					001 - 522 20 42 020 - Telephone	154.67	
					101 - 576 80 47 010 - Community Center	103.28	
4643	07/08/2015	Claims	2	181846	Gall's LLC	801.53	
					001 - 594 21 64 000 - Machinery & Equipment	801.53	
4644	07/08/2015	Claims	2	181847	Glenn Gardner	108.50	
					001 - 521 20 48 010 - Repair & Maint - Auto	108.50	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4645	07/08/2015	Claims	2	181848	Grainger Parts	1,164.21	
					401 - 535 50 48 050 - Maint Of General Equip	1,164.21	
4646	07/08/2015	Claims	2	181849	Great America Financial Svcs	125.69	
					105 - 572 20 48 020 - Repair/Maintenance-Equip	125.69	
4647	07/08/2015	Claims	2	181850	Groeneveld	256.16	
					501 - 548 30 31 000 - Operating Supplies	256.16	
4648	07/08/2015	Claims	2	181851	HB Jaeger Co LLC	102.86	
					401 - 535 50 48 010 - Maintenance Of Lines	102.86	
4649	07/08/2015	Claims	2	181852	Honey Bucket	150.00	
					101 - 576 80 47 070 - City Hall	75.00	
					101 - 576 80 47 090 - Portable Toilets	75.00	
4650	07/08/2015	Claims	2	181853	Ingram Library Services	410.57	
					105 - 594 72 64 000 - Books & Materials	42.69	
					105 - 594 72 64 000 - Books & Materials	57.01	
					105 - 594 72 64 000 - Books & Materials	195.33	
					105 - 594 72 64 000 - Books & Materials	63.92	
					105 - 594 72 64 000 - Books & Materials	22.33	
					105 - 594 72 64 000 - Books & Materials	29.29	
4651	07/08/2015	Claims	2	181854	Kron/Knights of Veritas	225.00	
					105 - 572 20 34 000 - Summer Reading Program	225.00	
4652	07/08/2015	Claims	2	181855	Lakeside Industries	22,979.87	
					103 - 595 30 63 020 - Contracted Overlay	3,524.93	
					103 - 595 30 63 020 - Contracted Overlay	4,425.02	
					103 - 595 30 63 020 - Contracted Overlay	14,760.84	
					103 - 595 30 63 020 - Contracted Overlay	269.08	
4653	07/08/2015	Claims	2	181856	Law Office of Scott G. Thomas	847.00	
					112 - 515 30 41 112 - Legal Services	847.00	
4654	07/08/2015	Claims	2	181857	Lithtex NW	133.10	
					001 - 512 50 31 000 - Supplies	133.10	
4655	07/08/2015	Claims	2	181858	Loggers And Contractors	469.70	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	455.70	
					101 - 594 76 63 015 - Janicki Field Construction	14.00	
4656	07/08/2015	Claims	2	181859	Lou's Gloves Inc.	267.00	
					401 - 535 80 31 010 - Operating Supplies	267.00	
4657	07/08/2015	Claims	2	181860	Arnie Melum	30.00	
					101 - 362 40 10 000 - Space Rent-RV Park - Riverfr	-30.00	
4658	07/08/2015	Claims	2	181861	Mitel Networks Inc	991.20	
					001 - 518 80 49 000 - Software Maint & Support	991.20	
4659	07/08/2015	Claims	2	181862	North Hill Resources Inc	60.65	
					101 - 576 80 48 003 - Bingham Caretaker	60.65	
4660	07/08/2015	Claims	2	181863	Northern Safety & Industrial	198.16	
					001 - 522 20 31 000 - Operating Supplies	198.16	
4661	07/08/2015	Claims	2	181864	Northstar Chemical Inc	1,777.23	
					401 - 535 80 35 020 - Solids Handling	1,777.23	
4662	07/08/2015	Claims	2	181865	Pat Rimmer Tire Ctr Inc	402.10	
					412 - 537 50 48 000 - Repairs/maint-equip	54.25	
					412 - 537 50 48 000 - Repairs/maint-equip	41.86	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	44.50	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 48 010		Repair/Maintenance-Equip	155.16	
			103 - 542 30 48 010		Repair/Maintenance-Equip	106.33	
<b>4663</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181866</b>	<b>Petty Cash-Debra Peterson</b>	<b>90.99</b>	
			105 - 572 20 31 010		Supplies	7.58	
			105 - 572 20 34 000		Summer Reading Program	83.41	
<b>4664</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181867</b>	<b>Puget Sound Energy</b>	<b>14,518.19</b>	
			001 - 521 20 47 000		Public Utilities	53.75	
			001 - 522 50 47 000		Public Utilities	126.24	
			425 - 531 50 47 000		Public Utilities	97.89	
			401 - 535 80 47 000		Public Utilities	9,351.55	
			102 - 536 20 47 000		Public Utilities	44.98	
			412 - 537 80 47 000		Public Utilities	110.44	
			103 - 542 63 47 000		Public Utilities	62.28	
			103 - 542 63 47 000		Public Utilities	5.80	
			103 - 542 63 47 000		Public Utilities	139.18	
			103 - 542 63 47 000		Public Utilities	335.30	
			103 - 542 63 47 000		Public Utilities	88.71	
			108 - 557 30 41 000		Advertising	21.77	
			105 - 572 20 47 000		Public Utilities	347.72	
			101 - 576 80 47 000		Riverfront	548.13	
			101 - 576 80 47 010		Community Center	129.37	
			101 - 576 80 47 020		Senior Center	391.05	
			101 - 576 80 47 040		Train	40.45	
			101 - 576 80 47 050		Hammer Square	167.20	
			101 - 576 80 47 051		Bingham / Memorial	29.58	
			101 - 576 80 47 052		Bingham Caretaker	91.23	
			101 - 576 80 47 052		Bingham Caretaker	13.55	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,311.21	
<b>4665</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181868</b>	<b>Jason Quick</b>	<b>275.00</b>	
			105 - 572 20 34 000		Summer Reading Program	275.00	
<b>4666</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181869</b>	<b>Rick's Refrigeration Inc</b>	<b>742.99</b>	
			103 - 542 30 48 010		Repair/Maintenance-Equip	173.60	
			103 - 542 30 48 010		Repair/Maintenance-Equip	162.75	
			103 - 542 30 48 010		Repair/Maintenance-Equip	162.75	
			103 - 542 30 48 010		Repair/Maintenance-Equip	243.89	
<b>4667</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181870</b>	<b>Ricoh USA Inc</b>	<b>372.10</b>	
			001 - 521 20 48 000		Repairs & Maintenance	110.10	
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 522 20 45 000		Equipment Lease	75.95	
			001 - 522 20 48 000		Repairs/Maint-Equip	110.10	
<b>4668</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181871</b>	<b>Rodda Paint Co</b>	<b>287.71</b>	
			103 - 542 64 31 001		Painting & Striping Supplies	287.71	
<b>4669</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181872</b>	<b>Rothenbuhler Engineering</b>	<b>225.00</b>	
			425 - 531 50 41 002		Contracted Services	225.00	
<b>4670</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181873</b>	<b>Sedro-Woolley Auto Parts</b>	<b>326.08</b>	
			102 - 536 20 31 010		Operating Supplies	25.81	
			103 - 542 30 48 010		Repair/Maintenance-Equip	28.86	
			103 - 542 30 48 010		Repair/Maintenance-Equip	25.89	
			501 - 548 30 31 000		Operating Supplies	115.11	
			501 - 548 30 31 000		Operating Supplies	75.07	
			501 - 548 30 31 000		Operating Supplies	55.34	
<b>4671</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181874</b>	<b>Sedro-Woolley Glass</b>	<b>113.93</b>	
			101 - 576 80 31 001		Operating Sup - Riverfront	113.93	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

06/25/2015 To: 07/08/2015

Time: 14:06:38 Date: 07/01/2015  
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4672	07/08/2015	Claims	2	181875	Skagit County Treasurer	33,245.84	
					114 - 523 60 51 022 - Jail Sales Tax Pass Through 2	33,245.84	
4673	07/08/2015	Claims	2	181876	Skagit Valley College	40.00	
					001 - 521 40 49 000 - Tuition/Registration	40.00	
4674	07/08/2015	Claims	2	181877	Soils Plus LLC	57.51	
					101 - 576 80 48 001 - Riverfront	57.51	
4675	07/08/2015	Claims	2	181878	Staples Business Advantage	477.63	
					001 - 514 23 31 000 - Supplies	15.09	
					001 - 521 20 31 002 - Office/Operating Supplies	191.24	
					001 - 521 20 31 002 - Office/Operating Supplies	58.73	
					401 - 535 80 31 000 - Office Supplies	175.83	
					103 - 542 30 31 000 - Operating Supplies	36.74	
4676	07/08/2015	Claims	2	181879	True Value	489.47	
					001 - 522 20 31 000 - Operating Supplies	5.96	
					001 - 522 20 31 000 - Operating Supplies	4.30	
					001 - 522 20 35 000 - Small Tools & Minor Equip	22.75	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1.94	
					401 - 535 50 48 020 - Maint Of Pumping Equip	161.12	
					401 - 535 50 48 050 - Maint Of General Equip	33.54	
					401 - 535 50 48 050 - Maint Of General Equip	22.06	
					401 - 535 50 48 050 - Maint Of General Equip	20.03	
					401 - 535 80 31 010 - Operating Supplies	53.07	
					102 - 536 20 48 030 - Repair/Maintenance-Land	10.06	
					412 - 537 80 31 000 - Operating Supplies	36.88	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	29.91	
					101 - 576 80 31 001 - Operating Sup - Riverfront	52.07	
					101 - 576 80 31 012 - Operating Sup - Hammer	26.03	
					101 - 576 80 32 000 - Auto Fuel/Diesel	9.75	
4677	07/08/2015	Claims	2	181880	UPS	29.28	
					001 - 518 80 42 010 - Postage	16.67	
					001 - 522 20 42 010 - Postage	12.61	
4678	07/08/2015	Claims	2	181881	USA Blue Book	55.62	
					401 - 535 80 31 010 - Operating Supplies	55.62	
4679	07/08/2015	Claims	2	181882	United Laboratories	561.75	
					101 - 576 80 31 008 - Operating Sup - Memorial	561.75	
4680	07/08/2015	Claims	2	181883	Usborne Books And More	300.91	
					105 - 594 72 64 000 - Books & Materials	300.91	
4681	07/08/2015	Claims	2	181884	Verizon Wireless	2,626.57	
					001 - 513 10 42 020 - Telephone	91.43	
					001 - 514 23 42 020 - Telephone	55.28	
					001 - 515 30 42 001 - Telephone	55.28	
					001 - 518 80 42 020 - Telephone	79.28	
					001 - 521 20 42 020 - Telephone	127.72	
					001 - 521 20 42 020 - Telephone	609.78	
					001 - 521 20 42 020 - Telephone	492.52	
					001 - 522 20 42 020 - Telephone	73.04	
					001 - 522 20 42 020 - Telephone	263.14	
					401 - 535 80 42 030 - Nextel Cell Phones	164.85	
					401 - 535 80 42 030 - Nextel Cell Phones	44.64	
					102 - 536 20 42 020 - Telephone	36.58	
					412 - 537 80 42 025 - Nextel Cell Phones	18.75	
					412 - 537 80 42 025 - Nextel Cell Phones	165.84	
					103 - 542 30 42 020 - Telephone	91.30	
					101 - 576 80 42 020 - Telephone	73.04	

# CHECK REGISTER

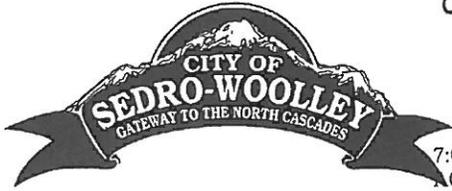
City Of Sedro-Woolley  
MCAG #: 0647

06/25/2015 To: 07/08/2015

Time: 14:06:38 Date: 07/01/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 42 020		- Telephone	55.28	
			001 - 595 10 42 025		- Cell Phones	18.26	
			001 - 595 10 42 025		- Cell Phones	110.56	
<b>4682</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181885</b>	<b>WA State Criminal Justice</b>	<b>750.00</b>	
			001 - 521 40 49 000		- Tuition/Registration	750.00	
<b>4683</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181886</b>	<b>WA State Dept Of Ecology</b>	<b>49.00</b>	
			401 - 535 80 51 020		- DOE Discharge Permit	49.00	
<b>4684</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181887</b>	<b>Washington Liftruck</b>	<b>169.94</b>	
			401 - 535 50 48 040		- Maintenance Of Vehicles	169.94	
<b>4685</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181888</b>	<b>Washington State Patrol</b>	<b>534.00</b>	
			001 - 521 10 51 040		- Access Fees	534.00	
<b>4686</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181889</b>	<b>Washington Tractor</b>	<b>151.49</b>	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	151.49	
<b>4687</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181890</b>	<b>Glen White</b>	<b>15.00</b>	
			101 - 362 40 10 000		- Space Rent-RV Park - Riverfr	-15.00	
<b>4688</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181891</b>	<b>Womer &amp; Associates Inc</b>	<b>1,050.00</b>	
			001 - 522 20 41 000		- Professional Services	350.00	
			001 - 522 20 41 000		- Professional Services	350.00	
			001 - 522 20 41 000		- Professional Services	350.00	
<b>4689</b>	<b>07/08/2015</b>	<b>Claims</b>	<b>2</b>	<b>181892</b>	<b>Wood's Logging Supply Inc</b>	<b>270.82</b>	
			401 - 535 50 48 010		- Maintenance Of Lines	175.24	
			401 - 535 80 31 010		- Operating Supplies	19.50	
			412 - 537 50 48 010		- Repairs/Maint-Building	41.18	
			103 - 542 30 35 010		- Safety Equipment	34.90	
						18,560.36	
						6,528.27	
						314.10	
						30,272.81	
						1,795.58	
						21.77	
						847.00	
						33,245.84	
						19,291.75	
						2,148.85	
						322.89	
						596.24	
						113,945.46	Claims: 113,945.46
* Transaction Has Mixed Revenue And Expense Accounts						113,945.46	





CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 08 2015

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

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Bid Award  
Public Works Agreement No. 2015-PW-24  
2015 On-Call Wastewater Treatment Plant Equipment Repairs**  
DATE: June 30, 2015 (for Council action July 8, 2015)

**ISSUE**

Shall council move to award and authorize Mayor Anderson to execute the attached Public Works Agreement No. 2015-PW-24 for 2015 Annual On-Call Wastewater Treatment Plant Equipment Repairs with PumpTech Inc. of Bellevue, WA?

**BACKGROUND/DISCUSSION**

The city closed bids on June 25th under the MRSC Small Works Roster process for the following contract:

- 2015 On-Call Wastewater Treatment Plant Equipment Repairs

One bid was received with the bid summary attached.

This contract will provide labor, materials and equipment for miscellaneous on-call type repairs to the City of Sedro-Woolley Wastewater Treatment Plant. The basis for bid comparison was a typical two day service call based on contractor proposed hourly rates. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the award.

Contract	Contractor	Not-to-Exceed Total
2015-PW-24	PumpTech Inc	\$35,000.00

**ANALYSIS**

Pump Tech has provided this service for the past two years. The proposed rates are the same as for the 2014 contract. Pump Tech has performed the requested work in a professional manner, with no contract issues.

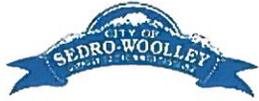
**FINANCE**

The work will be generally funded as follows:  
535.50.48.050.401 – Maintenance of General Equipment - \$80,000

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

**MOTION:**

***Move to award and authorize Mayor Anderson to execute the attached Public Works Agreement No. 2015-PW-24 for 2015 Annual On-Call Wastewater Treatment Plant Equipment Repairs with PumpTech Inc of Bellevue, WA.***



City of Sedro-Woolley

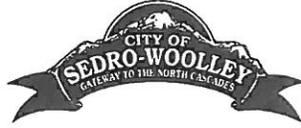
**FINAL - BID SUMMARY**

*2015 On-Call Wastewater Treatment Plant Equipment Repairs*

*Bid Opening: June 25, 2015*

RANK	COMPANY NAME	TOTAL BID COMPARISON AMOUNT	MRSC
1	PumpTech Inc., Bellevue, WA	\$10,919.44	Yes

RECORDED BY: M. Freiburger, Director of Public Works



## PUBLIC WORKS AGREEMENT 2015-PW-24

**Project Name: 2015 On-Call Wastewater Treatment Plant Equipment Repairs**

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Pumptech Inc., 12020 SE 32<sup>nd</sup> Street, Suite 2, Bellevue, WA 98005.** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **2015 On-Call Wastewater Treatment Plant Equipment Repairs**

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

**A. Definitions and Terms:**

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

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

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

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

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

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

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

1. Bid Bond: 5%, if the work is subject to bid procedures;
2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

**F. Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$35,000**.

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

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

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

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

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2016**.

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

C. Scope of project: **Per Task Order**

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

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

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

- \_\_\_\_\_ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
  
- \_\_\_\_\_ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
  
- \_\_\_\_\_ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

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

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

Designate below the type of investment selected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_

Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

### INSTRUCTIONS

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

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

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

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

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

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

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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

# EXHIBIT A



CITY OF SEDRO-WOOLLEY  
 2015 On-Call Wastewater Treatment Plant Equipment Repairs  
**SAMPLE LABOR AND EQUIPMENT RATE SHEET**

Contractor Name: *Pump Tech Inc*

Address: *12020 SE 32<sup>nd</sup> Street, Suite B, Bellevue, WA 98005*

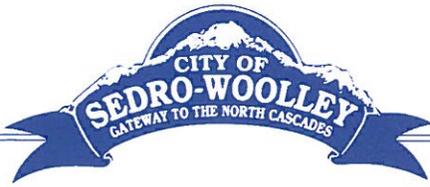
ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
<b>Labor Rates (Note 4)</b>		
Millwright/Mechanic Foreman	\$105.00	\$157.00
Millwright/Mechanic	\$88.00	\$132.00
Equipment Operator	\$100.00	\$150.00
<b>Material Markup Rate, % (Note 2)</b>		
	30	%
	<b>Unit Cost</b>	<b>Unit</b>
Estimated Crew Mobilization/Demobilization Cost per project to Sedro-Woolley (Note 3)	\$300.00	LS
Estimated Hydraulic Boom Truck Mobilization/Demobilization Cost per project to Sedro-Woolley (Note 6)	\$300.00	LS
<b>Equipment Rates (Note 4)</b>		
	<b>Unit Cost</b>	<b>Unit</b>
Pickup with Tools	\$18.00	Per Hour
Service Truck with Tools	\$30.00	Per Hour
23 Ton Hydraulic Boom Truck with Rigging (Note 7)	\$81.25	Per Hour

**NOTES:**

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Crew Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
4. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.
5. Overtime rate for up to two hours of overtime.
6. Hydraulic Boom Truck Mobilization/Demobilization (Round Trip) - One mobilization/demobilization for the Hydraulic Book Truck will be paid per task order, unless agreed to otherwise.
7. Hydraulic Boom Truck to be 23 ton capacity, 95' boom, or approved equal.

JUL 08 2015

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

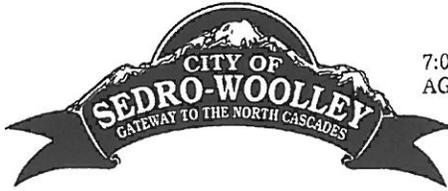


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 08 2015



7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 10

**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: Solid Waste Rate changes relating to commercial recycling and curbside food & yardwaste  
DATE: July 8, 2015

ISSUE: Should the Council adopt the draft ordinance adjusting solid waste rates to accommodate commercial recycling and curbside food & yardwaste?

BACKGROUND: This item is a follow up to the council's decisions regarding commercial recycling and curbside food & yardwaste. The draft ordinance incorporates new fees for these services, maintaining the current rate structure for our utility customers.

One open question for the council is regarding senior rates for food & yardwaste: do you want to include a senior/low income rate?

This is a first reading with a public hearing and possible action scheduled for July 22<sup>nd</sup>. Our implementation date remains September 1<sup>st</sup>.

RECOMMENDATION: *First reading tonight.* No action requested.

**AN ORDINANCE AMENDING AND ADDING SECTIONS TO CHAPTER 8.04 OF THE SEDRO-WOOLLEY MUNICIPAL CODE TO ESTABLISH SOLID WASTE UTILITY RATES AND CHARGES FOR COMMERCIAL RECYCLING AND RESIDENTIAL FOOD AND YARDWASTE**

WHEREAS, the City has been under contract with Waste Management for both commercial recycling and residential food & yardwaste services; and

WHEREAS, that contract expires at the end of August, 2015; and

WHEREAS, the City Council desires to provide those services as well as residential curbside recycling through its own solid waste department beginning September 1, 2015; and

WHEREAS, notice of this pending rate change was published in the City's newspaper of record on \_\_\_\_\_ and \_\_\_\_\_ and a public hearing was held on July 22, 2015; and

WHEREAS, the City Council finds that adoption of the user fees set forth in this ordinance will support the operation of the refuse collection system with the lowest possible rates; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the fee schedules set forth below, now therefore;

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

**Section 1:** SWMC 8.04.075E is amended to read as follows:

E. Yard Trimmings. Yard trimmings, including but not limited to weeds, grass, sod, trees, shrubs, foliage parts, ~~rocks, cement~~ or other organic material not generally considered regular household refuse, shall not be placed in garbage cans, but may be collected in the city's curbside food & yardwaste service ~~be excluded from sanitation collection services unless special arrangements are made with the sanitation department.~~ Extra charges for such ~~collection~~ special requests involving yard trimmings shall be determined by the mayor or his designee.

**Section 2.** A new section in SWMC 8.04 is adopted to read as follows:

**8.04.\_\_\_\_ Residential Curbside Food & Yardwaste Collection Charges.**

The charges for regular curbside food and yardwaste service are:

Monthly Charge (One pickup per week during peak season and one pickup every other week during the non-peak season):

Residential, 96-gal can, \$8.94

**Section 3.** SWMC 8.04.101 is amended to read as follows:

**8.04.101 Yard waste disposal drop off site.**

The city shall establish and maintain one or more collection stations for yard wastes. Such station or stations shall be available to the citizens of the city and the residents of the city's urban growth area as established by the Sedro-Woolley comprehensive plan, for the disposal of yard wastes of such kind and quality as determined by the city. Days and hours of operation shall be established by the mayor. The mayor shall cause notice to be made to the public by such means as the mayor shall deem most appropriate, describing the availability of such station, its purpose, location or locations and days and hours of operation. Purchase of a punchcard to use for payment of disposal is required. Punchcards shall be available for purchase at City Hall, ~~720 Murdock Street, Sedro-Woolley~~, during normal business hours.

**Section 4.** SWMC 8.04.103 is amended to read as follows:

**8.04.103 Yard waste disposal drop off site punchcard.**

The fee for yard waste disposal service at a city site established for such purposes, during established hours, shall be as follows:

A. For compost yard waste materials (for purposes of this section, yard waste material is limited to yard waste material which does not need to be chipped prior to disposal, such as grass, leaves, fruits, vegetables, etc.):

1. Fee for city residents:

a. A minimum charge (up to one 32-gallon garbage can): \$1.00.

b. Brush—per yard: \$12.00.

2. The fee for nonresidents of the city who reside within the urban growth boundary of the city shall be double the fee for city residents.

B. The fee for yard waste disposal must be prepaid through the purchase of a punchcard. Punchcards shall be available for purchase at City Hall, ~~720 Murdock Street, Sedro-Woolley~~, during normal business hours. The punchcards shall entitle the bearer to yard waste disposal service in the amount of five dollars and twenty dollars.

C. The mayor or his designee may charge any residents or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of yard waste collection, disposal and administration, when the foregoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be made by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

**Section 5.** SWMC 8.04.104 is amended to read as follows:

**8.04.104 Recycling fees.**

A. The following fees shall be charged for recycling specific items:

Tires	\$2.00 per tire
Refrigerators and freezers	\$25.00
Stoves, washers or dryers	\$15.00
Wood waste	\$10.00 per pickup load
Computer monitors — up to 21"	\$15.00
TV's — up to 25"	\$25.00
TV's — 26" to 36"	\$35.00
TV's — 37" and larger	\$1.25 per inch
TV's — with consoles add	\$10.00
Desktop copiers	\$25.00
Floor model copiers	\$35.00
Computers, laptops, notebooks, scanners, fax machines, VCR's, stereos, DVD players, cell phones, etc.	\$1.00 per item
Microwave ovens	\$16.00 (with console add \$10.00)
Broken concrete, bricks & approved	10.00 per ton

masonry		
Junk vehicles (must coordinate with code enforcement)		\$50.00 per vehicle
Commercial recycling (including cardboard, mixed recycling and mixed paper)	Mixed paper—68 95 gallon	\$158.00 monthly
	Mixed paper—12 yard	\$24.50 25.00 monthly
	Mixed paper—23 yard	\$49.00 35.00 monthly
	Mixed paper—4 yard	\$965.00 monthly
	Mixed paper—6 yard	\$12685.00 monthly
	Mixed paper—8 yard	\$115.00 monthly
	Cardboard—2 yard	\$3320.00 monthly
	Cardboard—3 yard	\$25.00 monthly
	Cardboard—4 yard	\$435.00 monthly
	Cardboard—6 yard	\$5345.00 monthly
	Cardboard—8 yard	\$55.00 monthly
Mixed recycling—95 gallon		\$15.00 monthly
Mixed recycling—2 yard		\$45.00 monthly
Mixed recycling—3 yard		\$70.00 monthly
Mixed recycling—4 yard		\$80.00 monthly
Mixed recycling—6 yard		\$105.00 monthly

Mixed recycling—8 yard	\$140.00 monthly
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B. Electronics are accepted free of charge at a site designated by the city.

C. Additional service fees:

Lock fees \$15.00 per lock (all sizes)

Extra pickup, \$5.00 per yard (minimum fee of \$5.00)

Washout of container \$25.00

Redelivery of container following pick up for failure to pay \$25.00

BD. The mayor or his designee may charge any residents or customer such additional service charges when he or she determines that special circumstances make it necessary to do so in order to compensate the city for the actual cost of recycling disposal and administration, when the forgoing fee schedule is not adequate for this purpose. Any resident or customer may appeal the assessment of this additional charge to the city council. Notice of appeal shall be made by written request to the city clerk within ten days of mailing of the bill or receipt of payment for such services by the city, whichever is less. The decision of the city council shall be final.

**Section 6.** SWMC 8.04.120 is amended to read as follows:

**8.04.120 Fuel surcharge for garbage service.**

A fuel surcharge is added to each account as follows:

A base surcharge of one dollar per month for each account and one dollar for each pickup in excess of one pickup per week.

When the average price of diesel paid by the city exceeds three dollars per gallon for a period of thirty days as determined by the finance director, a surcharge of thirty-five cents is added per month for each account and ten cents for each pickup in excess of one pickup per week.

When the average price of diesel paid by the city exceeds four dollars per gallon for a period of thirty days as determined by the finance director, a surcharge of seventy cents is added per month for each account and ten cents for each pickup in excess of one pickup per week.

When the average price of diesel paid by the city exceeds five dollars per gallon for a period of thirty days as determined by the finance director, a surcharge of one dollar five cents is added per month for each account and thirty cents for each pickup in excess of one pickup per week.

Each surcharge shall be eliminated when the average price of diesel as determined by the finance director drops below the trigger price for a period of thirty days. The trigger prices are three dollars, four dollars and five dollars as identified above.

The intent of this section is to recover from the users of the refuse disposal system the actual cost for fuel when it exceeds a base amount of two dollars ninety-nine cents per gallon and for that surcharge to be removed when the price of fuel drops (for example, when the price of diesel is four dollars, the total surcharge would be one dollar seventy cents per month; when the price of diesel is six dollars, the total surcharge would be two dollars five cents per month).

**Section 7.** The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

**Section 8.** This ordinance shall be effective September 1, 2015, which is more than five (5) days after passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney

Filed with the City Clerk: July 1, 2015  
Public Hearing: July 22, 2015  
First Reading: July 8, 2015  
Second Reading: July 22, 2015  
Passed by the City Council:  
Date of Publication:  
Effective Date: