

Next Ord: 1840-16
Next Res: 936-16

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

February 10, 2016

7:00 PM

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

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....4-126

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 February 3, 2016 Worksession)
- c. Finance
 - Claim Checks #183171 to #183265 in the amount of \$177,815.92 (Void #183166 - 183170)
 - Payroll Checks #58816 to #58832 plus EFT's in the amount of \$280,191.14
- d. Final Acceptance – Contract 2015-PW-04, 2015 Greenstreet-Dean-Virginia Sanitary Sewer and Sidewalk Improvements Project – Fisher Construction Group, Inc.
- e. Hot Asphalt Tack Distributor Unit Purchase
- f. Possible Bid Award – Public Works Agreement Nos. 2016-PW-04 and 07 thru 13 for Miscellaneous On-Call Maintenance Services
 - i. Generator Services NW LLC
 - ii. Andgar Corporation
 - iii. D.K. Systems Inc.
 - iv. Bonner Electrical Contracting LLC
 - v. Seven Sisters Inc.
 - vi. P&P Excavating LLC
 - vii. Ram Construction General Contractors Inc.
- g. Revize Web Services Sales Agreement
- h. Proposed Resolution 935-16 declaring certain items surplus
- i. Interlocal Agreement with United General Hospital for shared space/wellness programs.
- j. Interlocal Agreement with Skagit County for Jameson ROW

- 4. Public Comment.....127

PUBLIC HEARING

UNFINISHED BUSINESS

- 5. Resolution on Proposed UGA Expansion (*2nd reading*).....128-161
- 6. Downtown Flower Baskets (*no materials*)

NEW BUSINESS

- 7. Library Partnership Concept.....162-166

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

- 8. Written Reports to Council.....167-170
- 9. Informational Items.....171-176
- 10. Correspondence to Council.....177

EXECUTIVE SESSION

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

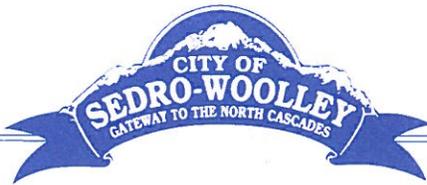
**Next Meeting:
February 24, 2016
7:00 PM**

**COMMITTEE ASSIGNMENTS
2016**

Public Safety	Chuck Owen, Chair Brenda Kinzer Germaine Kornegay
Utilities	Judith Dunn Lee, Chair Julia Johnson Brenda Kinzer
Finance & Personnel	Rick Lemley, Chair Germaine Kornegay Judith Dunn Lee
Parks & Recreation	Germaine Kornegay, Chair Brenda Kinzer Brett Sandström
Planning	Brett Sandström, Chair Rick Lemley Julia Johnson
Business Development	Julia Johnson, Chair Brett Sandström Chuck Owen
Mayor Pro-tem	Brenda Kinzer

FEB 10 2016

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



DATE: February 10, 2016
TO: Mayor Wagoner 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 February 10, 2016 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Judith Dunn Lee
___ Ward 2 Councilmember Germaine Kornegay
___ Ward 3 Councilmember Brenda Kinzer
___ Ward 4 Councilmember Julia Johnson
___ Ward 5 Councilmember Chuck Owen
___ 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.

FEB 10 2016

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 27, 2016 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Pro Tem Kinzer; Councilmembers: Judith Dunn Lee, Chuck Owen and Rick Lemley Staff: Recorder Brue, Finance Director Nelson, Public Works Director Freiberger, Planning Director Coleman, Fire Chief Klinger and Police Sgt. Harris.

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

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meetings
- Finance
 - Claim Checks #183039 to #183096 plus EFT's in the amount of \$203,279.70
 - Claim Checks #183097 TO #183165 in the amount of \$253,834.09.
 - Payroll Checks #58802 to #58815 plus EFT's in the amount of \$241,188.45.
- Interlocal Agreement with Skagit Council of Governments re: Staffing Services for Growth Management Act Support in Skagit County
- Miscellaneous Annual Contracts/Agreements
 - Loggerodeo
 - Sedro-Woolley Chamber of Commerce
 - Skagit Valley Tulip Festival
 - Sedro-Woolley Riding Club
 - Sedro-Woolley Farmers Market
 - Sedro-Woolley Museum
 - Sedro-Woolley Rotary Summer Concert Series
 - Skagit Community Action Agency
 - Volunteers of America
 - Skagit Domestic Violence
- Possible Bid Award – Purchase Orders
 - No. 2016-PO-03 Sodium Hypochloride, 12/5% Solution – Bulk Delivery
 - No. 2016-PO-04 Sodium Hypochloride, 12.5% Solution – Drums Delivery

Councilmember Lemley moved to approve the consent calendar items A through F. Seconded by Councilmember Dunn Lee. Motion carried (4-0).

Public Comment

Steve McCartt – 815 Evans Dr., Cinema Photography teacher at the high school spoke to the Council regarding the upcoming lip dub. He explained what the lip dub is and noted this will be the 7th year. They would like to perform it in the Downtown area. He said he has already spoken with Police Chief Tucker who was supportive. McCartt requested to be placed on the agenda in order to give Council a formal presentation.

Dr. Neil Isihara – 801 McLean – addressed the Council regarding the Library stating he does not support the Mayors idea to partner with Central Skagit Rural Library. He disagrees with giving away City assets to the County. Isihara also questioned where the money comes from and addressed the original vote.

Judith Meadows – 8642 Westerman Rd., questioned the shattered wall at the Library and why the repair is taking so long.

Public Works Director Freiburger addressed the damage to the library noting due to the extent of the damage it has to be reviewed by a structural engineer. He also stated the city is also in negotiations with the insurance company regarding the requirement to rebuild to current building codes.

Meadows then addressed the article in the Skagit Valley Herald regarding a proposed partnership with the Central Skagit Rural Library. She spoke of proper protocol for decisions.

Some discussion ensued regarding the Library proposal to include clear communications and the proposal being a floor plan to come together for discussion.

Pat Hammond – 729 Sauk Mountain Dr. stated she is in full agreement with Meadows and noted the article in the paper is very misleading. She also noted we have a fantastic local library and wants to support it fully. Hammond noted the fantastic children's program that is beneficial to our young people and to stay with the Sedro-Woolley Library.

Mary Andersson – 928 Beachley Rd. expressed concern regarding the City Council late materials. She questioned why a proposal was made before public comment. Andersson also expressed concern the County entity is not answerable to anyone, the Advisory Council would have no authority and the mixing of assets. She noted she is not opposed to a collaboration but requests transparency.

Jim Johnson – 587 Carter St. shared concerns that the process hasn't yet been an open process. He questioned whether the open meeting act has been followed. Johnson addressed the programs offered by the Library and noted he is suspicious of the process. He hopes a public hearing will be well advertised.

Barb Blair – 816 Central Ave, commented on the number of people in the audience and not enough copies for everyone.

It was noted that there are more audience members than usual. Staff went to make additional copies and passed them out to anyone who wanted them.

PUBLIC HEARING

UNFINISHED BUSINESS

Possible Adoption by Resolution (934-16) of Amendment 1 to the Six-Year Transportation Improvement Program (TIP) 2016 – 2021

Public Works Director Freiburger reviewed the second read for the possible amendment to the Six year TIP. He stated the changes are administrative changes but requires Council approval. The amendment is a change in the funding status.

Councilmember Lemley moved to adopt Resolution No. 934-16 A Resolution Amending the Six Year Transportation Improvement Program for the City of Sedro-Woolley, Washington 2016-2021. Seconded by Councilmember Owen. Motion carried (4-0).

NEW BUSINESS

Resolution on Proposed UGA Expansion

Planning Director Coleman reviewed the first read on the update of changes to the urban growth boundaries. He addressed the public review and comment periods held resulting in the Planning Commission recommendation to expand the UGA. He also reviewed the process to take place should the proposed resolution be approved. Completion of the Comp Plan is anticipated for the end of June.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Written Reports to Council
Informational Items

Sergeant Harris – pointed out the Police Departments year end reports. He also reported on a high speed pursuit through town today which placed the High School into lock down. The suspect was apprehended and taken into custody.

Fire Chief Klinger – reported after recent testing the resident quarters is full.

Planning Director Coleman – reported the Planning Commission is full steam ahead on comp plan updates and on pace to be completed in June.

Public Works Director Freiburger – announced the second public open house for the Jameson Arterial Extension Project on February 10th from 5-6 P.M. He also announced a meeting for the Houser Playfields on March 24th to address concerns expressed from residents on Sunic Dr.

Finance Director Nelson – reported on wrapping up 2015 Finances with year-end and annual reports.

Councilmember Dunn Lee – announced due to previous commitments she will not be at next two meetings (February 3rd Worksession and the February 10th Council meeting).

Councilmember Dunn Lee moved to adjourn. Seconded by Mayor Pro Tem Kinzer. Motion carried (4-0).

The meeting adjourned at 7:40 P.M.

FEB 10 2016

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

CITY OF SEDRO-WOOLLEY

Joint Council and Planning Commission Worksession
February 3, 2016– 7:00 P.M. – Council Chambers

The worksession was called to order at 7:00 P.M. by Mayor Keith Wagoner.

Flag Salute

ROLL CALL: Present: Mayor Keith Wagoner, Councilmembers: Germaine Kornegay, Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström. Planning Commission: Silas Maddox, Joe Fattizzi, Jennifer Jacobs, Eric Johnson, Linda Tilley and Pat Huggins (arrived at 7:06 P.M.) Staff: City Supervisor/Attorney Berg and Planning Director Coleman

Proposed Comprehensive Plan Amendments – 2016 Docket

- Planning Director Coleman addressed the comprehensive plan update, including the work plan for the 2015 update. He noted the plan is to have the recommended comprehensive plan to the city council by May. The state requires completion of the update by June 30, 2016.
- Coleman also addressed the 2016 update noting that no citizen requests have been received and the 2016 update would be light. He also noted that now or the next meeting would be the right time to add items for consideration of the 2016 update.
- Councilmember Sandström asked about the zoning underlying BNSF's spur line which runs from the main line south along Eastern and requested that the Planning Commission consider rezoning that property as open space since BNSF just severed the tie between the mainline and the spur.
- Councilmember Kornegay asked about adjoining zoning which is CBD. Planning Director Coleman recommended that the window of time to allow applicants to request rezones under the 2016 docket is June 30th. Mayor Wagoner requested that the council consider the request at a future meeting.
- Planning Commissioner Huggins asked if this year would be a good year to revisit the planned residential development ordinance. Planning Commissioner Fattizzi asked about the requirement to have urban amenities in certain developments. Commissioner Huggins also mentioned the mixed use urban village zoning.
- City Supervisor/Attorney Berg discussed the sign code issue created by the Supreme Court with a short discussion following regarding the Gilbert case. Commissioner Fattizzi mentioned that the City of Arlington just finished a rework of their sign code.

Planning Commission members were excused (if they so choose) at 7:47 P.M.

Council Rules and Procedures

- City Supervisor/Attorney Berg addressed the council procedures and mentioned that we don't follow Resolution No. 546. He asked the council if they would prefer an update. Councilmember Owen stated he didn't find many differences and felt that ours was adequate. Councilmember Johnson liked Spokane Valley's procedures because it was detailed. She also indicated a preference to revise our procedures, especially since we are not currently following Resolution No. 546. She also mentioned that the parliamentary procedures class several members recently attended suggests that clear procedures could make for more efficient meetings. Councilmember Sandström wants the procedures to reflect our vision for a friendly government and wants to maintain the good ease and rapport with the community.
- Councilmembers Johnson and Kornegay will work with City Supervisor/Attorney Berg and Mayor Wagoner on a new draft of the rules and procedures for the council's consideration.

Miscellaneous

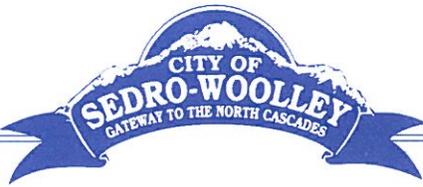
- Mayor Wagoner solicited items from the Council.
 - Councilmember Johnson thanked the council for the opportunity to attend AWC's legislative action conference in Olympia. She found the training educational and informative.
 - Councilmember Owen asked about the STEM program.
 - Councilmember Kinzer questioned commercial recycling in reference to Peter Conijin's emails. Mayor Wagoner requested this issue be referred to the utilities committee.
 - Councilmember Sandström commended Councilmember Kinzer for her work as mayor pro tem at the last meeting.
 - Mayor Wagoner reported on his meeting with the Chamber of Commerce and Loggerodeo noting they will not be able to fund the flower baskets this year. The cost is \$8,000 per year and has been funded by the Chamber and private donations since 2009.
 - Councilmember Kinzer asked if the high school horticulture class could grow the baskets for the city. Councilmembers expressed positive feelings about the basket program and wants to see it continue. Councilmembers asked that this issue be placed on the agenda for next week.

Councilmember Johnson moved to adjourn. Seconded by Councilmember Kinzer. Motion carried (6-0).

The worksession adjourned at 8:23 P.M.

FEB 10 2016

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



DATE: February 10, 2016
TO: Mayor Wagoner 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 February 10, 2016.

Motion to approve Claim Checks #183171 to #183265 in the amount of \$177,815.92. (Void #183166-183170)

Motion to approve Payroll Checks #58816 to #58832 plus EFT's in the amount of \$280,191.14.

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

01/28/2016 To: 02/10/2016

Time: 09:15:55 Date: 02/05/2016
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
801	02/05/2016	Claims	2	183166	Void Check Due To Printer Issues - Voided		Void Check Due To Printer Issues - Voided
802	02/05/2016	Claims	2	183167	Void due to printer issues		Void due to printer issues
803	02/05/2016	Claims	2	183168	Void due to printer issues		Void due to printer issues
804	02/05/2016	Claims	2	183169	Void due to printer issues		Void due to printer issues
805	02/05/2016	Claims	2	183170	Void due to printer issues		Void due to printer issues
711	02/10/2016	Claims	2	183171	Assoc Petroleum Products	4,212.46	
					001 - 518 20 32 000 - Auto Fuel	20.16	
					001 - 518 20 32 000 - Auto Fuel	95.23	
					001 - 521 20 32 000 - Auto Fuel	1,054.87	
					001 - 522 20 32 000 - Auto Fuel/Diesel	407.35	
					001 - 523 20 32 000 - Auto Fuel	22.54	
					425 - 531 50 32 000 - Vehicle Fuel	72.58	
					425 - 531 50 32 000 - Vehicle Fuel	52.76	
					401 - 535 80 32 000 - Auto Fuel/Diesel	106.80	
					401 - 535 80 32 000 - Auto Fuel/Diesel	46.44	
					401 - 535 80 32 000 - Auto Fuel/Diesel	25.46	
					102 - 536 20 32 000 - Auto Fuel/Diesel	46.28	
					412 - 537 80 32 000 - Auto Fuel/Diesel	794.13	
					412 - 537 80 32 000 - Auto Fuel/Diesel	598.66	
					412 - 537 80 32 000 - Auto Fuel/Diesel	385.79	
					103 - 542 30 32 000 - Auto Fuel/Diesel	135.24	
					103 - 542 30 32 000 - Auto Fuel/Diesel	53.32	
					103 - 542 30 32 000 - Auto Fuel/Diesel	50.55	
					103 - 542 30 32 000 - Auto Fuel/Diesel	103.25	
					103 - 542 30 32 000 - Auto Fuel/Diesel	141.05	
712	02/10/2016	Claims	2	183172	Bay City Supply	307.76	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	275.75	
					101 - 576 80 48 017 - Museum	32.01	
713	02/10/2016	Claims	2	183173	Bonner Electrical Contracting LLC	134.54	
					101 - 576 80 48 005 - Senior Center	134.54	
714	02/10/2016	Claims	2	183174	Capital One Commercial	475.92	
					001 - 522 20 31 000 - Operating Supplies	475.92	
715	02/10/2016	Claims	2	183175	Cascade Natural Gas Corp	1,896.79	
					401 - 535 80 47 000 - Public Utilities	318.65	
					412 - 537 80 47 000 - Public Utilities	441.86	
					103 - 542 63 47 000 - Public Utilities	66.48	
					001 - 553 70 51 000 - NW Air Pollution	122.84	
					105 - 572 20 47 000 - Public Utilities	219.05	
					101 - 576 80 47 010 - Community Center	152.39	
					101 - 576 80 47 020 - Senior Center	344.82	
					101 - 576 80 47 050 - Hammer Square	75.59	
					101 - 576 80 47 052 - Bingham Caretaker	155.11	
716	02/10/2016	Claims	2	183176	Central Welding Supply	179.03	
					001 - 522 20 48 000 - Repairs/Maint-Equip	179.03	
717	02/10/2016	Claims	2	183177	Cities Insurance Assoc	715.66	
					001 - 521 20 46 000 - Insurance	-631.77	
					001 - 521 20 46 000 - Insurance	856.98	
					001 - 522 50 46 000 - Insurance	877.08	
					401 - 535 80 31 010 - Operating Supplies	156.03	
					412 - 537 80 46 000 - Insurance	-542.66	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

01/28/2016 To: 02/10/2016

Time: 09:15:55 Date: 02/05/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
718	02/10/2016	Claims	2	183178	Collins Office Supply Inc	20.56	
					001 - 511 60 31 000 - Supplies	20.56	
719	02/10/2016	Claims	2	183179	Comcast	151.12	
					001 - 518 80 42 021 - Internet Services	151.12	
720	02/10/2016	Claims	2	183180	Concrete Nor'west Inc	42.75	
					412 - 537 60 47 020 - Site Yard Waste Disposal	42.75	
721	02/10/2016	Claims	2	183181	Crawford Garage Doors Inc	976.50	
					101 - 576 80 48 001 - Riverfront	976.50	
722	02/10/2016	Claims	2	183182	Daily Journal Of Commerce	94.60	
					001 - 515 30 41 000 - Professional Services	94.60	
723	02/10/2016	Claims	2	183183	Datamars Inc.	266.12	
					001 - 594 21 64 000 - Machinery & Equipment	266.12	
724	02/10/2016	Claims	2	183184	Day Wireless Systems Inc	1,616.65	
					001 - 594 21 64 000 - Machinery & Equipment	1,616.65	
725	02/10/2016	Claims	2	183185	Dwayne Lane's North Cascade Ford	62.45	
					001 - 518 20 48 000 - Repair & Maintenance	62.45	
726	02/10/2016	Claims	2	183186	E & E Lumber	406.77	
					425 - 531 50 48 000 - Repairs/Maintenance	2.02	
					401 - 535 50 48 010 - Maintenance Of Lines	9.33	
					401 - 535 80 35 000 - Small Tools & Minor Equip	71.38	
					412 - 537 80 31 000 - Operating Supplies	13.84	
					103 - 542 64 31 002 - Traffic Control Devices	19.33	
					101 - 576 80 48 001 - Riverfront	17.32	
					101 - 576 80 48 017 - Museum	29.56	
					101 - 594 76 31 000 - Buildings & Structures	228.70	
					101 - 594 76 31 000 - Buildings & Structures	9.06	
					101 - 594 76 31 000 - Buildings & Structures	12.23	
					101 - 594 76 31 000 - Buildings & Structures	-6.00	
727	02/10/2016	Claims	2	183187	Daniel Eddy	240.00	
					001 - 521 20 28 000 - Employee Wellness	240.00	
728	02/10/2016	Claims	2	183188	Edge Analytical Inc	129.00	
					401 - 535 80 41 000 - Professional Services	129.00	
729	02/10/2016	Claims	2	183189	Emergency Medical Products Inc	175.18	
					001 - 521 20 31 002 - Office/Operating Supplies	175.18	
730	02/10/2016	Claims	2	183190	Enterprise Office Systems	37.95	
					001 - 512 50 31 000 - Supplies	37.95	
731	02/10/2016	Claims	2	183191	FEI	12.31	
					401 - 535 50 48 050 - Maint Of General Equip	12.31	
732	02/10/2016	Claims	2	183192	FFRS	900.00	
					001 - 522 20 41 000 - Professional Services	900.00	
733	02/10/2016	Claims	2	183193	Fastenal Company	45.11	
					412 - 537 80 31 000 - Operating Supplies	45.11	
734	02/10/2016	Claims	2	183194	Frontier	903.97	
					001 - 521 20 42 020 - Telephone	68.56	
					001 - 521 20 42 020 - Telephone	58.35	
					001 - 522 20 42 020 - Telephone	119.99	
					401 - 535 80 42 020 - Telephone	214.68	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 536 20 42 020 - Telephone			77.41	
			412 - 537 80 42 020 - Telephone			58.47	
			105 - 572 20 42 020 - Telephone			113.25	
			101 - 576 80 47 010 - Community Center			56.12	
			101 - 576 80 47 070 - City Hall			137.14	
735	02/10/2016	Claims	2	183195	G.W. Inc. Law Enforcement & Safety Eq.	1,183.74	
			109 - 594 21 64 109 - Equipment			1,183.74	
736	02/10/2016	Claims	2	183196	Gall's LLC	392.82	
			001 - 521 20 26 000 - Uniforms/Accessories			229.95	
			001 - 521 20 26 000 - Uniforms/Accessories			162.87	
737	02/10/2016	Claims	2	183197	Glenn Gardner	4,236.93	
			501 - 594 21 64 501 - Vehicles - Police			2,001.83	
			501 - 594 21 64 501 - Vehicles - Police			2,235.10	
738	02/10/2016	Claims	2	183198	Richard Lance George	1,258.00	
			001 - 521 20 27 000 - Retired Medical			1,258.00	
739	02/10/2016	Claims	2	183199	Great America Financial Svcs	125.69	
			105 - 572 20 48 020 - Repair/Maintenance-Equip			125.69	
740	02/10/2016	Claims	2	183200	Guardian Security	228.50	
			001 - 522 50 49 050 - Fire/Theft Protection			228.50	
741	02/10/2016	Claims	2	183201	Home Depot Credit Services	611.10	
			101 - 594 76 31 000 - Buildings & Structures			411.22	
			101 - 594 76 31 000 - Buildings & Structures			199.88	
742	02/10/2016	Claims	2	183202	Honey Bucket	75.00	
			101 - 576 80 47 090 - Portable Toilets			75.00	
743	02/10/2016	Claims	2	183203	Ingram Library Services	711.50	
			105 - 594 72 64 000 - Books & Materials			600.25	
			105 - 594 72 64 000 - Books & Materials			76.44	
			105 - 594 72 64 000 - Books & Materials			9.27	
			105 - 594 72 64 000 - Books & Materials			25.54	
744	02/10/2016	Claims	2	183204	Iworq Systems	1,200.00	
			001 - 594 24 64 000 - Office Equipment			400.00	
			001 - 594 58 64 000 - Office Equipment			400.00	
			001 - 595 10 49 020 - Software Licenses/Support			400.00	
745	02/10/2016	Claims	2	183205	Ronald John	1,425.80	
			001 - 521 20 27 000 - Retired Medical			1,425.80	
746	02/10/2016	Claims	2	183206	LEIRA	100.00	
			001 - 521 20 49 010 - Dues/Subscriptions			100.00	
747	02/10/2016	Claims	2	183207	Language Exch Inc (The)	248.00	
			001 - 512 50 41 040 - Language Interpreter			248.00	
748	02/10/2016	Claims	2	183208	Lithtex NW	696.60	
			001 - 512 50 31 000 - Supplies			90.84	
			001 - 512 50 31 000 - Supplies			123.39	
			001 - 512 50 31 000 - Supplies			123.39	
			001 - 512 50 31 000 - Supplies			134.80	
			001 - 512 50 31 000 - Supplies			93.49	
			001 - 521 20 31 002 - Office/Operating Supplies			130.69	
749	02/10/2016	Claims	2	183209	Loggers And Contractors	174.45	
			101 - 576 80 48 021 - Equipment			174.45	
750	02/10/2016	Claims	2	183210	Martin Marietta Materials	517.47	

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01/28/2016 To: 02/10/2016

Time: 09:15:55 Date: 02/05/2016
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 30 48 002		Crushed Aggregate	350.96	
			103 - 542 30 48 002		Crushed Aggregate	166.51	
751	02/10/2016	Claims	2	183211	McNeill Polygraph & Inves	175.00	
			001 - 521 20 41 001		Professional Services	175.00	
752	02/10/2016	Claims	2	183212	Measurement Specialties Inc	1,993.48	
			401 - 535 50 48 020		Maint Of Pumping Equip	1,993.48	
753	02/10/2016	Claims	2	183213	Neofunds By Newpost	1,200.00	
			001 - 512 50 42 010		Postage	308.61	
			001 - 514 23 42 010		Postage	174.46	
			001 - 515 30 42 000		Postage	0.91	
			001 - 521 20 42 010		Postage	282.15	
			001 - 522 20 42 010		Postage	5.91	
			001 - 522 20 42 010		Postage	23.73	
			001 - 524 20 42 000		Postage	2.93	
			425 - 531 50 31 000		Operating Supplies	7.60	
			401 - 535 80 42 015		Postage	98.80	
			102 - 536 20 42 010		Postage	1.82	
			412 - 537 80 42 010		Postage	45.60	
			103 - 542 30 31 000		Operating Supplies	0.46	
			001 - 558 60 42 010		Postage	178.70	
			101 - 576 80 42 010		Postage	0.46	
			001 - 595 10 42 000		Postage	67.86	
754	02/10/2016	Claims	2	183214	North Central Laboratories	535.66	
			401 - 535 80 31 010		Operating Supplies	535.66	
755	02/10/2016	Claims	2	183215	Office Depot	157.48	
			001 - 514 23 31 000		Supplies	157.48	
756	02/10/2016	Claims	2	183216	Owen Equipment Company	1,622.41	
			425 - 531 50 48 000		Repairs/Maintenance	1,310.89	
			425 - 531 50 48 000		Repairs/Maintenance	311.52	
757	02/10/2016	Claims	2	183217	Pat Rimmer Tire Ctr Inc	335.26	
			001 - 521 20 48 010		Repair & Maint - Auto	167.63	
			001 - 522 20 48 000		Repairs/Maint-Equip	167.63	
758	02/10/2016	Claims	2	183218	Pentair Valves & Controls US LP	2,027.45	
			401 - 535 50 48 050		Maint Of General Equip	2,027.45	
759	02/10/2016	Claims	2	183219	Platt	313.22	
			401 - 535 50 48 050		Maint Of General Equip	145.78	
			401 - 535 50 48 050		Maint Of General Equip	167.44	
760	02/10/2016	Claims	2	183220	Public Utility Dis No1	112.57	
			401 - 535 80 47 000		Public Utilities	112.57	
761	02/10/2016	Claims	2	183221	Puget Sound Energy	27,357.80	
			001 - 521 20 47 000		Public Utilities	181.19	
			001 - 522 50 47 000		Public Utilities	156.74	
			425 - 531 50 47 000		Public Utilities	198.79	
			401 - 535 80 47 000		Public Utilities	12,464.78	
			102 - 536 20 47 000		Public Utilities	137.04	
			412 - 537 80 47 000		Public Utilities	172.35	
			103 - 542 63 47 000		Public Utilities	106.43	
			103 - 542 63 47 000		Public Utilities	9.37	
			103 - 542 63 47 000		Public Utilities	219.90	
			103 - 542 63 47 000		Public Utilities	8,395.99	
			108 - 557 30 41 000		Advertising	21.86	
			105 - 572 20 47 000		Public Utilities	341.30	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 000		Riverfront	885.21	
			101 - 576 80 47 010		Community Center	144.26	
			101 - 576 80 47 020		Senior Center	486.17	
			101 - 576 80 47 040		Train	110.89	
			101 - 576 80 47 050		Hammer Square	265.40	
			101 - 576 80 47 051		Bingham / Memorial	129.65	
			101 - 576 80 47 052		Bingham Caretaker	137.38	
			101 - 576 80 47 052		Bingham Caretaker	21.85	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,760.44	
762	02/10/2016	Claims	2	183222	Ri-Tec Industrial Products	153.00	
			412 - 537 80 31 000		Operating Supplies	153.00	
763	02/10/2016	Claims	2	183223	ATV Signs Rick Severson	65.10	
			412 - 537 80 31 000		Operating Supplies	65.10	
764	02/10/2016	Claims	2	183224	Ricoh USA Inc	362.92	
			001 - 521 20 48 000		Repairs & Maintenance	105.51	
			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	105.51	
765	02/10/2016	Claims	2	183225	Rodda Paint Co	227.77	
			101 - 576 80 48 021		Equipment	216.84	
			101 - 576 80 48 021		Equipment	10.93	
766	02/10/2016	Claims	2	183226	Kevin Rogerson	200.00	
			001 - 512 50 41 000		Professional Services	200.00	
767	02/10/2016	Claims	2	183227	SCIDEU	1,000.00	
			001 - 521 20 51 010		Skagit Cty Drug Task Force	1,000.00	
768	02/10/2016	Claims	2	183228	Sedro-Woolley Auto Parts	415.59	
			001 - 518 20 48 000		Repair & Maintenance	9.79	
			401 - 535 50 48 040		Maintenance Of Vehicles	28.46	
			401 - 535 50 48 050		Maint Of General Equip	10.71	
			401 - 535 50 48 050		Maint Of General Equip	30.59	
			102 - 536 20 31 010		Operating Supplies	14.09	
			102 - 536 20 31 010		Operating Supplies	35.85	
			412 - 537 80 31 000		Operating Supplies	1.74	
			412 - 537 80 31 000		Operating Supplies	59.08	
			412 - 537 80 31 000		Operating Supplies	155.17	
			412 - 537 80 31 000		Operating Supplies	35.41	
			103 - 542 30 48 010		Repair/Maintenance-Equip	17.34	
			101 - 576 80 48 021		Equipment	17.36	
769	02/10/2016	Claims	2	183229	Sedro-Woolley Volunteer	19,733.00	
			001 - 522 20 11 010		Salaries-Volunteers	19,733.00	
770	02/10/2016	Claims	2	183230	Shred It	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	
771	02/10/2016	Claims	2	183231	Sirchie Finger Print	95.05	
			001 - 521 20 31 002		Office/Operating Supplies	95.05	
772	02/10/2016	Claims	2	183232	Skagit 911	1,226.74	
			001 - 522 20 51 000		Central Dispatch	1,226.74	

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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
773	02/10/2016	Claims	2	183233	Skagit Co. Dept of Public Health	5,110.25	
					001 - 569 00 51 000 - Skagit Senior Services	5,110.25	
774	02/10/2016	Claims	2	183234	Skagit County Auditor	330.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	165.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	165.00	
775	02/10/2016	Claims	2	183235	Skagit County Sheriff Office	549.51	
					001 - 523 60 51 010 - Prisoner Transport	549.51	
776	02/10/2016	Claims	2	183236	Skagit County Treasurer	32,573.34	
					114 - 523 60 51 022 - Jail Sales Tax Pass Through 2	32,485.03	
					001 - 586 00 00 001 - Crime Victim & Witnss Prog	88.31	
777	02/10/2016	Claims	2	183237	Skagit Farmers Supply	6.50	
					101 - 576 80 48 016 - City Hall	6.50	
778	02/10/2016	Claims	2	183238	Skagit Hydraulics Inc	88.41	
					412 - 537 50 48 000 - Repairs/maint-equip	88.41	
779	02/10/2016	Claims	2	183239	Skagit Surveyors &	2,090.00	
					001 - 558 60 41 000 - Professional Services	2,090.00	
780	02/10/2016	Claims	2	183240	Skagit Valley Signs	2,162.41	
					501 - 594 22 64 501 - Vehicles - Ffire	2,162.41	
781	02/10/2016	Claims	2	183241	Software One Inc.	14,474.95	
					001 - 518 80 49 000 - Software Maint & Support	14,474.95	
782	02/10/2016	Claims	2	183242	Sparkle Shop Laundries	29.84	
					001 - 521 20 26 010 - Uniform Cleaning	29.84	
783	02/10/2016	Claims	2	183243	Staples Business Advantage	329.48	
					001 - 514 23 31 000 - Supplies	178.31	
					001 - 521 20 31 002 - Office/Operating Supplies	-5.41	
					001 - 521 20 31 002 - Office/Operating Supplies	36.74	
					001 - 521 20 31 002 - Office/Operating Supplies	15.10	
					001 - 522 20 31 010 - Office Supplies	51.88	
					001 - 522 20 31 010 - Office Supplies	17.27	
					001 - 522 20 31 010 - Office Supplies	35.59	
784	02/10/2016	Claims	2	183244	Stryker Sales Corp.	16,417.79	
					501 - 594 22 64 501 - Vehicles - Ffire	16,417.79	
785	02/10/2016	Claims	2	183245	Suburban Propane LP	335.65	
					102 - 536 20 32 001 - Propane	286.82	
					102 - 536 20 32 001 - Propane	48.83	
786	02/10/2016	Claims	2	183246	Swissphone LLC	66.00	
					001 - 522 20 31 000 - Operating Supplies	66.00	
787	02/10/2016	Claims	2	183247	Thompson's Greenhouse	108.50	
					101 - 576 80 48 012 - Harry Osborne	108.50	
788	02/10/2016	Claims	2	183248	Kenneth Thornberry	40.00	
					101 - 362 40 10 000 - Space Rent-RV Park - Riverfr	-40.00	
789	02/10/2016	Claims	2	183249	Traffic Safety Supply Co	2,614.56	
					103 - 542 64 31 004 - Street Sign Materials	2,614.56	
790	02/10/2016	Claims	2	183250	True Value	558.71	
					001 - 521 20 31 002 - Office/Operating Supplies	6.50	
					001 - 521 20 31 002 - Office/Operating Supplies	29.25	
					001 - 521 20 31 002 - Office/Operating Supplies	38.50	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 50 48 020		- Repair/Maint-Garage	54.21	
			001 - 522 50 48 020		- Repair/Maint-Garage	36.17	
			001 - 522 50 48 020		- Repair/Maint-Garage	20.45	
			401 - 535 50 48 050		- Maint Of General Equip	10.93	
			401 - 535 80 31 010		- Operating Supplies	21.69	
			401 - 535 80 31 010		- Operating Supplies	27.65	
			103 - 542 64 31 002		- Traffic Control Devices	12.46	
			101 - 576 80 31 001		- Operating Sup - Riverfront	34.71	
			101 - 576 80 48 007		- Bingham Park	1.02	
			101 - 576 80 48 009		- Hammer Square	13.01	
			101 - 576 80 48 015		- Library	15.18	
			101 - 576 80 48 015		- Library	39.03	
			101 - 576 80 48 015		- Library	9.21	
			101 - 576 80 48 016		- City Hall	36.88	
			101 - 594 76 31 000		- Buildings & Structures	123.69	
			101 - 594 76 31 000		- Buildings & Structures	28.17	
791	02/10/2016	Claims	2	183251	USA Blue Book		488.55
					401 - 535 50 48 050 - Maint Of General Equip	488.55	
792	02/10/2016	Claims	2	183252	Uline		938.74
					412 - 537 80 34 000 - Containers - Garbage	938.74	
793	02/10/2016	Claims	2	183253	Verizon Wireless		3,064.02
					001 - 513 10 42 020 - Telephone	10.02	
					001 - 513 10 42 020 - Telephone	-3.40	
					001 - 514 23 42 020 - Telephone	55.43	
					001 - 515 30 42 001 - Telephone	10.02	
					001 - 515 30 42 001 - Telephone	55.43	
					001 - 518 80 42 020 - Telephone	49.08	
					001 - 521 20 42 020 - Telephone	500.61	
					001 - 521 20 42 020 - Telephone	103.21	
					001 - 521 20 42 020 - Telephone	910.14	
					001 - 522 20 42 020 - Telephone	283.16	
					001 - 522 20 42 020 - Telephone	73.32	
					001 - 524 20 42 020 - Telephone	55.43	
					401 - 535 80 42 030 - Nextel Cell Phones	44.64	
					401 - 535 80 42 030 - Nextel Cell Phones	147.41	
					401 - 535 80 42 030 - Nextel Cell Phones	55.43	
					102 - 536 20 42 020 - Telephone	18.33	
					102 - 536 20 42 020 - Telephone	55.43	
					412 - 537 80 42 025 - Nextel Cell Phones	10.02	
					412 - 537 80 42 025 - Nextel Cell Phones	18.87	
					412 - 537 80 42 025 - Nextel Cell Phones	221.72	
					103 - 542 30 42 020 - Telephone	93.53	
					101 - 576 80 42 020 - Telephone	54.99	
					101 - 576 80 42 020 - Telephone	110.86	
					001 - 595 10 42 025 - Cell Phones	19.48	
					001 - 595 10 42 025 - Cell Phones	110.86	
794	02/10/2016	Claims	2	183254	WA St Dept Of Licensing		116.00
					001 - 595 10 49 000 - Dues/Memberships	116.00	
795	02/10/2016	Claims	2	183255	WA St Dept Of Prof Licen		234.00
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	234.00	
796	02/10/2016	Claims	2	183256	WA St Dept Of Trans		217.57
					104 - 595 10 63 040 - Eng-SR9 Jameson	217.57	
797	02/10/2016	Claims	2	183257	WA St Fire Fighters Assoc		110.00
					001 - 522 20 49 010 - Misc-Dues	110.00	
798	02/10/2016	Claims	2	183258	WA St Off Of Treasurer		5,782.68

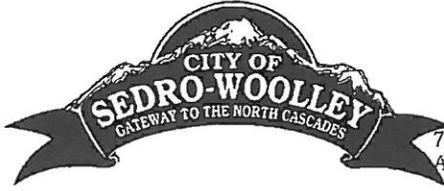
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City Of Sedro-Woolley
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 386 90 00 000 - State Remittances-Court			-5,782.68	
799	02/10/2016	Claims	2	183259	Washington Tractor	155.81	
			102 - 536 20 48 040 - Repair/Maint-Equip & Bldg			155.81	
800	02/10/2016	Claims	2	183260	Wood's Logging Supply Inc	419.16	
			401 - 535 50 48 010 - Maintenance Of Lines			88.53	
			102 - 536 20 35 000 - Small Tools/Minor Equip			254.38	
			102 - 536 20 35 000 - Small Tools/Minor Equip			76.25	
706	02/10/2016	Claims	2	183261	A-1 Mobile Lock & Key	184.45	
			101 - 576 80 48 017 - Museum			184.45	
707	02/10/2016	Claims	2	183262	AWC	1,215.00	
			401 - 535 80 49 010 - Misc-Dues/Subscriptions			425.25	
			102 - 536 20 49 010 - Misc-Tuition/Registration			60.75	
			412 - 537 80 41 000 - Professional Services			364.50	
			103 - 542 30 49 040 - CDL Endorcement Fees			243.00	
			101 - 576 80 49 020 - Misc-Dues/CDL/Background			121.50	
708	02/10/2016	Claims	2	183263	Allelujah Business Systems	18.95	
			401 - 535 80 31 010 - Operating Supplies			18.95	
709	02/10/2016	Claims	2	183264	Alpine Fire & Safety	347.03	
			412 - 537 80 31 000 - Operating Supplies			110.37	
			412 - 537 80 31 000 - Operating Supplies			236.66	
710	02/10/2016	Claims	2	183265	Aramark Uniform Services	30.68	
			401 - 535 80 49 000 - Laundry			8.22	
			401 - 535 80 49 000 - Laundry			8.22	
			102 - 536 20 49 030 - Misc-laundry			0.40	
			102 - 536 20 49 030 - Misc-laundry			0.40	
			103 - 542 30 49 000 - Misc-Laundry			6.72	
			103 - 542 30 49 000 - Misc-Laundry			6.72	
001 Current Expense Fund						69,027.88	
101 Parks & Facilities Fund						9,616.74	
102 Cemetery Fund						1,269.89	
103 Street Fund						12,813.17	
104 Arterial Street Fund						217.57	
105 Library Fund						1,510.79	
108 Lodging Tax Fund						21.86	
109 Special Investigation Fund						1,183.74	
114 Law Enforcement Sales Tax						32,485.03	
401 Sewer Operations Fund						20,216.27	
412 Solid Waste Operations Fund						4,679.69	
425 Stormwater Operations						1,956.16	
501 Equipment Replacement Fund						22,817.13	
* Transaction Has Mixed Revenue And Expense Accounts						177,815.92	Claims: 177,815.92



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

CITY OF SEDRO-WOOLLEY

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

David Lee, PE
City Engineer

MEMO TO: City Council and Mayor Keith Wagoner

FROM: David Lee, PE

RE: **Final Acceptance – Contract 2015-PW-04, 2015 Greenstreet-Dean-Virginia Sanitary Sewer and Sidewalk Improvements Project Fisher Construction Group, Inc.**

DATE: February 3, 2016 (for Council review February 10, 2016)

ISSUE Should Council approve final acceptance of the 2015 Greenstreet-Dean-Virginia Sanitary Sewer and Sidewalk Improvements Project as constructed by Fisher Construction Group, Inc. of Burlington, WA in amount of \$618,319.37 (including sales tax)?

BACKGROUND/DISCUSSION

This project is the latest in the effort to rehabilitate the sanitary sewer collection system by replacing or repairing deteriorating sewer mains and services. This project consisted of replacing approximately 1800 LF of 8" concrete pipe with 8" PVC pipe and rebuilding 32 side sewers in Greenstreet Blvd, Dean Drive and Virginia Avenue. The roadway sections impacted were totally rebuilt and paved. In addition to the sewer replacement and road work, the deteriorating and narrow sidewalks on Greenstreet, Dean and Virginia were replaced. The design, plans and specifications for this project were produced by City staff. PUD provided the topographic survey information used for the design of this project. City staff provided construction contract management and inspection for the project.

An interlocal agreement (ILA) between the City and PUD in the amount of \$22,008.00 (cost for 250 tons of asphalt at the unit bid price plus 5% administration fee) was prepared and executed on June 10, 2015 for reimbursement from PUD for asphalt used to pave the area of their water line trenches for line replacement work done in early 2015. PUD paid the ILA agreement amount in October 2015.

The construction contract for the 2015 Greenstreet-Dean-Virginia Sanitary Sewer and Sidewalk Improvements Project with Fisher Construction Group, Inc. of Burlington, WA was executed on June 2, 2015. The work was started on July 6, 2015, with substantial completion on September 10, 2015 and final completion on October 30, 2015.

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

FINANCIAL

Revenue:

401 Other Improvements	\$ 650,000.00
PUD ILA	\$ 22,008.00
TOTAL ANTICIPATED	\$ 672,008.00

Expenditures

Design (City Staff)	\$ 13,252.91
Construction Contract – Fisher Construction Group	\$ 618,319.37
Construction Engineering (MTC, SSE & City Staff)	\$ 36,592.80
TOTAL ANTICIPATED EXPENSE	\$ 668,165.08

ANALYSIS

The original construction contract for this project totaled \$629,738.87. The final construction cost for the project is \$618,319.37 which is 1.8% under the bid amount. Final design and construction engineering, city staff plus consultants, costs are 8.1% of the final construction cost.

MOTION:

Move for final acceptance of the 2015 Greenstreet-Dean-Virginia Sanitary Sewer and Sidewalk Improvements Project as constructed by Fisher Construction Group, Inc. of Burlington, WA in amount of \$618,319.37 (including sales tax)?



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: January 27, 2016

Contractor's UBI Number: 600170606

Name & Mailing Address of Public Agency
City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284 UBI Number: 298-001-552

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name 2015 Greenstreet-Dean-Virginia SS and Sidewalk Imp Project		Contract Number 2015-PW-04	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Replacement of sanitary sewer mains between existing manholes on Greenstreet Blvd, Dean Drive and Virginia Avenue. Side sewer service lines were replaced from the main to the right of way. The project also reconstructed sidewalks and resurfaced all roadways with asphalt.			
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)			
Contractor's Name Fisher Construction Group Inc.		E-mail Address sw@fishercgi.com	Affidavit ID* 624437
Contractor Address 625 Fisher lane, Burlington, WA 98233		Telephone # 360-757-4049	
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)			
Name:		Bond Number:	
Date Contract Awarded 5/27/2015	Date Work Commenced 07/06/2015	Date Work Completed 10/30/2015	Date Work Accepted 02/10/2016
Were Subcontractors used on this project? If so, please complete Addendum A.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.			

Contract Amount	\$ 629,738.87		
Additions (+)	\$ 0.00	Liquidated Damages \$	0.00
Reductions (-)	\$ 32,386.19	Amount Disbursed \$	588,451.73
Sub-Total	\$ 597,352.68	Amount Retained \$	29,867.64
Amount of Sales Tax \$20,966.69			
(If various rates apply, please send a breakdown)	\$ 20966.69		
TOTAL	\$ 618,319.37	TOTAL \$	618,319.37

NOTE: These two totals must be equal

Comments: Tax rules 170 and 171 apply to this project.
--

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

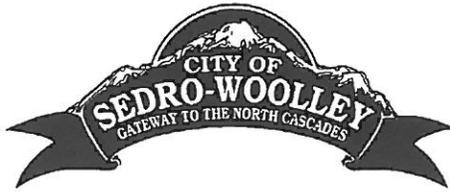
Contact Name: Julie Rosario

Title: Public Works Assistant

Email Address: jrosario@ci.sedro-woolley.wa.us

Phone Number: 360-855-9932





CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 32

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 Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Hot Asphalt Tack Distributor Unit Purchase**
DATE: February 3, 2016 (for Council review may February 10, 2016)

ISSUE

At our November 12, 2015 council meeting council declared our Unit 314 Hot Patch Truck as surplus. Council also authorized staff to purchase a new asphalt tack unit with the proceeds of the sale of this unit. To date, the unit has not sold.

Shall City Council authorize the Public Works Director to issue the attached Purchase order to J & K Associates of Snohomish, WA in the bid amount of \$10,062.29?

BACKGROUND/RECOMMENDATION:

The city purchased Unit 332 Self Contained Slip-In Type Patch Unit to replace Unit 314 1984 Ford Hot Patch Truck. The new unit only has a small asphalt emulsion (Tack) tank, making larger patch jobs somewhat difficult due to the need to refill the tank numerous times during a typical job. Public Works proposes to purchase an asphalt tack trailer mounted unit to fill this need. The trailer will be a one-time purchase. This type of unit with the anticipated use should last indefinitely, and will not be tracked as an ERR replacement item for budget purposes. Normal bid procedures were followed by obtaining three quotes for the unit.

The purchase was originally budgeted in 2015, so a budget amendment will be required to move the item to 2016. The Equipment Replacement and Repair Fund will support the proposed expenditure.

MOTION

Authorize the Public Works Director to issue the attached Purchase order to J & K Associates of Snohomish, WA in the bid amount of \$10,062.29.



**PURCHASE ORDER
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2016-PO-05

Product Marathon TPS Tube Fired Hot Tack Distributor

Vendor Name J&K Associates

Vendor Address 323 2nd Ave., Snohomish, WA 98290

Vendor Contact Jim Sauers Phone 425-827-3686 Email jimsauers@hotmail.com

Ship To Sedro-Woolley Solid Waste Facility, 315 Sterling, Sedro-Woolley, WA 98284

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

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

City Department Street Budget (BARS) No. 594.xx.64.501 Vehicles - Street

DESCRIPTION OF PRODUCT

Per Attached Quote: J&K Associates dated November 2, 2015

COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis,
\$10,062.29 incl WSST & Delivery without written authorization.
not to exceed _____

Equipment and Selling Price Summary:

Marathon TPS tube fired Hot Tack distributor

TPS 210 Standard Unit, Breakaway Switch, Hose Reel, and Ball Hitch:	\$ 8,024.00
Estimated Freight to Sedro-Woolley	\$ 1,250.00
Sales Tax (8.5%):	\$ 788.29
Total:	\$10,062.29

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

By ASAP

In accordance with the attached schedule.

APPROVED

CITY OF SEDRO-WOOLLEY

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

Signature _____

Date _____

J&K ASSOCIATES
323 2nd Ave.
Snohomish, WA 98290
Phone: 425-827-3686
Fax: 425-827-2481
Cell: 206-940-6924
E-mail: jimsauers@hotmail.com

November 2, 2015

Mr. Leo Jacobs
Public Works Operations Supervisor
City of Sedro Woolley, Public Works
325 Metcalf Street
Sedro-Woolley, WA 98284

(Break down
on Back
sheet)
\$10,062.²⁹

Mr. Jacobs,

We are pleased to propose the Marathon TPS tube fired Hot Tack distributor equipped as follows:

Standard Unit: **TPS210 Tube-Fired Power Sprayer (Trailer Mount)...**\$7,070.00

5.5 hp Honda Engine

10 GPM Pumping System with Flushing Tank

5' Spray Wand with 40' Hose

Two 80,000 BTU Vapor Burners (no flame-out protection)

4" Fill Lid

Single Propane Bottle Holder

(1) 3500 lb. Axle with 205/75 R15 Tires with Electric Brakes

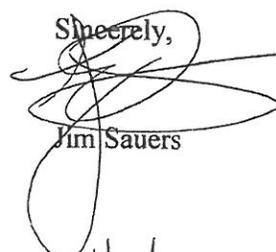
Adjustable Pintle Style Hitch

DOT/Transport Canada approved LED trailer lighting

Heavy Duty, Top Wind, Trailer Jack

Available Options:

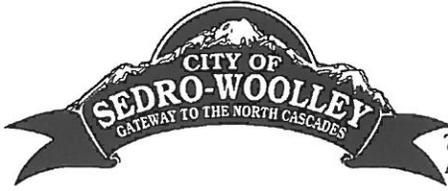
- Electric Breakaway switch c/w battery...\$350.00 *Add*
- 10 lb. fire extinguisher...\$240.00
- 200,000 BTU Torch, c/w 15' of hose...\$304.00
- Auto temp control with electronic ignition with battery and charger...\$2,710.00
- Flame out protection...\$315.00
- Hand wand recirculation system...\$285.00
- 10" diameter non vented flip top filler lid...\$504.00
- Hose Reel installed...\$404.00 *Add*
- 12 gal. recovery tank...\$310.00
- 120V 1500W overnight heater...\$1,560.00
- 2 5/16 ball hitch...\$200.00 *Add*
- Hydraulic pumping system, forward and reverse...\$2,190.00
- License plate bracket w/light...\$79.00

Sincerely,

 Jim Sauers

7070.⁰⁰
 350⁰⁰ Electric Breakaway switch
 404⁰⁰ Hose Reel installed
 200⁰⁰ 2 5/16 ball Hitch

8024.⁰⁰
 1,250⁰⁰ Freight

9,274.⁰⁰
 \$788.²⁹ 8.5% Sales tax v
 \$10,062.²⁹ ✓



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

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

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

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner
FROM: Mark A. Freiberger, PE
RE: **Possible Bid Award
Public Works Agreement Nos. 2016-PW-04 and 07 thru 13 Miscellaneous On-Call
Maintenance Services**
DATE: February 4, 2016(for Council action February 10, 2016)

ISSUE

Should Mayor Wagoner execute the attached Public Works Agreement Nos. 2016-PW-04 and 07 thru 13 for miscellaneous 2016 On-Call maintenance services as shown below?

BACKGROUND/DISCUSSION

The city closed bids on January 28th and February 4th under the MRSC Small Works Roster process for the following contracts:

- 2016 Back-up Generator Maintenance and On-Call Services
- 2016 HVAC Preventative Maintenance and On-Call Services
- 2016 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature
- 2016 On-Call Construction Services for Miscellaneous Construction Services of an Emergent Nature

Bid tabulations for each bid are attached.

These contracts will provide labor, materials and equipment for miscellaneous on-call type repairs to city facilities for back-up generator services, heating, ventilating and air conditioning (HVAC), electrical, and construction services. The basis for bid comparison was a typical one day service call based on contractor proposed hourly rates, or in the case of the back-up generator maintenance, a lump sum bid for annual preventative maintenance for the city's back-up generators per the list provided in the invitation to bid. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2016-PW-04	Generator Services NW LLC of Lynnwood, WA	\$25,000.00
2016-PW-07	Andgar Corporation of Ferndale, WA	\$25,000.00
2016-PW-08	D.K. Systems Inc. of Burlington, WA	\$25,000.00
2016-PW-09	Bonner Electrical Contracting LLC of Mount Vernon, WA	\$25,000.00
2016-PW-10	Seven Sisters Inc. of Sedro-Woolley, WA	\$25,000.00
2016-PW-11	P & P Excavating LLC of Bellingham, WA	\$35,000.00
2016-PW-12	RAM Construction General Contractors Inc. of Bellingham, WA	\$35,000.00

FINANCE

The work will be generally funded as follows:
521.20.48.000.001 - Repairs & Maintenance – Police Evidence Room
522.50.48.030.001 - Repairs & Maintenance – Fire Station 2
576.80.48.xxx.001 - Repairs & Maintenance – Misc. City Facilities
535.50.48.000. 401 - Maintenance Contracts – Sewer
531.50.48.000.425 – Repairs & Maintenance - Stormwater

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

MOTION:

Move to authorize Mayor Wagoner to execute the attached Public Works Agreement Nos. 2016-PW-04 and 07 thru 13 for miscellaneous 2016 On-Call Maintenance Services as detailed above.



CITY OF SEDRO-WOOLLEY
 2016 Backup Generator Maintenance and On-Call Services
FINAL - BID COMPARISON
 Bid Opening: FEBRUARY 4, 2016, 2:00PM

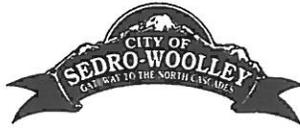
Contractor Name:

ITEM	DESCRIPTION	QUANTITY	UNIT	Generator Services NW LLC Lynnwood, WA		Cummins Inc. Renton, WA		EC Power Systems Fife, WA		Tacoma Diesel & Equipment Inc. Tacoma, WA	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Schedule 1 - Annual and Quarterly Preventative Maintenance											
1	Fourteen (14) Backup Generators Sets	1.00	LS	12,507.75	12,507.75	27,026.08	27,026.08	32,000.00	32,000.00	56,978.00	56,978.00
	Subtotal:				12,507.75		27,026.08		32,000.00		56,978.00
Schedule 2 - On-Call Repairs and Service (Typical call out) - Hourly											
1	Journeyman Wage, Straight Time	8.00	Hours	-	-	140.00	1,120.00	108.00	864.00	150.00	1,200.00
2	Service Truck with Tools	8.00	Hours	95.00	760.00		-	108.00	864.00	-	-
3	Materials (bid allowance)	500.00	LS	1.00	500.00	1.00	500.00	1.00	500.00	1.00	500.00
4	Markup on Materials	500.00	%	0.20	100.00	0.33	165.00	0.10	50.00	0.33	165.00
5	Mobilization/Demobilization (if not incl in hourly rate)	1.00	LS	100.00	100.00	972.50	972.50		-		-
	Subtotal:				1,460.00		2,757.50		2,278.00		1,865.00
	SUBTOTAL				13,967.75		29,783.58		34,278.00		58,843.00
	WASHINGTON STATE SALES TAX AT 8.5%				1,187.26		2,531.60		2,913.63		5,001.66
	TOTAL				15,155.01		32,315.18		37,191.63		63,844.66

Markup Rate for Materials:
 Overtime Rate, Per Hour
 Corrections made to calculations
 MRSC
 NOTES:

	20%	33%	10%	33%
	142.50	197.00	161.00	225.00
	Yes	Yes	Yes	Yes
	Yes	No	Yes	Yes
Service Truck with Tools includes Tech.		Mark-up rate is on non-cummins materials only.		

1. Sample project assumes a one day repair during normal working hours of a miscellaneous generator problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Roundtrip) – One mobilization/demobilization will be paid per task order, unless agreed to otherwise.



PUBLIC WORKS AGREEMENT 2016-PW-04

2016 Backup Generator Maintenance and On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **Generator Services Northwest LLC, 3229-152nd Street SW, Lynnwood, WA 98087**, (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 (none) and technical specifications (below):

Provide Annual and Quarterly Preventative Maintenance for fourteen (14) Backup Generator Sets as specified in ATTACHMENT A and On-Call services as assigned by task order.

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 Division Supervisor** as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business and Occupation License are required, and Contractor is 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 (NOT REQUIRED);
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 (WAIVED - RCW 39.04.155(3)).

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.

- H. **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 Traffic Engineer. Unless provided for specifically in the contract, no additional compensation will be made for traffic control.

III. PAYMENT

- A. The maximum payable hereunder is **\$25,000.00**
- B. Individual Task Orders will be issued by the Public Works Director and 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. Contractor to provide with the signed contract a Schedule of Values including breakdown per each Quarterly Maintenance and Annual Maintenance activity (including Sales Tax).
- D. 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.
- E. Certified payroll must accompany each invoice prior to payment.
- F. 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 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.
- G. Retainage will be administered in accordance with RCW 60.28.011 (WAIVED – using alternate procedures for contracts over \$2,500 and under \$35,000 including tax RCW 39.04.155(3))

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

- A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2017**.
- 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: Provide Annual and Quarterly Preventative Maintenance for fourteen (14) Backup Generator Sets as specified in ATTACHMENT A.
- D. MRSC Roster Registration: The Contractor shall be registered with the MRSC Washington State Small Public Works Contractors and Consultant Services Roster. Contact www.mrscrosters.org for details.

- E. Washington State Department of Retirement Systems. Have you retired under the 2008 early retirement factors? Yes No N/A
- F. 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-consultants are listed on any state or federal debarment list.
- G. Materials to comply with ATTACHMENT A.

EXECUTED, this the _____ day of _____, 20 __, for the Contractor: **Generator Services Northwest LLC**

Contractor

EXECUTED, this the _____ day of _____, 20 __, for the CITY OF SEDRO-WOOLLEY:

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip



EXHIBIT A

2016 Backup Generator Maintenance and On-Call Services

BID PROPOSAL

Proposals due by 2 pm, February 4, 2016

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

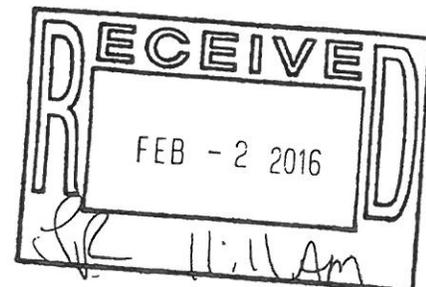
We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2016 Backup Generator Maintenance and On-Call Services":

Item Description	Quantity	Unit Price	Total
SCHEDULE 1: Proposal for Annual and Quarterly Preventative Maintenance for fourteen (14) Backup Generator Sets as specified in Public Works Agreement 2016-PW-04:			
1. Lump Sum Bid (excluding sales tax – will be added below)			\$ <u>12,507.75</u>
SCHEDULE 2: On-call repairs and service (Sample Project- Note 1)			
1. Journeyman Wage	8 Hours	\$	\$
2. Service Truck with Tools <i>and Tech.</i>	8 Hours	\$ <u>95.00</u>	\$ <u>760.00</u>
3. Materials (bid allowance) (Note 3)	1 LS	\$ 500.00	\$ 500.00
4. Markup on Materials (Note 3)		<u>20 %</u>	\$ <u>100.00</u>
5. Mobilization/Demobilization (Note 2)	1 LS	\$ <u>1.00</u>	\$ <u>100.00</u>
		<i>per m. le. Rd. Trip</i>	\$ <u>1,396.75</u>
SUBTOTAL BID			\$ <u>1,187.25</u> 1187.26
SALES TAX 8.5%			\$ <u>15,155.00</u> 15,155.01
TOTAL BID			
Markup on Materials	<u>20</u> %		
Overtime Rate, Per Hour	<u>\$ 142.50</u>		

Notes:

1. Sample project assumes a one day repair during normal working hours of a miscellaneous generator problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Roundtrip) – One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
3. Contractor's markup rate to be applied to \$500 Material allowance for comparison purposes.

BIDDER NAME: Generator Services NW, LLC
 ADDRESS: 3229-152nd ST SW
Lynnwood, WA. 98087
 CONTACT: Jeff Pool (425) 508-0161
 TELEPHONE: (877) 745-2096
 EMAIL: generatorservicesnw@yahoo.com
 UBI NUMBER: 602657521



REQUIRED ENCLOSURES: Rate Sheet Bidder's Qualification Statement
 2016 Backup Generator Proposal Form



1 (877)745-2096

2016

Rates;

\$95.00 - per hour during regular business hours (8am-4pm) M-F

\$142.50 - per hour after regular business hours, weekends, holidays.

Parts:

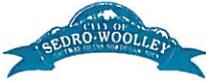
Cost plus 20%

Shipping:

Billed with no mark up unless parts are outside of our usual supplier network, i.e. special orders from back East or fragile shipments such as radiators; We will let you know up front if we are expecting shipping charges to be added.

Mileage:

Time and mileage: We bill our hourly labor rate for travel time and \$1.00 per mile.



CITY OF SEDRO-WOOLLEY
 2016 HVAC Preventative Maintenance and On-Call Services
FINAL - BID COMPARISON
 Bid Opening: January 28, 2016, 2:00PM

Contractor Name:				Andgar Corporation Ferndale, WA		D.K. Systems Inc. Burlington, WA		Hermanson Company Kent, WA	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Schedule 1 - Annual Preventative Maintenance									
1	Sedro-Woolley Municipal Building, 325 Metcalf	1.00	LS	1,453.00	1,453.00	2,613.50	2,613.50	2,608.00	2,608.00
2	Sedro-Woolley Public Library, 802 Ball Street	1.00	LS	147.00	147.00	250.50	250.50	634.00	634.00
3	Sedro-Woolley Community Center, 703 Pacific	1.00	LS	122.00	122.00	155.50	155.50	218.00	218.00
4	Sedro-Woolley Senior Center, 715 Pacific	1.00	LS	330.00	330.00	271.50	271.50	611.00	611.00
5	Parks & Recreation Office, 340 Bingham Park Loop	1.00	LS	116.00	116.00	193.25	193.25	284.00	284.00
6	Police Evidence Garage, 300 Metcalf	1.00	LS	83.00	83.00	111.25	111.25	175.00	175.00
7	Fire Station No. 2, 1218 Township	1.00	LS	166.00	166.00	257.50	257.50	208.00	208.00
	Subtotal:				2,417.00		3,853.00		4,738.00
Schedule 2 - Semi-Annual Preventative Maintenance									
8	WWTP, 401 Alexander	1.00	LS	163.00	163.00	394.50	394.50	281.00	281.00
9	WWTP, 401 Alexander	1.00	LS	163.00	163.00	394.50	394.50	281.00	281.00
	Subtotal:				326.00		789.00		562.00
Schedule 3 - On-Call HVAC Services (Typical call out) - Hourly									
10	Journeyman HVAC Technician, Straight Time	8.00	Hours	100.00	800.00	100.00	800.00	127.00	1,016.00
11	Journeyman HVAC Technician, Overtime	2.00	Hours	150.00	300.00	150.00	300.00	190.50	381.00
12	Service Truck with Tools	10.00	Hours		-		-		-
13	Mobilization/Demobilization (if not incl in hourly rate)	1.00	LS	50.00	50.00	30.00	30.00	55.00	55.00
14	Materials (bid allowance)	1.00	LS	500.00	500.00	500.00	500.00	500.00	500.00
15	Markup on Materials at Contractor rate	500.00	%	0.40	200.00	0.30	150.00	0.25	125.00
	Subtotal:				1,850.00		1,780.00		2,077.00
	SUBTOTAL				4,593.00		6,422.00		7,377.00
	WASHINGTON STATE SALES TAX AT 8.5%				390.41		545.87		627.05
	TOTAL				4,983.41		6,967.87		8,004.05

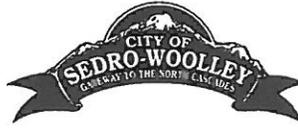
Markup Rate for Materials:
 Corrections made to calculations
 MRSC
 NOTES:

40%
 Yes
 Yes

30%
 Yes
 Yes

25%
 Yes
 Yes

- Schedule 1 project is for Annual Preventative HVAC Maintenance at various city facilities.
- Schedule 2 project is for Semi-Annual Preventative HVAC Maintenance at the Waste Water Treatment Plant.
- Schedule 3 project assumes a one day repair during normal working hours of miscellaneous HVAC issues within the City of Sedro-Woolley at various locations.



PUBLIC WORKS AGREEMENT 2016-PW-07

Project Name: 2016 HVAC Preventative Maintenance and On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the “City”); and **Andgar Corporation, PO Box 2708 Ferndale, WA 98248**, (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: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2016 - per the “Invitation to Bid”.**

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

A. Definitions and Terms:

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

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

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

B. Project Manager: The term “engineer” is understood to be the City’s Project Manager, who is the City’s representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

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

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

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

liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$25,000.00**

B. Individual Task Orders issued by the Public Works Director 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 60.28.011.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2017**

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: **Provide annual preventative maintenance service on certain City owned HVAC systems and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2015 - per the "Invitation to Bid" dated January 14, 2016.**

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, **Andgar Corporation**

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

Keith Wagoner, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

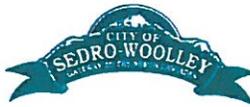


EXHIBIT A

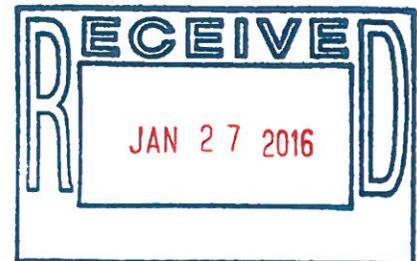
2016 HVAC Preventative Maintenance and On-Call Services PROPOSAL

Proposals due by 2pm, Thursday, January 28, 2016

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2016 HVAC Preventative Maintenance and On-Call Services":

Item	Description	Quantity	Unit Price	Total
SCHEDULE 1: Annual Preventative Maintenance:				
1.	Sedro-Woolley Municipal Building, 325 Metcalf Street		Lump Sum	\$ 1453.00
2.	Sedro-Woolley Public Library, 802 Ball Street		Lump Sum	\$ 147.00
3.	Sedro-Woolley Community Center, 703 Pacific Street		Lump Sum	\$ 122.00
4.	Sedro-Woolley Senior Center, 715 Pacific Street		Lump Sum	\$ 330.00
5.	Bingham Park Caretaker, 340 Bingham Park Loop		Lump Sum	\$ 116.00
6.	Police Evidence Garage, 300 Metcalf Street		Lump Sum	\$ 83.00
7.	Fire Station No. 2, 1218 Township Street		Lump Sum	\$ 166.00
	SUBTOTAL SCHEDULE 1			\$ 2417.00 ✓
SCHEDULE 2: Semi-Annual Preventative Maintenance:				
8.	WWTP, 401 Alexander Street		Spring Lump Sum	\$ 163.00
9.	WWTP, 401 Alexander Street		Fall Lump Sum	\$ 163.00
	SUBTOTAL SCHEDULE 2			\$ 326.00 ✓
SCHEDULE 2: On-Call HVAC Services (Typical call out):				
10.	HVAC Technician, per hour Straight Time	8 HRS	\$ 100.00/HR	\$ 800.00
11.	HVAC Technician, per hour Overtime	2 HRS	\$ 150.00/HR	\$ 300.00
12.	Service Vehicle & Tools, per hour	10 HRS	\$ _____/HR	\$ _____
13.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ 50.00
14.	Materials (bid allowance)		Lump Sum	\$ 500.00
15.	Markup on Materials at Contractor rate		40 %	\$ 200.00
	SUBTOTAL SCHEDULE 2			\$ 1800.00 1850.00 ✓
TOTAL SCHEDULE 1, 2 and 3				\$ 4543.00 4593.00
WA STATE SALES TAX AT 8.5%				\$ 386.16 390.41 ✓
TOTAL BID				\$ 4929.16 4983.41 ✓
Markup on Materials		40 %		
BIDDER COMPANY NAME:		Andgar Corporation		
ADDRESS:		PO Box 2708		
		Ferndale WA 98248		
CONTACT:		Tom Bajema		
TELEPHONE:		360-366-9900		
EMAIL:		tomb@andgar.com		
UBI NUMBER:		600-100-192		
REQUIRED ENCLOSURES:				
Bidder's Qualification Statement <input checked="" type="checkbox"/>				
Rate Sheet <input checked="" type="checkbox"/>				
2016 HVAC Proposal Form				



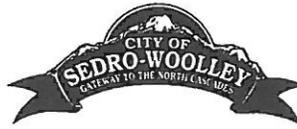


CITY OF SEDRO-WOOLLEY
 2016 ON-CALL HVAC SERVICES
LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: Andgar Corporation
 Address: PO Box 2708 Ferndale WA 98284

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 1)		
Journeyman HVAC	\$100.00	\$150.00 / \$300.00
Material Markup Rate, % (Note 2)	40%	40%
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)	\$50.00	\$50.00
Equipment Rates (Note 4)	Unit Cost	Unit
Service Truck with tools	_____	Per Hour

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



PUBLIC WORKS AGREEMENT 2016-PW-08

Project Name: 2016 HVAC Preventative Maintenance and On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **D.K. Systems Inc., PO Box 886, Burlington, WA 98233**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Provide annual preventative maintenance service on certain city owned HVAC systems, and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2016 - per the "Invitation to Bid".**

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

A. Definitions and Terms:

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

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

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

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates _____ as its Project Manager.

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

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

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

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

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

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

liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$25,000.00**

B. Individual Task Orders issued by the Public Works Director 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 60.28.011.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2017**

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: **Provide annual preventative maintenance service on certain City owned HVAC systems and for emergency and non-emergency on-call services for a period of 12 months beginning on March 1, 2015 - per the "Invitation to Bid" dated January 14, 2016.**

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, **D.K. Systems Inc.**

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

Keith Wagoner, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____

Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY

City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____



EXHIBIT A

2016 HVAC Preventative Maintenance and On-Call Services PROPOSAL

Proposals due by 2pm, Thursday, January 28, 2016

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

We, the undersigned, hereby agree to bid the following per the "Invitation to Bid – 2016 HVAC Preventative Maintenance and On-Call Services":

Item	Description	Quantity	Unit Price	Total
SCHEDULE 1: Annual Preventative Maintenance:				
1.	Sedro-Woolley Municipal Building, 325 Metcalf Street		Lump Sum	\$ 2613.50
2.	Sedro-Woolley Public Library, 802 Ball Street		Lump Sum	\$ 250.50
3.	Sedro-Woolley Community Center, 703 Pacific Street		Lump Sum	\$ 155.50
4.	Sedro-Woolley Senior Center, 715 Pacific Street		Lump Sum	\$ 271.50
5.	Bingham Park Caretaker, 340 Bingham Park Loop		Lump Sum	\$ 193.25
6.	Police Evidence Garage, 300 Metcalf Street		Lump Sum	\$ 111.25
7.	Fire Station No. 2, 1218 Township Street		Lump Sum	\$ 257.50
	SUBTOTAL SCHEDULE 1			\$ 3853.00 ✓
SCHEDULE 2: Semi-Annual Preventative Maintenance:				
8.	WWTP, 401 Alexander Street		Spring Lump Sum	\$ 394.50
9.	WWTP, 401 Alexander Street		Fall Lump Sum	\$ 394.50
	SUBTOTAL SCHEDULE 2			\$ 789.00 ✓
SCHEDULE 3: On-Call HVAC Services (Typical call out):				
10.	HVAC Technician, per hour Straight Time	8 HRS	\$ 100 /HR	\$ 800.00
11.	HVAC Technician, per hour Overtime	2 HRS	\$ 150 /HR	\$ 300.00
12.	Service Vehicle & Tools, per hour	10 HRS	\$ /HR	\$ N/A
* 13.	Mobilization/Demobilization (if not included in rates)		Lump Sum	\$ 30.00
14.	Materials (bid allowance)		Lump Sum	\$ 500.00
15.	Markup on Materials at Contractor rate		30 %	\$ 650.00 150.00
	* \$30 per service call			
	SUBTOTAL SCHEDULE 3			\$ 2250.00 1780.00 ✓
	TOTAL SCHEDULE 1, 2 and 3			\$ 6892.00 6422.00
	WA STATE SALES TAX AT 8.5%			\$ 585.82 545.87 ✓
	TOTAL BID			\$ 7477.82 6967.87 ✓
	Markup on Materials		30 %	
	BIDDER COMPANY NAME:	D.K. Systems Inc.		
	ADDRESS:	P.O. Box 886		
		Burlington, WA 98233		
	CONTACT:	Dorothy Montgomery		
	TELEPHONE:	(360) 755-1555		
	EMAIL:	dorothy@dksystemsinc.com		
	UBI NUMBER:	602-204-164		
	REQUIRED ENCLOSURES:	Bidder's Qualification Statement _____		
		Rate Sheet _____		
	2016 HVAC Proposal Form			



CITY OF SEDRO-WOOLLEY
2016 ON-CALL HVAC SERVICES
LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: D.K. Systems, Inc.			
Address: 962 S. Spruce St. - Mailing: PO Box 886, Burlington, WA 98233			
ITEM		BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 1)			
	First Hour	\$ 130.00	\$ 180.00
Journeyman HVAC	Additional Hour	\$ 100.00	\$ 150.00
Material Markup Rate, % (Note 2)		1.3	
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)			
Equipment Rates (Note 4)			
Service Truck with tools		Unit Cost	Unit Per Hour

NOTES:

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



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

Bid Opening: February 4, 2016, 2:00PM

ONE DAY ELECTRICAL REPAIR PROJECT FOR BID COMPARISON

Contractor Name:

ITEM	QUANTITY	UNIT	Bonner Electrical Contracting LLC Mount Vernon, WA		Seven Sisters Inc. Sedro-Woolley, WA		Dahl Electric Inc. Burlington, WA	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
Journeyman Electrician (Note 1)	16.00	Hour	59.00	944.00	65.95	1,055.20	92.15	1,474.40
Service Truck with Tools (Note 1)	16.00	Hour	3.00	48.00	7.50	120.00	-	-
Mobilization/Demobilization (Note 2)	1.00	LS		-		-	-	-
Materials (Note 3)	1.00	EST		500.00		500.00		500.00
Markup on Materials (Note 3)	%	%	10%	50.00	10%	50.00	22%	110.00
SUBTOTAL				1,542.00		1,725.20		2,084.40
WASHINGTON STATE SALES TAX AT 8.5%				131.07		146.64		177.17
TOTAL				\$ 1,673.07		\$ 1,871.84		\$ 2,261.57

Markup Rate for Materials

Overtime Rate, Per Hour

MRSC

Corrections

NOTES:

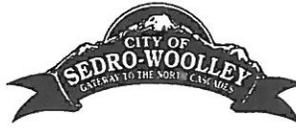
1. Project assumes a two day repair during normal working hours of a miscellaneous electrical problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
3. Contractor's markup rate to be applied to \$500 Material allowance for comparison purposes.

10%	10%	22%
\$ 88.50	\$ 91.70	\$ 126.50
Yes	Yes	Yes
No	No	No

Mob is portal to portal at unit rate

Mob is portal to portal at unit rate

Mob is portal to portal at unit rate



PUBLIC WORKS AGREEMENT 2016-PW-09

Project Name: 2016 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Bonner Electrical Contracting LLC, 1419 Dike Road, Mount Vernon, WA 98273**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in Invitation to Bid dated January 21, 2016.**

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

A. Definitions and Terms:

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

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

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

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina** or **Debbie Allen**, as its Project Managers. 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 **\$25,000.00**

B. Individual Task Orders issued by the Public Works Director 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 60.28.011.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2017**.

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: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated January 21, 2016.**

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, **Bonner Electrical Contracting LLC**

, Contractor

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

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

Designate below the type of investment selected:

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

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip



CITY OF SEDRO-WOOLLEY
 2016 ON-CALL ELECTRICAL SERVICES
ONE DAY ELECTRICAL REPAIR PROJECT FOR BID COMPARISON

Contractor Name: BONNER ELECTRICAL CONTRACTING

ITEM	QUANTITY	UNIT	RATE	TOTAL
Journeyman Electrician (Note 1)	16.00	Hour	\$ 59.00	\$ 944
Service Truck with Tools (Note 1)	16.00	Hour	\$ 3.00	\$ 48
Mobilization/Demobilization (Note 2)	1.00	LS	\$ 0.00	\$ 0
Materials (Note 3)	1.00	EST		500.00
Markup on Materials (Note 3)	10	%	\$ 50.00	\$ 50.00
SUBTOTAL				\$ 1,542.00
WASHINGTON STATE SALES TAX AT 8.5%				131.07
TOTAL				\$ 1,673.07

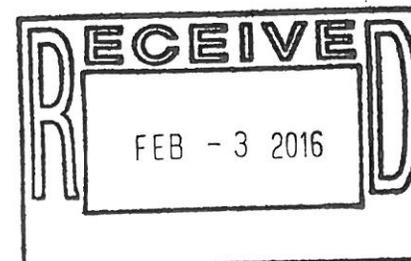
Markup Rate for Materials

Journeyman Overtime Rate, Per Hour

10 %
\$ 88.50 /HR

NOTES:

1. Project assumes a two day repair during normal working hours of a miscellaneous electrical problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
3. Contractor's markup rate to be applied to \$500 Material allowance for comparison purposes.





CITY OF SEDRO-WOOLLEY
 2016 ON-CALL ELECTRICAL SERVICES
LABOR AND EQUIPMENT RATE SHEET (Note 1)

EXHIBIT A

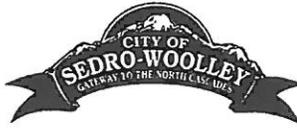
Contractor Name: BONNER ELECTRICAL CONTRACTING

Address: 1419 DIKE ROAD, MT. VERNON, WA 98273

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE (1) (5)
Labor Rates (Note 2)		
Journeyman Electrician	\$59	88.50
Material Markup Rate, % (Note 2)	10%	10%
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)	\$0	\$0
Equipment Rates (Note 4)		
Service Truck with tools	Unit Cost \$3	Unit Per Hour
Bucket Truck	\$80	Per Hour

NOTES:

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



PUBLIC WORKS AGREEMENT 2016-PW-10

Project Name: 2016 On-Call Electrical Services for Miscellaneous Electrical Services of an Emergent Nature

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Seven Sisters Inc., 613 Sunset Park Drive, Sedro-Woolley, WA 98284**, (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: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in Invitation to Bid dated January 21, 2016.**

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

A. Definitions and Terms:

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

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

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

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina and Debbie Allen**, 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 **\$25,000.00**

B. Individual Task Orders issued by the Public Works Director 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 60.28.011.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2017**.

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: **Contractor shall provide electrical services to various City of Sedro-Woolley job sites as stated in the Invitation to Bid dated January 21, 2016.**

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 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, **Seven Sisters Inc.**

, Contractor

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

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.
4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.
5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the securities and monies held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any amounts which might be owing as provided for herein. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigations.
6. Should you at any time and for any reason desire to be relieved of your obligations as escrow or interest bearing account holder hereunder, you shall give written notice to the City and Contractor. The City and Contractor shall, within 20 days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within 20 days, you may return the subject matter hereof to the City and upon doing, it absolves you from all further charges and obligations in connection with this escrow or interest bearing account.
7. This agreement shall not be binding until executed by the Contractor and City and accepted by you.
8. This instrument contains the entire agreement between you, the Contractor and the City with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice if any default or any other matter, not bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip



CITY OF SEDRO-WOOLLEY
 2016 ON-CALL ELECTRICAL SERVICES
ONE DAY ELECTRICAL REPAIR PROJECT FOR BID COMPARISON

Contractor Name: Seven Sisters, Inc

ITEM	QUANTITY	UNIT	RATE	TOTAL
Journeyman Electrician (Note 1)	16.00	Hour	65.95	1055.20
Service Truck with Tools (Note 1)	16.00	Hour	7.50	120.00
Mobilization/Demobilization (Note 2)	1.00	LS		0
Materials (Note 3)	1.00	EST		500.00
Markup on Materials (Note 3)		%		50.00
SUBTOTAL				1725.20
WASHINGTON STATE SALES TAX AT 8.5%				146.64
TOTAL				1871.84

Markup Rate for Materials

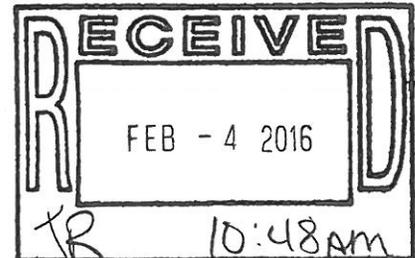
Journeyman Overtime Rate, Per Hour

10.0	%
\$ 91.70	/HR

NOTES:

1. Project assumes a two day repair during normal working hours of a miscellaneous electrical problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.
3. Contractor's markup rate to be applied to \$500 Material allowance for comparison purposes.

2016 On-Call Electrical Bids



2/21/2016

EXHIBIT A

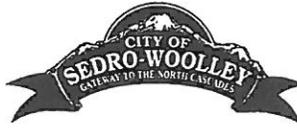
Seven Sisters, Inc
 613 Sunset Park Drive, Sedro Woolley, WA 98284
 Phone 360-856-0842

Item	Base Hourly rate	Overtime Hourly rate	Double Time Hourly rate
Labor Rates			
General Foreman	\$ 78.13	\$ 109.29	\$ 140.46
Foreman	\$ 71.75	\$ 100.08	\$ 128.41
Journeyman	\$ 65.95	\$ 91.70	\$ 117.46
Material Handler	\$ 49.24	\$ 70.09	
Project Manager/Estimator	\$ 101.87	\$ 143.28	
Material markup rate 10%			
Estimated mobilization/demobilization cost per unit to Sedro Woolley			
	0	0	0
Equipment Rate			
	Unit cost	Unit	
service truck with tools	\$ 7.50	per hour	
Rental Equipment markup rate 10%			

Notes:

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

 2016 ON-CALL CONSTRUCTION SERVICES FINAL - BID COMPARISON						
Bid Date: February 4, 2016, 2:00PM		P & P Excavating LLC			RAM Construction General Contractors Inc.	
By: Julie Rosario, PW Assistant		Bellingham, WA			Bellingham, WA	
TYPICAL ONE DAY DIG ¹	QUANT	UNIT	RATE	TOTAL	RATE	TOTAL
Foreman	8.00	Hours	70.00	560.00	84.40	675.20
Operator	8.00	Hours	70.00	560.00	81.90	655.20
Pipe Layer	16.00	Hours	65.00	1,040.00	66.08	1,057.28
Truck Driver	8.00	Hours	45.00	360.00	59.03	472.24
Flagger	16.00	Hours	50.00	800.00	55.26	884.16
Pickup with Tools	8.00	Hours	7.50	60.00	25.00	200.00
Service Truck with Tools	8.00	Hours	10.00	80.00	30.00	240.00
Air Compressor with Tools	8.00	Hours	15.00	120.00	10.00	80.00
Dump Truck	8.00	Hours	50.00	400.00	65.00	520.00
Excavator, 6-8 Ton (Deere 160LC or equiva	8.00	Hours	55.00	440.00	65.00	520.00
Hoe-Pac Excavator Attachment	8.00	Hours	30.00	240.00	15.00	120.00
Rubber Tire Loader	8.00	Hours	30.00	240.00	53.00	424.00
Jumping Jack Compactor	8.00	Hours	5.00	40.00	5.00	40.00
Trench Box	1.00	Day	75.00	75.00	100.00	100.00
2" Trash Pump w/Hoses	1.00	Day	5.00	5.00	50.00	50.00
Traffic Control Devices	1.00	Day	1.50	1.50	150.00	150.00
Materials (bid allowance)	1,000.00	LS		1,000.00		1,000.00
Markup on Materials at Contractor rate	1,000.00	%	0.15	150.00	0.15	150.00
Mobilization/Demobilization	1.00	LS	200.00	200.00	2,250.00	2,250.00
Subtotal				6,371.50		9,588.08
WSST at 8.5%				541.58		814.99
TOTAL				6,913.08		10,403.07
Markup Rate for Materials						
POSITION				LOW		1
NOTES						
1. Project assumes a one day repair of a sewer main at 10' depth in a city street with groundwater.						
2. Mobilization/Demobilization (Round Trip) - <u>One mobilization/demobilization will be paid per project/task order, unless agreed to otherwise.</u>						
Corrections made to calculations						Yes
MRSC						Yes



PUBLIC WORKS AGREEMENT 2016-PW-11

Project Name: On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **P & P Excavating LLC, 2499 E. Smith Road, Bellingham, WA 98226** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **On-Call Construction Services Agreement for miscellaneous construction services of an emergent nature as stated in Invitation to Bid dated January 21, 2016.**

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

A. Definitions and Terms:

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT

- A. The maximum payable hereunder is **\$35,000.00**
- B. Individual Task Orders issued by the Public Works Director 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 60.28.011.

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

- A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 28, 2017**.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: **Per Task Order as issued by the Public Works Director.**
- D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.
- E. Indemnification.
 - 1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.
 - 2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.
 - 3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c)

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

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

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

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

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

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

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

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

, Contractor

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

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip



CITY OF SEDRO-WOOLLEY
 2016 ON-CALL CONSTRUCTION SERVICES
 ONE DAY SEWER REPAIR PROJECT FOR BID COMPARISON

Contractor Name: P&P Excavating LLC.

ITEM	QUANTITY	UNIT	RATE	TOTAL
Foreman	8.00	Hour	70.00	560.00
Operator	8.00	Hour	70.00	560.00
Pipe Layer	16.00	Hour	65.00	1,040.00
Truck Driver	8.00	Hour	45.00	360.00
Flagger	16.00	Hour	50.00	800.00
Pickup with Tools	8.00	Hour	7.50	60.00
Service Truck with Tools	8.00	Hour	10.00	80.00
Air Compressor with Tools	8.00	Hour	15.00	120.00
Dump Truck	8.00	Hour	50.00	400.00
Excavator, 6-8 Ton (Deere 160LC or equivalent)	8.00	Hour	55.00	440.00
Hoe-Pac Excavator Attachment	8.00	Hour	30.00	240.00
Rubber Tire Loader	8.00	Hour	30.00	240.00
Jumping Jack Compactor	8.00	Hour	5.00	40.00
Trench Box	1.00	Day	75.00	75.00
2" Trash Pump w/Hoses	1.00	Day	5.00	5.00
Traffic Control Devices	1.00	Day	1.50	1.50
Materials (bid allowance)	1.00	LS		1,000.00
Markup on Materials at Contractor rate			15 %	150.00
Mobilization/Demobilization	1.00	LS	200.00	200.00
SUBTOTAL				6,371.50
WASHINGTON STATE SALES TAX AT 8.5%				541.58
TOTAL				6,913.08

Markup Rate for Materials

15 %

NOTES

1. Project assumes a one day repair of a sewer main at 10' depth in a city street with groundwater.
2. Mobilization/Demobilization (Round Trip) - **One mobilization/demobilization will be paid per project/task order, unless agreed to otherwise.**
3. Sub-contractor mark-up rate will be limited to 12%.

P&P Excavating LLC
 2499 E. Smith Rd. Bellingham WA 98226

EXHIBIT A

Office: 360-592-5374
 Fax: 360-592-5375
 Email: Tpullar@aol.com

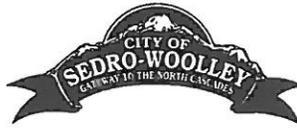
**City of Sedro Woolley OnCall Construction
 Services Labor and Equipment Rate Sheet for P&P
 Excavating LLC**

ITEM	Base Hourly Rate (1)	Overtime Hourly Rate
Labor Rates		
Superintendent/ Supervisor	\$70.00	\$105.00
Foreman	\$70.00	\$105.00
Operator	\$70.00	\$105.00
Pipe Layer	\$65.00	\$97.50
Laborer Foreman	\$65.00	\$97.50
General Laborer	\$65.00	\$97.50
Dump Truck/ LoBed Driver	\$45.00	\$67.50
Flagger/T.C.S	\$55.00	\$82.50
Flagger	\$50.00	\$75.00
Material Mark Up Rate, 15%	15%	15%
Estimated Mobilization/Demobilization Cost Per Unit Each Way	LS \$100.00	LS \$100.00
Equipment Rates		
	Equip Unit Cost	Equip. Per Hour Rate
3/4TN Pick Up with Tools (2HR Minimum)	\$7.50	\$7.50
ITN Service Truck with Tools (2HR Minimum)	\$10.00	\$10.00
Lo Bed with Trailer	\$65.00	\$65.00
Transfer Truck and Trailer (33.STN Pay Load)	\$65.00	\$65.00
Transfer Truck- Solo (15.STN Pay Load)	\$50.00	\$50.00
7 Axel Truck With Trailer (30.STN Payload)	\$60.00	\$60.00
4 Axel End Dump -Solo (12CY)	\$50.00	\$50.00
End Dump (5CY)	\$45.00	\$45.00
Marooka Rubber Track End Dump (5CY)	\$50.00	\$50.00
KL 64 Side Dump (30TN Pay Load)	\$65.00	\$65.00
Hitachi 200 Excavator	\$55.00	\$55.00
Hitachi 200 Excavator with Misc Hydraulic Attachments	\$60.00	\$60.00
kobelco SK 100 with Slide/Extended Boom	\$30.00	\$30.00
Kobelco SK 115	\$30.00	\$30.00
Cat 315 Excavator	\$50.00	\$50.00
Cat 315 Excavator with Hydraulic Clam Shell Attachment	\$65.00	\$65.00
Cat 303 Mini Excavator	\$25.00	\$25.00
Cat 304 Mini Excavator	\$25.00	\$25.00
Cat 305.5 Mini Excavator	\$30.00	\$30.00
Cat 305.5 Mini Excavator with Brush Mower	\$35.00	\$35.00
Cat 420D 4x4 Back Hoe	\$20.00	\$20.00
Cat 420D 4x4 Back Hoe with Hoe Pack	\$30.00	\$30.00
Cat 930 Front End Loader	\$30.00	\$30.00
Cat D-3 Dozer	\$25.00	\$25.00
Cat D-6 Dozer	\$65.00	\$65.00
Cat 279 ASV	\$25.00	\$25.00
Cat 279 ASV with Misc Hydraulic Attachments	\$30.00	\$30.00

Cat 279 ASV with Street Sweeper Attachment	\$30.00	\$30.00
Vac-Star Hdyro Vac 1000 Gallon Trailer	\$65.00	\$65.00
Air Compressor with Tools	\$15.00	\$15.00
Cat CS-423 Roller	\$15.00	\$15.00
Case DV 202 Double Drum Roller	\$15.00	\$15.00
Bomag Walk Behind Double Drum Roller	\$10.00	\$10.00
Plate Compactor	\$5.00	\$5.00

Day Rate Equipment Prices

	Day Rate/Each	Day Rate /Each
Tow Behind Air Compressor with Hoses & Misc Attachments	\$15.00	\$15.00
Jumping Jack Compactor	\$5.00	\$5.00
2" Trash Pump	\$5.00	\$5.00
Day Rate Equipment Prices		
Asphalt Saw (Walk Behind)	\$120.00	\$120.00
Trench Shoring Box (EACH)	\$75.00	\$75.00
Manhole Shoring Box (EACH)	\$60.00	\$60.00
Steel Crossing Plates (Each)	\$15.00	\$15.00
Speed Shoreing (EACH)	\$8.50	\$8.50
Traffic Control Signnage (Work Ahead, Road Closed, Etc.)	\$1.50	\$1.50
Light Plant with 4 Lights	\$200.00	\$200.00



PUBLIC WORKS AGREEMENT 2016-PW-12

Project Name: On-Call Construction Services Agreement

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **RAM Construction General Contractors Inc., 4290 Pacific Hwy, Bellingham, WA 98226** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **On-Call Construction Services Agreement for miscellaneous construction services of an emergent nature as stated in Invitation to Bid dated January 21, 2016.**

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

A. Definitions and Terms:

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT

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

B. Individual Task Orders issued by the Public Works Director 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 60.28.011.

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

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **February 28, 2017**.

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

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

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

E. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

, Contractor

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

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

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

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

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

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

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

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

Designate below the type of investment selected:

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

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

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

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

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

Bank or Trust Company

By: _____

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip



CITY OF SEDRO-WOOLLEY
 2016 ON-CALL CONSTRUCTION SERVICES
 ONE DAY SEWER REPAIR PROJECT FOR BID COMPARISON

Contractor Name: Ram Construction General Contractors Inc.

ITEM	QUANTITY	UNIT	RATE	TOTAL
Foreman	8.00	Hour	84.40	675.20
Operator	8.00	Hour	81.90	655.20
Pipe Layer	16.00	Hour	66.08	1,057.28
Truck Driver	8.00	Hour	59.03	472.24
Flagger	16.00	Hour	55.26	884.16
Pickup with Tools	8.00	Hour	25.00	200.00
Service Truck with Tools	8.00	Hour	30.00	240.00
Air Compressor with Tools	8.00	Hour	10.00	80.00
Dump Truck	8.00	Hour	66.00	520.00
Excavator, 6-8 Ton (Deere 160LC or equivalent)	8.00	Hour	65.00	520.00
Hoe-Pac Excavator Attachment	8.00	Hour	15.00	120.00
Rubber Tire Loader	8.00	Hour	53.00	424.00
Jumping Jack Compactor	8.00	Hour	5.00	40.00
Trench Box	1.00	Day	100.00	100.00
2" Trash Pump w/Hoses	1.00	Day	50.00	50.00
Traffic Control Devices	1.00	Day	150.00	150.00
Materials (bid allowance)	1.00	LS		1,000.00
Markup on Materials at Contractor rate			15 %	150.00
Mobilization/Demobilization	1.00	LS	2,250.00	2,250.00
SUBTOTAL				9,588.16
WASHINGTON STATE SALES TAX AT 8.5%				814.99
TOTAL				10,403.15

655.20

9588.0
10,403.1

Markup Rate for Materials

15 %

NOTES

1. Project assumes a one day repair of a sewer main at 10' depth in a city street with groundwater.
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per project/task order, unless agreed to otherwise.
3. Sub-contractor mark-up rate will be limited to 12%.

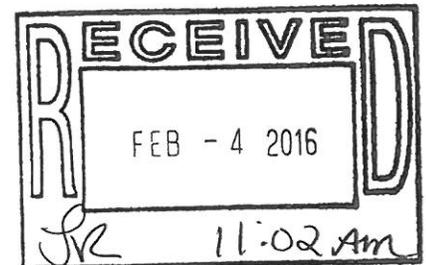


EXHIBIT A



CITY OF SEDRO-WOOLLEY
 2016 ON-CALL CONSTRUCTION SERVICES
LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: *Ram Construction General Contractors Inc.*

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
Labor Rates (Note 1)		
Superintendent/Supervisor	88.00	122.44
Foreman	84.40	115.83
Operator	81.91	113.58
Pipe Layer	66.08	92.08
Laborer Foreman	67.15	93.69
General Laborer	64.89	90.50
Dumptruck/Lowboy Driver	59.03	81.07
Flagger/TCS	59.05	82.29
Flagger	55.26	76.61
Material Markup Rate, % (Note 2)		
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley (Note 3)		
Equipment Rates (Note 4)		
	Unit Cost	Unit
3/4 Ton Pickup with tools	25.00	Per Hour
1 Ton Service Truck with tools	30.00	Per Hour
Air Compressor with tools	10.00	Per Hour
Rubber Tire Backhoe, 80-99 HP (Deere 310SE or equivalent)	38.00	Per Hour
Mini Excavator	30.00	Per Hour
Excavator, 6-8 Ton (Deere 160LC or equivalent)	65.00	Per Hour
Excavator, 6-8 Ton (Deere 190E or equivalent)	65.00	Per Hour
Excavator, 8.1-12 Ton (Deere 290D or equivalent)	95.00	Per Hour
Cat 936-950 Rubber Tire Wheel Loader (or equivalent)	53.00	Per Hour
Cat D4 Dozer (or equivalent)	65.00	Per Hour
Double Drum Vibratory Roller Compactor	32.00	Per Hour
Jumping Jack Compactor	5.00	Per Hour
Plate Compactor	5.00	Per Hour
Hoe-Pac Backhoe or excavator attachment	15.00	Per Hour
2" Trash Pump w/ suction & discharge hose	6.25	Per Hour
Equipment Truck/Lowboy Trailer	135.00	Per Hour
7 CY Dump Truck 2 Axle Solo	110.00	Per Hour
10 CY Dump Truck 3 Axle w/Trailer	150.00	Per Hour
Hydraulic Boom Truck	NA	Per Hour
Sweeper	150.00	Per Hour
Trench Shoring Box	100.00	Per Day
Manhole Shoring Box	100.00	Per Day
Speed Shores	100.00	Per Day
Steel Crossing Plate	25.00	Per Day
Traffic Control Equipment (Work Ahead, Detour, etc)	150.00	Per Day
Asphalt Saw, walk behind	150.00	Per Day

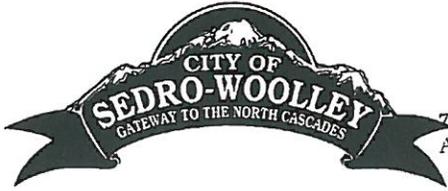
NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per project/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. Sub-contractor mark-up rate will be limited to 12%.

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

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



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9924
Fax (360) 855-9923

Bill Chambers
IT Director

MEMO TO: City Council
FROM: Bill Chambers
RE: Revize Web Services Sales Agreement: Recommendation
DATE: February 10, 2016

ISSUE: Should the Council authorize the City Supervisor to accept terms of the Revize Web Services Sales Agreement?

BACKGROUND: The City currently has a website that is functional at best but not very appealing, and does not have the latest social network and self-serve features that our citizens expect.

We have an opportunity to have the website redesigned and deployed using the Revize web content management system. This is a hosting/management system used by many public sector organizations, including the Washington cities of Anacortes (<http://www.cityofanacortes.org>) and Langley (<http://www.langleywa.org>). The five-year agreement includes annual maintenance/support and hosting, website design and development, content migration and training, plus a complimentary redesign at the beginning of the fifth year.

Once implemented, our website will include many features to enhance communication with and engage our citizens. Up to five designated City staff will be able to manage content on the website, which should result in more frequent updates of photos, stories and announcements. See the attached agreement for more details.

RECOMMENDATION: Motion to authorize the City Supervisor to accept the attached terms of the Revize Web Services Sales Agreement, for planning, developing and deploying a new City website and content management system.

Web Services Sales Agreement

This Sales Agreement is between The City of Sedro-Woolley, Washington ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 01-29-16

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>The City of Sedro-Woolley, Washington</u>	Revize Software Systems
Company Address:	<u>325 Metcalf Street</u>	1890 Crooks, Suite 340
	_____	Troy, MI 48084
Company City/State/Zip:	<u>Sedro-Woolley, WA 98284</u>	
Contact Name	<u>Bill Chambers</u>	<u>bchambers@ci.sedro-woolley.wa.us</u>
Billing Dept. Contact		<u>360-855-9924</u>

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$ 500.00
1	Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee:	\$ 1,200.00
1	Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee:	\$ 2,150.00
1	Phase 5 – QA Testing, onetime fee:	\$ 800.00
1	Phase 6 – Site Map Development and Content Migration up to 100 pages & 250 docs:	\$ 1,115.00
1	Phase 7 – Content Editing/Administrator Training, one full-day session, onetime fee:	\$ 600.00
1	Phase 8 – Go Live, onetime fee:	\$ 200.00
1	Phase 9 – Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee: Up to 5 Users, up to Unlimited website storage	\$ 1,900.00

Grand Total: **\$ 8,465.00**

Five year agreement with a complimentary redesign at the beginning of the fifth year. Revize requires a check for \$1,900 to start this Initiative. Revize Annual Services start the day of the kick off meeting. Credit Cards accepted with 3% handling fee.

The Revize Client-First Annual Payment Plan:

First Year: \$1,900 – Due now
 First Year: \$2,188 – Due after Training (Phase 7)
 Second Year: \$4,088
 Third Year: \$4,089
 Fourth Year: \$1,900
 Fifth Year: \$1,900

Terms:

1. **Payments:**
 - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
2. This Sales Agreement is the only legal document governing this sale.
3. If additional "as is" content migration is required it will be done for \$3 per web page or document.
4. Both parties must agree in writing to any changes or additions to this Sales Agreement.
5. This Sales Agreement is subject to the laws of the States of Michigan and Washington
6. Pricing expires in 30 days.

AGREED TO BY:

Signature of Authorized Person: _____

Name of Authorized Person: _____

Title of Authorized Person _____

Date: _____

CLIENT

REVIZE

Ryan Rossi

Account Manager 616-204-8897

Please sign and return to: Ryan Rossi at Fax # 866-346-8880

The Following Applications & Features will be integrated into Your Website Project

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- ▶ **Citizen's Communication Center Apps**
- ▶ **Citizen's Engagement Center Apps**
- ▶ **Staff Productivity Apps**
- ▶ **Site Administration and Security Features**
- ▶ **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Emergency Alert Center w/Text Alerts
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ Personal Social Media Sharing App
- ✓ Sliding Feature Bar
- ✓ Language Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ RSS Feed

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMINISTRATION AND SECURITY FEATURES:

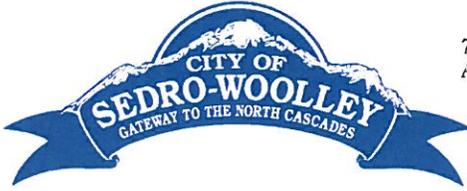
- ✓ Audit Trail
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016



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) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
RE: Proposed resolution declaring certain items surplus
DATE: February 3, 2016

ISSUE: Should the Council approve the attached resolution declaring a list of controlled property and authorizing the Mayor to sell/dispose of them?

BACKGROUND: All items on this list are no longer needed by the City and have been replaced as required.

RECOMMENDATION: Motion to approve the resolution.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN
PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

Section 1. The City Council does hereby declare the following to be surplus:

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1	NONE	DQ5EE001082	PANASONIC	DMR-EH50	DVD RECORDER
2	NONE	258100	LOUROE ELECTRONICS	AP-2	2-ZONE AUDIO MONITOR
3	NONE	4047632075	DENON	DRW-585	DUAL CASSETTE DECK
4	NONE	12550190	SENSORMATIC	RV-2424	TIME LAPSE VCR
5	NONE	602671-063	ROBOT RESEARCH	MV99E	COLOR MULTIVISION PLUS PROCESSOR
6	NONE	2249945	SONY	HANDYCAM DCR-DVD105	DIGITAL VIDEO CAMERA
7	NONE	439507	SONY	HANDYCAM DCR-HC36	DIGITAL VIDEO CAMERA
8	NONE	CNG1D46827	HP	LASERJET 1160	LASER PRINTER
9	3283	V250LB4ZA495	HP COMPAQ	EVO	MINITOWER COMPUTER
10	3304	W249KN8ZB391	HP COMPAQ	EVO	MINITOWER COMPUTER
11	2832	0028187568	GATEWAY	ATXAEGLX2 E6000	TOWER COMPUTER
12	2664	FU1726B-A030600217	ADVUEU	PV-1710	LCD DISPLAY
13	2666	FU1715B-A030600064	ADVEUE	PV-1710	LCD DISPLAY
14	2867	S23F512952	MICROTEK	C593	LCD DISPLAY
15	NONE	P37043906684	VIEWSONIC	VS10047	LCD DISPLAY
16	NONE	US40500160	HP	27289A	NETWORK ROUTER
17	1578	000956323 48900	MOTOROLA	CODEX 3500	DSU/CSU
18	2902	HAQ0A35G02243	ADVUEU	EDV17C	LCD DISPLAY
19	2670	FU1726B-A030600921	ADVUEU	PV-1710	LCD DISPLAY
20	2874	HAQ0A35G02240	ADVUEU	E217C	LCD DISPLAY
21	3047	AS0623341834	APC	SMART-UPS 750	UPS
22	NONE	JB0801001024	ATIVA	AT-BU1200	UPS
23	NONE	27NE02943	KONICA MINOLTA	BIZHUB 7235	MULTIFUNCTION COPIER
24	NONE	83756RBL843501/XAA	SAMSUNG	DVD-V5650	VCR & DVD PLAYER
25	3040	WDGF2300025	WELDEX	WDL-1700	LCD DISPLAY
26	NONE	9LHDV51	DELL	LATITUDE 100L	LAPTOP COMPUTER
27	3373	CNU5500YGG	HP COMPAQ	NW8240	LAPTOP COMPUTER
28	3149	VNB4B03765	HP	LASERJET P1006	LASERJET PRINTER
29	3072	NONE	CORSAIR	CUSTOM	MINITOWER COMPUTER
30	2877	NONE	INTEK	CAPRICORN	TOWER COMPUTER

Section 2. The Mayor is directed to sell, recycle or otherwise dispose of the surplus property in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th day of February, 2016

Keith Wagoner, Mayor

Attest:

Patsy Nelson, Finance Director

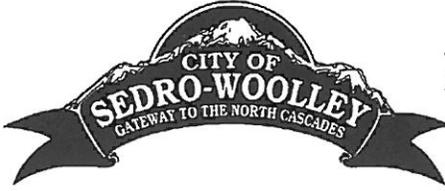
Approved as to form:

Eron Berg, City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

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) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal with UGH for shared space/wellness programs
DATE: February 10, 2016

ISSUE: Should the Council approve the attached interlocal agreement with UGH for shared space and wellness programs?

BACKGROUND: Both the hospital and the city have wellness programs and have collaborated in the past. This proposed interlocal agreement would allow the hospital to use city facilities (community center and Riverfront Park) for wellness events and would allow the city to use the hospital's wellness staff for city wellness events. This is similar to an agreement the city has with the Sedro-Woolley School District for shared space which has worked very well.

RECOMMENDATION: Motion to approve the interlocal agreement between the city and United General 304 for shared space and wellness programming.

INTERLOCAL AGREEMENT BETWEEN CITY OF SEDRO-WOOLLEY AND UNITED GENERAL DISTRICT NO. 304

This Agreement is entered into between the City of Sedro-Woolley (City) and the Skagit County Public Hospital District No. 304 (District) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

I. PURPOSE

The purpose of this Agreement is to provide shared use of facilities and resources for wellness programs (wellness classes) on an as-needed and as-approved basis between the parties for the benefit of the citizens of the City of Sedro-Woolley and the Skagit County Public Hospital District No. 304.

II. SERVICES

The City maintains facilities that are available for use by the general public for a fee, including, for example, public parks, park shelters, the Community Center, the amphitheater, and other facilities. The District owns and operates various wellness programs including staffing with specific expertise and facilities to support wellness. The parties agree to share use of spaces and wellness resources on an as-needed, as-available basis subject to the approval and conditions in this Agreement. Such request for use of District wellness resources shall be made to the District's Superintendent or designee by the Mayor of Sedro-Woolley or his designee. Such request for use of City facilities shall be made to the Mayor of Sedro-Woolley or his designee by the District's Superintendent or designee.

III. COMPENSATION

Compensation is in the form of exchange; therefore, no compensation shall be paid by either party for use of the other party's facilities.

A. COST RECOVERY

Both parties reserve the right to establish charges for actual cost recovery. Cost recovery charges include but are not limited to utilities, cleaning fees, etc.

IV. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their officials, officers, agents, or employees to the fullest extent required by law. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY
AND THE SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT No. 304

arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under this Agreement. It is further provided that no liability shall attach to either the City or the District by reason of entering into this Agreement except as expressly provided herein.

If such claims are caused by or result from the concurrent negligence of the City, or its agents, employees, and/or officers, and the District, or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

V. AMENDMENT

The parties may mutually waive, amend, or modify parts of this Agreement this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

VI. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Skagit.

VII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

VIII. INTEGRATION CLAUSE

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

IX. TERM AND TERMINATION

The term of this agreement shall be from the date hereof, and shall extend until terminated. Any party hereto may terminate this Agreement upon at least thirty (30) days advance written notice to the other parties.

A. ANNUAL CONSULTATION

The parties agree to review the operation of this Agreement annually or as needed.

X. PROPERTY AND EQUIPMENT

No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner:

The parties will each individually appoint one member to a dispute board. The dispute board will evaluate the dispute and make a determination of the dispute. The determination of the dispute board will be final and binding on the parties hereto.

XII. FILING

This Agreement will be filed with the City and the District.

XIII. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Attn: City Supervisor

To United General District 304
2241 Hospital Drive
Sedro-Woolley, WA 98284
Attn: Superintendent

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND THE SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT No. 304

certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

XIV. EFFECTIVE DATE

This Agreement will take effect when executed by the parties.

Dated this ____ day of _____, 2016.

CITY OF SEDRO-WOOLLEY

**SKAGIT COUNTY PUBLIC HOSPITAL
DISTRICT NO. 304**

MAYOR KEITH L. WAGONER

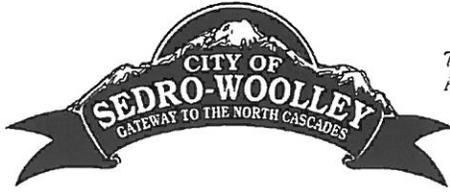
Ted Brockmann, SUPERINTENDENT

APPROVED AS TO FORM:

ERON BERG, City Attorney
City of Sedro-Woolley

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016



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

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Interlocal with Skagit County for Jameson ROW
DATE: February 10, 2016

ISSUE: Should the Council approve the attached interlocal agreement with Skagit County which provides a temporary construction easement necessary for the Jameson/SR 9 project?

BACKGROUND: The city has all right of way needed to begin the Jameson/SR 9 except the temporary construction easement needed to add a small amount of fill on the County's parcel (fill is used to match the grade of the new roadway) and to match grades on to Rhodes Road outside of the city's limits. Attached is the interlocal, temporary construction easement and donation letter needed to move forward with the right-of-way certification for the project.

RECOMMENDATION: Motion to approve the interlocal agreement between the city and Skagit County for a temporary construction easement on county property needed for the construction of the Jameson/SR 9 project.

After Recording Return to:

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

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

City of Sedro-Woolley

AND

Skagit County

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

1. **PURPOSE:** In accordance with the terms of this Agreement, the City will perform work within County right-of-way known as Rhodes Road (County Road Number: 62300) in the vicinity of State Route 9 and also at a County owned property commonly described as Skagit County Assessor Parcel Number P37594 (collectively herein the "Project Property"). The "Jameson Arterial Extension to SR-9" project includes the removal and realignment of a section of Rhodes Road to a new roundabout at the intersection of State Route 9 and an extension of Jameson Street (referred to herein as the "Project"). The Project will replace an existing offset uncontrolled intersection on SR-9 at Rhodes Road and Nelson Street with a safer intersection that provides a more direct route to Sedro Woolley and serve as an alternative route to State Route 20. The parties agree that the Project shall not involve any excavation, digging, or subsurface work at the portion of the Project Property commonly described as Skagit County Assessor Parcel Number P37594, and that work at such location by the City shall primarily be limited to the placement of approximately eighteen inches (18") of clean fill material. Aside from this Agreement, the County has no involvement in the Project, and the Project is to be designed, constructed, implemented, used, operated, maintained, and managed by the City as a project of the City (without further involvement from the County), at the sole cost, expense, and liability of the City. While the County has no

formal involvement in the Project (except as may be expressly provided by the terms of this Agreement), the County does (in concept) generally support the goals and purposes of the Project as laudable public purposes, with public benefit for the Skagit County community as a whole. As such, subject to the terms of this Agreement, and in recognition of the public benefit to be received by the overall Skagit County community as a result of the Project, the County desires to contribute to the Project, pursuant to and subject to the terms of this Agreement. The parties agree that the mutual benefit provided by the terms of this Agreement are adequate consideration for this Agreement.

2. RESPONSIBILITIES: The parties to this Agreement mutually agree as follows:

2.1 City shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.1.1 The City shall, at its own cost, expense, and liability, perform all Project work, including Project management, design, construction, implementation, and other work associated with the performance of the Project.

2.1.2 All Project work performed by the City pursuant to this Agreement located outside of the City shall be performed in accordance with permit(s) issued by the County, in compliance with the County Utility Policy and County Road Standards, together with all applicable federal laws and regulations, and the laws and regulations of the State of Washington, the provisions of any applicable County codes, ordinances, regulations, standards and procedures.

2.1.3 The City shall restore the surface of the County roadways (specifically including Rhodes Road) and the Project Property that are disturbed or damaged by the Project to at least the same (or better) condition as existed immediately prior to any such work. The County (at the County's sole judgment and discretion) shall have final approval as to the condition of the County's roadways and the Project Property after completion of the Project (in accordance with applicable County codes, ordinances, regulations, standards, policies, and procedures as now exist or as may be hereafter amended or superseded). All survey monuments which are disturbed or displaced by the City in its performance of any Project work shall be referenced and restored by the City in accordance with applicable laws, rules, and regulations (including, but not limited to WAC 332-120).

2.2 The County shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.2.1 Unless specifically stated to the contrary in this Agreement, the County is not obligated to pay or provide any funds to the City or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

2.2.2 The County may at any time perform (or have performed) any and all work that it considers necessary to repair and/or restore to a safe condition any area within

any County roadway(s) and Project Property which are damaged or disturbed by the Project. In the event that the County performs (or has performed) any such repair and/or restoration work to any County roadway(s) and Project Property, the City shall fully reimburse the County for all actual costs of such work incurred by the County (upon demand of the County, as further provided in Section 4., below).

2.2.3 The County makes no representations or warranties of any kind or of any nature regarding the Project and/or of the condition of Rhodes Road, the Project Property, and/or other County right-of-way at or in the vicinity of the Project, and the County disclaims any interest or involvement in the Project. The Project is not a County project. The parties agree that the County is not responsible or liable for the design, construction, project management, implementation, maintenance and/or use of the Project in any way.

2.2.4 Concurrent with or immediately subsequent to the mutual execution of this Agreement, the County shall provide the City with a temporary construction easement for the portion of the Project (as described per this Agreement) located on the portion of the Project Property commonly described as Skagit County Assessor Parcel Number P37594, the substantial form of which is attached hereto as Exhibit "A" and is hereby incorporated by reference. The parties agree that but for the terms of this Agreement the County would not have provided the Temporary Construction Easement, and that the terms of this Agreement are sufficient consideration for the Temporary Construction Easement.

3. TERM OF AGREEMENT: The term of this Agreement shall be from the date of mutual execution, and shall continue until completion of the Project, or until December 31, 2020 (whichever occurs sooner), unless otherwise terminated earlier pursuant to the terms herein.

4. MANNER OF FINANCING: The County is not obligated to pay or provide any funds to the City for the Project pursuant to the terms of this Agreement. The City shall be solely and separately responsible and liable for funding the Project.

4.1 In the event that the County performs (or contracts to have performed) work that the County considers necessary (at the sole judgment and discretion of the County) pursuant to Section 2.2.2 of this Agreement (to repair and/or restore to a safe condition any area within any County roadway(s) and/or the Project Property which are damaged or disturbed by the Project), the County shall be reimbursed by the City for the actual costs and expenses incurred by the County for any such repair and/or restoration work (including, but not limited to, labor, materials, supplies, use of County equipment, and County staff time); and, in addition thereto, nine percent (9%) of the total actual costs and expenses incurred by the County shall be added for overhead costs for accounting, billing, and administrative services, provided that the County shall submit to the City a certified statement of the costs, and within thirty (30) days thereafter, City shall pay to the County the amount of said statement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be:

Skagit County Engineer, or their designee
1800 Continental Place
Mount Vernon, WA 98273
Phone: (360) 416-1400

5.2 The City's representative shall be:

Sedro Woolley Public Works Director, or their designee
325 Metcalf Street
Sedro Woolley, WA 98284
Phone: (360) 855-0771

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. While the County shall continue to be responsible for the maintenance of County roads (and County right of way) after completion of the Project, the County shall not be responsible for or liable for the construction, project management, use, operation, maintenance, repair, and/or replacement of the Project pursuant to the terms of this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owners and residents at or in the vicinity of the Project, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. USE OF DOCUMENTS AND MATERIALS PRODUCED: Unless privileged or otherwise exempt from public disclosure, the County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or

subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

10. INDEMNIFICATION: Except as provided to the contrary herein, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or the City by reason of entering into this contract except as expressly provided herein.

11. LIMITATION OF LIABILITY. Any party having a claim against the City, however arising, shall have recourse only to the extent of assets and property of the City, and shall have no recourse against the County, its appointed or elected officers, employees, volunteers or its/their assets or credits.

12. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by subsequent written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

14. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

15. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

17. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. As necessary, the City (at the City's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work on the Project, and individually the City shall be solely and separately responsible and liable for compliance with all terms and conditions of any permit(s) and/or grant(s) obtained or procured in such party's name. To the maximum extent allowed by law, the City shall defend, indemnify, and hold the County harmless from any liability arising from and/or related to non-compliance with any permit(s), approval(s), and/or grant(s) for the Project.

18. ASSIGNMENT AND SUBCONTRACTING: The parties recognize and agree that the City may hire consultant(s), contractor(s), and/or subcontractor(s) to assist with the implementation of the Project by the City. Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity without the express and prior written approval of the County. The City shall be responsible and liable for the performance and completion of any Project work which is agreed to by the County to be assigned, contracted, and/or subcontracted pursuant to the terms herein.

19. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

20. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

21. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

22. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter

DATED this ____ day of _____, 2016.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest: _____
Kenneth A. Dahlstedt, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended: _____
County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT.

<SKAGIT COUNTY LETTERHEAD>

February 4, 2016

City of Sedro-Woolley
325 Metcalf St
Sedro Woolley, WA 98284

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

RE: City of Sedro-Woolley
Jameson Arterial Extension to SR9 Project
Tax Parcel No. 350425-0-007-0108 (P37594) / Skagit County

Dear Mr. Freiburger:

Our contribution of the following described property, to the City of Sedro-Woolley, a Municipal Corporation of the State of Washington, for highway/transportation purposes is made voluntarily and with full knowledge of our entitlement to receive just compensation therefor. We hereby release the City of Sedro-Woolley from its obligation to obtain an appraisal for the acquisition of the property.

1. P37594; 2,214 square feet, more or less, for a temporary construction easement.

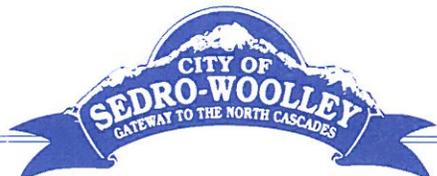
Sincerely,

Skagit County

(Responsible official title)

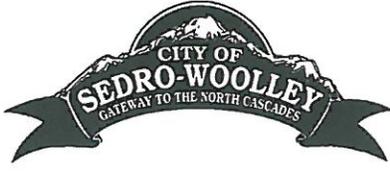
FEB 10 2016

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

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

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

MEMO:

To: Sedro-Woolley City Council
Mayor Wagoner

**2ND READING
OLD BUSINESS**

From: John Coleman, AICP 
Planning Director

Date: February 10, 2016

Subject: Resolution on Proposed UGA Expansion (**2nd Read**)

ISSUES

Should the City Council pass a Resolution supporting the Planning Commission's recommended UGA expansion and forward the recommended UGA amendments to Skagit County?

PROJECT DESCRIPTION / HISTORY

The City's Comprehensive Plan must be updated by June 30, 2016. The Planning Commission has been working on updates to the entire Comprehensive Plan as part of the 2015 Docket.

One part of the required updates to the Comprehensive Plan is a review of the existing UGA size. The Planning Commission has studied the existing UGA size and compared it to the amount of projected growth over the next 20 years. After substantial review and a vigorous public review process (see attached Finding of Fact and Recommendation for details), the Planning Commission made the following recommendation:

File #CPA-1-15 (portion of the 2016 Comprehensive Plan update) – Proposed Expansion of the UGA to include 155.8 acres north of city limits.

Planning Commission recommendation: City Council **support** the proposed addition of approximately 149.3 acres of residential and 6.5 acres of commercial land north of city limits to the City's UGA and further support the addition of that proposal to the City's existing UGA modification application (file PL#13-0229) with Skagit County Planning and Development Services. The new proposal is depicted in Attachment A of the *Planning Commission's Findings of Fact, Conclusions and Recommendations*.

Passage of this Resolution by Council does not directly enact the proposed UGA expansion; only the County Commissioners may expand a city's UGA. The Resolution shows the Council's support for the UGA expansion and requests that the Skagit County Board of Commissioners expand the City's UGA boundaries - based on the City's need to accommodate the projected 20-year population and employment growth projections adopted in the Countywide-Planning Policies.

Also, this is only one step in completing the 2016 Comprehensive Plan Update. The remaining updates to the Comprehensive Plan will be completed by the Planning Commission in the upcoming months and forwarded to the City Council for review in May 2016.

EXHIBITS

Exhibit 1 – Resolution _____-16 to show City Council support for the UGA expansion recommended by the Planning Commission and directing staff to forward the proposed UGA amendment to Skagit County.

Exhibit 2 – Planning Commission's *Findings of Fact, Conclusions and Recommendations* including a proposed expansion of the Sedro-Woolley UGA.

CITY COUNCIL ACTION OPTIONS

For each of the docket items, the City Council must decide whether the amendment should be approved, approved with modifications, or rejected. Specifically, the Council may:

1. Adopt the resolution supporting the expansion of the UGA as recommended by the Planning Commission.
2. Refer the documents back to the Planning Commission for further review and modification of their recommendation.
3. Adopt the resolution with additional changes made by the City Council.
4. Reject the proposed changes.

RECOMMENDATION

Make a motion to adopt Resolution _____-16 to show City Council support for the proposed UGA expansion recommended by the Planning Commission, and directing staff to forward the proposed amendment to Skagit County.

Exhibit 1

Resolution ____-16 to show City Council support for the UGA expansion recommended by the Planning Commission and directing staff to forward the proposed amendment to Skagit County

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY SUPPORTING THE EXPANSION OF THE SEDRO-WOOLLEY URBAN GROWTH AREA TO INCLUDE CERTAIN PARCELS NORTH OF CITY LIMITS AND DIRECTING STAFF TO FORWARD PROPOSED AMENDMENTS TO SKAGIT COUNTY

WHEREAS, the Growth Management Act (GMA) of Washington State requires cities to have urban growth areas (UGAs) sized large enough to accommodate 20 years of projected growth between 2016 and 2036; and

WHEREAS, Skagit County Planning & Development Services, in coordination with the cities and towns in the county, recommended preliminary 20-year population and employment projections for the jurisdictions in the County, including the City of Sedro-Woolley; and

WHEREAS, the Skagit Council of Governments (SCOG) GMA Steering Committee recommended that the Skagit County Board of Commissioners consider amending the Countywide-Planning Policies to include the updated 20-year population and employment projections; and

WHEREAS, the recommended updated 20-year population and employment projections show that Sedro-Woolley is projected to increase by 4,555 residents and 4,427 jobs for a projected total of 17,069 residents and 9,179 jobs by 2036; and

WHEREAS, the city performed a Buildable Land & Land Capacity Analysis Report (Buildable Lands Report) to determine how much residential, commercial, industrial and open space land is available within the existing UGA and to determine if the existing land inventory can accommodate the 20-year growth projection; and

WHEREAS, the Buildable Lands Report shows that there is not enough residential, commercial, or industrial land available in the Sedro-Woolley UGA to accommodate the projected 20-year residential and commercial/industrial growth and further found that 35 acres in a portion of the city's eastern UGA cannot be readily developed because of a lack of proximity to urban services; and

WHEREAS, the Sedro-Woolley Planning Commission held three public meetings, two open houses, one public work session and three public hearings as part of the 2015 Comprehensive Plan Update to receive public input about the best path forward to accommodate the 20-year growth projections and recommends:

- rezoning one approximately 21.6-acre parcel in city limits from Residential 7 designation to Mixed Commercial and adding approximately 6.5 acres of Mixed Commercial designation to the UGA (outside city limits) to accommodate the projected jobs growth; and

- adding approximately 106.5 acres of Residential 5 designation and 42.8 acres of a new “Residential 1 Environmentally Sensitive” zoning designation to accommodate the projected residential growth and the growth that cannot be accommodated with urban services in the 35 acres within the eastern portion of the existing UGA; and

WHEREAS, the proposed UGA expansion is proposed to be located northward of existing city limits due to farmland and floodplain constraints to the east, west and south of the City; and

WHEREAS, the Skagit County Board of Commissioners designates UGA boundaries based on the need demonstrated by the local jurisdictions and the projected 20-year population and employment growth projections adopted in the Countywide-Planning Policies; and

WHEREAS, the City of Sedro-Woolley has an existing application (file #PL13-0229) with Skagit County Planning and Development Services for a UGA expansion that includes adding city-owned property into the UGA for open space and public uses; and

WHEREAS, the proposed UGA expansion has been demonstrated to be necessary by the Buildable Lands Report, is based on the methodology defined in the Buildable Lands Report and Skagit County Code, meets the requirements of the Skagit County Code and Washington State GMA, and the complete proposal has been reviewed at a public hearing on December 15, 2015 and; and

WHEREAS, the Planning Commission, based on their findings and testimonies received, recommend that the City Council pass a resolution in support of the proposed UGA expansion and further recommends adding the proposed expansion - approximately 149.3 acres of residential and 6.5 acres of commercial land north of city limits as depicted in Attachment A of the Planning Commission's *Findings of Fact, Conclusions and Recommendations* - to the City’s existing UGA modification application with Skagit County; and

WHEREAS, the City Council finds that an expansion of the urban growth area is in the best interest of the citizens of Sedro-Woolley and meets the requirements of the Skagit County Code, Countywide Planning Policies and GMA; and

WHEREAS, by passage of this Resolution, the City Council does not enact the proposed UGA expansion, but requests that the Skagit County Board of Commissioners expand the City’s UGA boundaries based on the need demonstrated by the City to accommodate the projected 20-year population and employment growth projections adopted in the Countywide-Planning Policies; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

Section 1. The City Council hereby adopts the Planning Commission's *Findings of Fact, Conclusions and Recommendations*, which were certified by the Planning Commission Chair on January 19, 2016 as the City Council's *Findings of Fact, Conclusions and Recommendations*.

Section 2. The City Council supports the proposed addition of approximately 149.3 acres of residential and 6.5 acres of commercial land north of city limits to the City's UGA and further supports the addition of that proposal to the City's existing UGA modification application (file PL#13-0229) with Skagit County Planning and Development Services. The new proposal is depicted in Attachment A of the Planning Commission's *Findings of Fact, Conclusions and Recommendations*.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th day of February 2016.

Keith Wagoner, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Exhibit 2

Planning Commission's Findings of Fact, Conclusions and Recommendations including a proposed expansion of the Sedro-Woolley UGA

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

File #s – Requested by:

CPA-1-15 – City Sponsored

**UGA EXPANSION PROPOSAL
IN CONJUNCTION WITH THE
2015 COMPREHENSIVE PLAN
AMENDMENT PROCESS**

**PLANNING COMMISSION
FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

Description of proposed amendments to the Comprehensive Plan & Land-Use Map

CPA-1-15 is the City’s file for the update of the entire Comprehensive Plan – AKA “2015 Docket.” As part of the 2015 Docket Update, the Planning Commission reviewed the need for an expansion of the Sedro-Woolley urban growth area (UGA). These finding of fact relate to the Planning Commission’s review of the UGA expansion only – not the entire Comprehensive Plan update.

State rules require that Sedro-Woolley update its Comprehensive Plan by June 30, 2016. As part of the 2015 Docket, the PC has reviewed the existing Land Use Element at the April 21 meeting, held a public hearing on May 16 and discussed the Land Use Element and UGA boundaries at the June 16 and July 21 meetings. The PC also held two informational workshops, August 18 & September 15, to provide a forum for those property owners to learn more about Sedro-Woolley’s UGA and help them determine if they would like to include their property in the UGA. The PC held a public hearing on October 20 to collect public comments on possible UGA expansion areas and potential zoning changes. A PC worksession was held November 3 at which the PC completed a review of the needed amount of land to accommodate 20 years of growth and balanced those needs with the public comments received throughout the planning process. The Planning Commission then held another public hearing December 15, 2015 to review comments on the proposal was put forth at the conclusion of the November worksession. At the conclusion of the public hearing, based on public input and the attached data, the Planning Commission made a recommendation to expand the UGA expansion by 155.8 acres; 106.5 acres of Residential 5 (R-5) zone, 42.8 acres of Residential 1 zoning and 6.5 acres of Mixed Commercial land. The proposal also includes a proposed zoning change for one 21-acre lot in city limits from Residential 7 (R-7) zoning to Mixed Commercial zoning (Attachment A includes map of proposal).

Buildable Lands Analysis and Review of UGA Size – how much land is needed?

Through a collaborative process involving Skagit County and the other cities within the county, each jurisdiction has been allotted a provisional population projection and employment forecast for the planning horizon of 2036. That allotment has been reviewed and approved by the Skagit Council of Governments (SCOG) Growth Management Steering Committee (SCOG Resolution 2015-2). Sedro-Woolley’s population (including the UGA) is projected to increase to 17,069 by 2036. This represents an increase of 4,555 residents over the assumed 2016 population. Per that same SCOG Resolution, the number of persons employed in Sedro-Woolley in 2036 is projected to increase by 4,427, for a total 9,179 jobs. 2,855 of those new jobs are to be accommodated in the Center for Innovation and Technology in the Pacific Northwest (formerly referred to as the North Cascades Gateway Center or Northern State Campus). The remaining 1,572 jobs need to be accommodated within city limits and the UGA.

The city commissioned a buildable land and land capacity analysis report (Buildable Lands Report) to address whether the city has enough land in its UGA to accommodate 20 years of residential population growth and jobs growth. In general, the Buildable Lands Report (Attachment B) indicates that there will be significant shortage of commercial/industrial land and a small shortfall of residential land. The tables on pages 7, 8 and 9 of the Report show how much land is available and shows how much additional land is needed. The Findings on pages 9 and 10 as well as the Policy Options on pages 10 and 11 recommend ways to address the shortfall. The Planning Commission recommends an expansion the UGA to accommodate the additional growth.

Shortfall of Buildable Commercial and Industrial Land

The Report indicates a significant shortage of industrial/commercial land. The current supply can only accommodate 1,213 jobs, that is 359 jobs less than the SCOG allotment of 1,572 jobs to be accommodated outside of Northern State. To accommodate those 359 jobs, additional land must be zoned Mixed Commercial (MC), Industrial or a mix of MC and Industrial. MC land is assumed to accommodate 20 jobs per acre; Industrial is assumed to accommodate 6.5 jobs per acre (see Report, page 8).

The proposal is to accommodate all of the 359 jobs by adding commercial land to city’s inventory. No additional industrial land is proposed. It takes roughly 17.95 acres of buildable MC land to accommodate 359 jobs (359 / 20). Adding the 25% infrastructure factor and 15% vacant land market factor, then 25.15 acres of MC land will need to be added within either the city limits or the UGA.

17.95 acres + 25% infrastructure (4.5 acres) + 15% market factor (2.7 acres) = 25.15 acres MC (plus any associated undevelopable critical areas and buffers).

The proposal includes a rezone of one (approximately) 21.5-acre parcel within city limits from Residential 7 zone to Mixed Commercial. This parcel (Assessor’s Parcel number

P39374) is in between State Route 20 and McGarigle Road. Also proposed as Mixed Commercial are approximately 6.5 acres of the eastern portions of parcels P36413 and P36414. These parcels are at the southwest corner of State Route 9 and Bassett Road. Only the area east of the ravine is proposed as Mixed Commercial, the rest of the parcels are proposed as Residential 5 zoning.

This analysis shows the need to add approximately 25.15 acres of developable commercial land; this does not include critical areas and buffers. To account for land lost to any undevelopable critical areas and buffers in the 25.15 acres, a 25% critical areas assumption is added. Thus, the city needs to add approximately 31.43 acres of raw commercial land to accommodate 20 years of projected growth ($25.15 \times 1.25 = 31.43$). Approximately 28 acres of commercial land are proposed to be added to the city's commercial/industrial land inventory. 21.5 of those acres are in existing city limits, thus only 6.5 acres of commercial land are proposed in the UGA expansion area.

Shortfall of Buildable Residential Land

Per the Report Findings, the existing inventory of residential land is short 10 acres of buildable R-5 zoned land. After adjusting for the 25% infrastructure factor and 15% vacant land market factor (assuming new land added will be vacant and not partially developed), then 14 acres of R-5 land will need to be added to the UGA. This does not include critical areas; any critical areas will need to be mapped and not included as buildable lands. Thus, if 14 acres of useable land are added, the actual amount of land added to the UGA will be significantly more, because there may be critical areas (and their buffers) that will be on the added land. The critical areas and their buffers may not be developed. There are known creeks, associated wetlands and ravines in the areas being studied for inclusion in the UGA.

10 acres + 25% infrastructure (2.5 acres) + 15% market factor (1.5 acres) = 14 acres R-5 zone (plus any associated undevelopable critical areas).

The City is also working with the County to take the development potential within the UGA east of the city (area in blue on map) and apply it to the area north of the city. The area in blue is in the UGA, but cannot be served by urban services. Therefore, the area in blue cannot develop any further. In essence, the UGA east of town on paper has the ability to house additional future residents, however, because the area cannot be served by urban services, that development potential cannot be achieved.

The city commissioned an addendum (Exhibit C) to the Report to determine the amount of developable acres in the blue area and found that there are 35 acres of developable land in that area (including market factors). This area is zoned R-5 in the City Comprehensive Plan map, so the densities were figured based on the allowed densities in the R-5 zone.

In addition, 21.5 acres of residentially zoned land has been proposed to be changed from R-7 to Mixed Commercial (see analysis above under Shortfall of Buildable Commercial and Industrial Land). To replace that R-7 land that is "lost," the UGA will need to be expanded by the amount of residential land that is rezoned. The R-5 zoning designation is proposed for most of the land added to the UGA. 21.5 acres of R-7 land can accommodate 150.5 units

(21.5 X 7). It will take roughly 30.1 acres (150.5 / 5) of R-5 land to accommodate 150.5 units.

To determine how much land that is need to be added to the residential inventory, the above three separate calculations are added: 14 acres, 35 acres and 30.1 acres = 78.1. The city will need to include 78.1 new acres of R-5 zone (including market factors but not any associated undevelopable critical areas or buffers). However, approximately 40 acres around Bottomless Lake (not including lake) are characterized by larger lots situated around the lake in such a way that the R-5 zone may not be appropriate. This area is envisioned, if included in the UGA, to have one unit per acre zoning. Therefore, the 40 acres around Bottomless Lake can accommodate 40 dwelling units, whereas it would take only 8 acres of R-5 zoning (at 5 dwelling units per acre) to accommodate 40 dwelling units.

The UGA expansion proposal includes approximately 40 acres of Residential 1 zoning, therefore 110.1 acres of developable land needs to be added. (78.1 acres of R-5 minus 8 acres of R-5 plus 40 acres of R-1 = 110.1 acres). This analysis shows the need to add approximately 110.1 acres of developable residential land; this does not include critical areas and buffers. To account for land lost to any undevelopable critical areas and buffers in the 110.1 acres, a 25% critical areas assumption is added (110.1 X 1.25 = 137.6). Thus, the city needs to add 137.6 acres of raw residential land to accommodate 20 years of projected growth. Approximately 148.76 acres of residential land are proposed to be added to the UGA.

This analysis also assumes all land proposed to be added to the UGA is *undeveloped*, not partially developed. In reality, much of the proposed land is partially developed, thus a partial-development factor can be added to this analysis that would show a need to expand the UGA by more than this analysis shows. However, that partial-development factor would complicate this analysis beyond its necessary usefulness; this analysis does not include and partial-development factor.

The City cannot adjust its UGA on its own; per the State Growth Management Act (GMA) the County must adopt all changes to the UGA with input from the City. Before the County will entertain UGA expansions, they require an official recommendation of approval from the city who's UGA will be affected. This public review process was to enable the City Council to make an official recommendation of approval of the UGA reconfiguration to be included with any future UGA expansion requests to Skagit County. The public review was performed under the Comprehensive Plan Amendment process and given the file #CPA-1-15, but *no changes to the Sedro-Woolley Comprehensive Plan will result from this action.*

Planning Commission Finding of Fact

CPA-1-15 – Public Review – UGA Expansion /Reconfiguration Proposal

1. On December 5, 2014 and January 2, 2015 the City of Sedro-Woolley advertised in the Skagit Valley Herald that the deadline for accepting applications and proposals for

2. Per RCW 36.70A.106, notice of the proposed zoning and Comprehensive Plan amendments were sent to the Washington State Department of Commerce (COMM) for 60-day review on January 15, 2016.
3. Per the Washington State Growth Management Act, properties outside of designated urban growth areas may not be developed with city services, therefore preventing urban density development outside of cities.
4. The Growth Management Act (GMA) of Washington State requires cities to have urban growth areas (UGAs) sized large enough to accommodate 20 years of projected growth between 2016 and 2036.
5. Skagit County Planning & Development Services, in coordination with the cities and towns in the county, recommended preliminary 20-year population and employment projections for the jurisdictions in the County, including the City of Sedro-Woolley.
6. The Skagit Council of Governments (SCOG) GMA Steering Committee recommended that the County Board of Commissioners consider amending the Countywide-Planning Policies to include the updated 20-year population and employment projections.
7. Lands may be included in a UGA after a public review process that begins at the City level, but the actual UGA designation is done at the County level. The City does not determine what lands are included in the UGA, Skagit County officially determines the City's UGA with input from the City. The City must show that the expansion is reasonable and demonstrate that an expansion is in conformance with the GMA and Chapter 14.08 of the Skagit County Code.
8. Because the proposal has the potential to affect future land use, the City used the Comprehensive Plan review cycle to allow public comment about the proposed UGA expansion. The public comments would inform any future official request to the County to include the above described properties in the City UGA. The public hearing process would allow the Planning Commission to make an informed recommendation to the City Council as to whether the proposal meets with public approval. The City Council would then be able to present to the County a formal record indicating the City has thoroughly studied the possibility of expanding the UGA and finds that it is well-founded expansion.
9. The Planning Commission reviewed the existing Land Use Element at the April 21, 2015 meeting
10. On May 8, 2015, in compliance with Chapter 2.90 SWMC, notice of the May 19, Public Hearing in front of the Planning Commission and opportunity to comment on the proposal to expand the City of Sedro-Woolley UGA was published in the Skagit Valley Herald.
11. On May 16, 2015 the Planning Commission held an open record public hearing to present information on the proposal and to hear testimony from the public. A staff memo dated May 16, 2015 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff memo was also available to the public ahead of the hearing date.
12. On June 16 and July 21, 2015 the Planning Commission held a meeting to present information on the proposal and to hear testimony from the public.
13. On August 18 & September 15, 2015 the Planning Commission held Open Houses to provide a forum for those property owners to learn more about Sedro-Woolley's UGA and help them determine if they would like to include their property in the UGA.
14. On October 8, 2015, in compliance with Chapter 2.90 SWMC, notice of the October 20 Public Hearing in front of the Planning Commission and opportunity to comment on the

- proposal to expand the City of Sedro-Woolley UGA was published in the Skagit Valley Herald.
15. The PC held a public hearing on October 20 to collect public comments on possible UGA expansion areas and potential zoning changes.
 16. A Planning Commission worksession was held November 3, 2015 at which the Planning Commission completed a review of the needed amount of land to accommodate 20 years of growth and balanced those needs with the public comments received throughout the planning process.
 17. On December 4, 2015, in compliance with Chapter 2.90 SWMC, notice of the December 15, Public Hearing in front of the Planning Commission and opportunity to comment on the proposal to expand the City of Sedro-Woolley UGA was published in the Skagit Valley Herald.
 18. On December 15, 2015 the planning commission held a public hearing - two more property owners expressed interest in having their property included in the UGA.
 19. At the end of the December 15 meeting, the Planning Commission completed a proposal to expand the UGA – shown in Attachment A.
 20. The map depicting the proposed UGA reconfiguration will not be incorporated into the cities Zoning or Comprehensive Land Use Plan Maps unless the County approves the changes as part of its Comprehensive Plan amendment process.

Planning Commission Recommendations

CPA-5-15 – Public Review – UGA Expansion /Reconfiguration Proposal

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **support** an application by the City to Skagit County to expand the City Sedro-Woolley urban growth area as shown in Attachment A of these *Findings of Fact*. The reconfiguration adds 155.8 acres of UGA north of city limits; 106.5 acres of Residential 5 (R-5) zone, 42.8 acres of Residential 1 zoning and 6.5 acres of Mixed Commercial land.

ATTACHMENTS

- Attachment A – Map showing recommended UGA reconfiguration
- Attachment B – buildable land and land capacity analysis report
- Attachment C – Addendum to buildable land and land capacity analysis report

CERTIFICATION



 Pat Huggins, Planning Commission Chairman

1-19-16

 Date

**City of Sedro-Woolley
Planning Commission
Recommended UGA
expansion, zoning
designations
& zoning changes to
accommodate growth
2016 to 2036
- January 2016 -**

Legend

-  Proposed UGA Expansion 2016
-  Urban Growth Area
-  City Limits
-  Streets

Zoning Areas 2016

ZONE

-  R1
-  CBD
-  I
-  MC
-  OS
-  P
-  R15
-  R7
-  R5

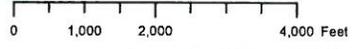
Cream-colored yellow area (within blue hatched area) proposed to be in UGA as R-5 zoning. Approx 106.5 acres

Brown-colored area between SR 9 and Fredrickson Rd proposed to be in UGA as R-1 zoning. Approx 42.8 acres

Pink area (within hatched area) proposed to be in UGA as Mixed Commercial zoning. Approx 6.5 acres

Pink area in city limits proposed change from R-7 zone to Mixed Commercial

Area currently in UGA where urban services not feasible (Blue Area) Approximately 35 developable acres No changes in this area



City of Sedro-Woolley
Draft Map 5
PC Recommendation:
December 15, 2015
Map produced:
January 5, 2016

ATTACHMENT A
P.C. FINDINGS of FACTS



MEMORANDUM

To: John Coleman, AICP, Planning Director, Sedro-Woolley Planning Department
From: Andrea Logue & Eric Hovee
Subject: Buildable Land Inventory of Southeastern Area to be Removed from the Sedro-Woolley UGA
Date: August 25, 2015

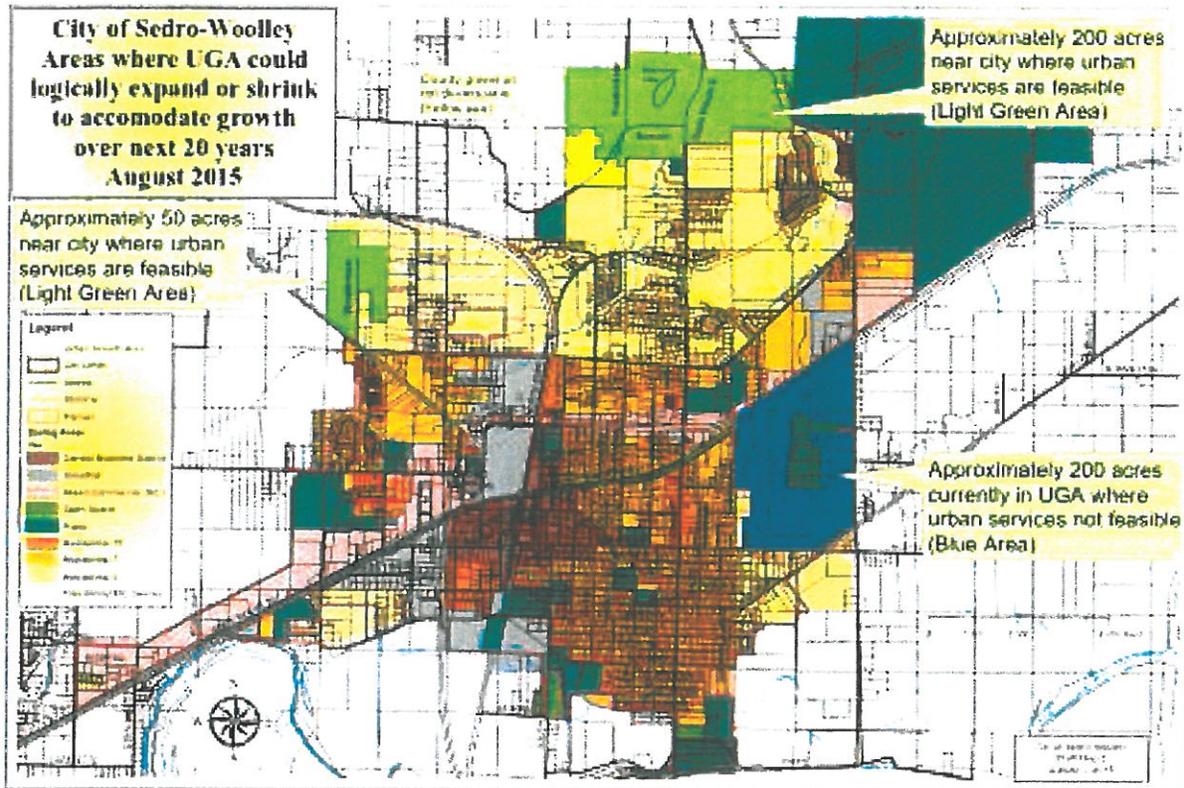
As an added task subsequent to the 2015 Sedro-Woolley Buildable Land and Land Capacity Analysis Report, the City of Sedro-Woolley has requested E. D. Hovee & Company, LLC (EDH) to calculate the buildable land in an area on the southeastern quadrant of the Sedro-Woolley UGA that is being considered for removal from the existing UGA. This memorandum summarizes the background of a proposed land exchange and the buildable land inventory of a portion of the existing UGA.

BACKGROUND

The City of Sedro-Woolley is working in consultation with Skagit County to considering removing acreage from the southeastern quadrant of the UGA. It has been determined this land is not buildable due to circumstances of existing low density development and high cost of infrastructure limiting the extension of sewer services to the area. In exchange, there are two separate target areas with to the north and northeast of the UGA that are under consideration for potential inclusion in the UGA.

The map on the following page depicts the land areas proposed for possible exchange. The focus of the buildable land calculations in this memorandum is on the 'Blue Area' in the southeast quadrant proposed for removal from Sedro-Woolley's UGA.

Sedro-Woolley UGA Land Exchange



Source: City of Sedro-Woolley.

BUILDABLE LAND INVENTORY

The buildable land inventory of the land currently in the southeastern quadrant of the UGA is consistent with the methodology as described in the 2015 Sedro-Woolley Buildable Land and Land Capacity Analysis Report.

As depicted by the following chart, tax lots within the southeastern quadrant of the Sedro-Woolley UGA encompass just over 170.3 acres. An estimated 79% of this portion of the UGA is already developed with less than 1% as unbuildable or constrained, leaving 21% of the UGA (35 acres) as potentially buildable – whether on fully vacant or partially vacant lots. The 35 acres can be considered as gross land capacity – before taking into account infrastructure and market factors to arrive at net developable capacity.

**Southeastern Quadrant of Sedro-Woolley UGA Land Inventory
(Parcel-Based in Acres)**

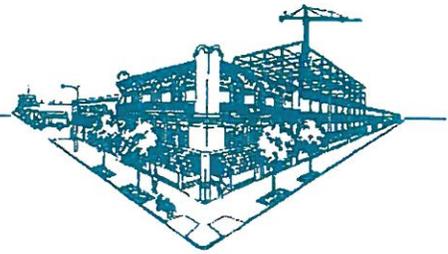
Zone	Developed Land	Vacant Land by Type			Part Vacant Buildable	Total All Parcels	% of Total	Total Buildable
		Unbuildable	Constrained	Buildable				
Residential 5 (R5)	129.1	0.3	0.0	9.8	24.7	163.9	96%	34.5
Residential 7 (R7)	0.6	0.0	0.0	0.4	0.0	1.0	1%	0.4
Residential 15 (R15)	0.0	0.0	0.0	0.0	0.0	0.0	0%	0.0
Mixed Commercial (MC)	0.0	0.0	0.0	0.0	0.0	0.0	0%	0.0
Central Business District (CBD)	0.0	0.0	0.0	0.0	0.0	0.0	0%	0.0
Industrial (I)	0.0	0.0	0.0	0.0	0.0	0.0	0%	0.0
Public (P)	5.4	0.0	0.0	0.0	0.0	5.4	3%	0.0
Open Space (OS)	0.0	0.0	0.0	0.0	0.0	0.0	0%	0.0
Total	135.0	0.3	0.0	10.3	24.7	170.3	100%	35.0
% of Acres	79%	0%	0%	6%	15%	100%		21%

Sources: City of Sedro-Woolley and E. D. Hovee & Company, LLC.

When considered by zoning designation, R5 residential accounts for the single largest amount of land area – totaling 164 acres or 96% of total land area in the southeastern quadrant of the Sedro-Woolley UGA. Taken together, residentially zoned areas represent 97% of land in this portion of the UGA, with public/open space land at 3%.

In terms of potentially buildable land, residentially designated sites account for all 35 acres of the gross buildable acreage potential.

E. D. Hovee & Company, LLC appreciates the opportunity to provide this additional assessment of buildable land inventory. We would be happy to address questions or provide further information regarding any aspect of this memorandum.



MEMORANDUM

To: John Coleman, AICP, Planning Director, Sedro-Woolley Planning Department
From: Eric Hovee & Andrea Logue
Subject: Sedro-Woolley Buildable Land & Land Capacity Analysis Report
Date: July 16, 2015

On behalf of the City of Sedro-Woolley, the economic and development consulting firm E. D. Hovee & Company, LLC (EDH) has prepared this buildable land and land capacity analysis report as part of the City's Comprehensive Plan update which also involves review of urban growth area (UGA) boundaries. The analysis is intended to meet requirements of the Skagit County Code (Chapter 14.08 SCC) together with Skagit County Planning Policies and City of Sedro-Woolley planning policies.

This report is focused on evaluating the relationship of the buildable capacity to projected need for commercial/industrial (employment) and residential uses over an approximately 20-year planning horizon to 2036. Based on the allotment of the Skagit County Council of Governments (SCOG), Growth Management Steering Committee, Sedro-Woolley's population is projected to increase to 17,069 by 2036, a gain of 4,555 residents. Employment is forecast to increase by 1,572 for a total of 6,324 jobs. Pivotal questions to address are whether, and under what circumstances, land capacity will be adequate to accommodate these projections.

This report is organized to cover the following topics:

- **Land use methodology** – including zoning classifications, role of public lands, property development status, critical areas/constraints, and analysis assumptions.
- **Buildable land and capacity analysis** – covering results of the buildable land inventory, land capacity, and comparison of capacity with SCOG population and job allocations.
- **Findings and recommendations** – including policy options for City consideration.

Two appendices are provided at the end of this report. *Appendix A* lists documents that have been reviewed for this analysis. *Appendix B* provides residential and commercial/industrial inventory maps. This report reflects revisions that have been made in response to questions and comments received on an earlier draft document.

LAND ANALYSIS METHODOLOGY

This buildable land and capacity analysis has relied on geographic information system (GIS) parcel-based files as provided by the City and available from the Skagit County assessor's office. Where existing databases were in conflict or without adequate information, other means were utilized to clarify and augment the data available. This included visual review via aerial photography, used most notably to designate current development status.

The analysis also has been prepared in a manner to conform to a methodology agreed upon by jurisdictions in Skagit County. Of particular importance has been reference to the *2010 Buildable Lands & Land Capacity Analysis Report* by the City of Mount Vernon Community and Economic Development Department. Also of use for methodology and the industrial lands portion of the analysis was a countywide *Skagit County Industrial Land Study* completed by ECONorthwest in December 2014. Other information sources utilized are as noted in this report and Appendix A.

Factors important to the land analysis methodology for this report begin with Sedro-Woolley's zoning classifications as found in the Sedro-Woolley Zoning Code. This review is followed by discussion of the role of public lands for employment use, definitions related to development status and critical areas/constraints, and then summary assumptions utilized for residential and employment lands.

Zoning Classifications

Zoning classifications are those as identified with the City of Sedro-Woolley Zoning Code:

Residential Zones:

- Residential 5 (R5) – for single-family use at up to 5 dwelling units (DU) per acre
- Residential 7 (R7) – primarily single-family at up to 7 DU per acre
- Residential 15 (R15) – allowing single- and multi-family uses at 4-15 DU per acre

Employment Zones:

- Mixed Commercial (MC) – encouraging a mix of commercial with upper level residential
- Central Business District (CBD) – allowing all forms of commerce with multi-family housing on upper levels or independent, at 2-4 DU per building for specified locations
- Industrial (I) – intended for manufacturing, warehousing, distribution and office uses

Public & Open Space Zones:

- Public (P) – for parks, schools, public infrastructure and related public use
- Open Space (OS) – for parks, recreation, public infrastructure and related public use

While residential zones allow home occupations, this analysis assumes that employment growth will be accommodated primarily on commercially and industrially zoned land. Conversely, while residential use is allowed with limitations in the MC and CBD commercial zones, there has been little such development to date and no residential development is allocated to these lands over the forecast period of this plan update.

Role of Public Lands For Employment Use

Public lands serve as a potential resource for employment in two respects. First, a significant (approximate 36% share) of the net job growth allocated by SCOG for Sedro-Woolley is forecast to comprise government and education employment. While some of this job growth as for schools may occur on land zoned for public use, most of the growth for City and other agencies can be expected to occur primarily on lands designated for commercial and industrial use.

Second, while the Northern State site is currently zoned for Public (P) use, it is anticipated that subarea planning for this site may include allocation for net added employment uses. Based on discussions with SCOG, all of this job growth may be considered as outside the SCOG allocation, as with targeted high technology/bioenergy sectors that otherwise would not be expected to locate in Sedro-Woolley. The Northern State Subarea Plan and Environmental Process involves consideration of alternatives affecting intensity of employment related development and is proceeding separately from this buildable land and land capacity analysis.

In summary, for purposes of this analysis it is assumed that: a) most or all public employment growth may need to be accommodated on industrial and commercial lands; and b) any added employment with the Northern State site will constitute a new and separate jobs allocation from SCOG not included with this buildable land analysis.

Development Status

As stated in the *Skagit County Industrial Land Study*, a key step in the buildable land analysis is to classify each tax lot into a set of mutually exclusive categories. This determination of development status represents an important first step in the analysis process for commercial and residential, as well as industrial, lands. With this analysis, all tax lots within the current Sedro-Woolley UGA have been classified into one of the following categories:

- **Vacant land.** Tax lots that have no structures, or have buildings with very little value. For the Sedro-Woolley buildable land analysis, tax lots with improvement values under \$10,000 are considered vacant. This designation was determined after review of alternative definitions used, is consistent with the Skagit County industrial study, and is applied to not just industrial, but also residential and commercial lands. This approach also avoids the need to determine habitable structures (as was done in Mount Vernon), which can be relatively time-consuming. As needed, site-by-site determinations have been made through review of GIS data, aerial photographs, and review by City staff.

- **Partially vacant land.** Partially vacant tax lots are those that are occupied, but which contain enough land to be further subdivided without rezoning. As needed, site-by-site determinations have been made through review of GIS data, aerial photographs, and review by City staff.
- **Unbuildable land.** Land that is impacted by critical lands or constraints that preclude development. A tax lot is classified as unbuildable if: a) it is more than 90% constrained (per the Skagit County industrial study); b) involves less than 10,000 square feet of buildable land for employment land; and/or c) does not have land to accommodate the zoned density of development in a residential zone on a lot with less than 10,000 buildable square feet.
- **Developed land.** Land that is already developed at densities consistent with zoning, and has improvements that make it unlikely to redevelop during the analysis period. Lands not classified as vacant, partially vacant, or unbuildable are considered as developed.

Critical Areas/Constraints

Critical areas or constraints intersecting tax lots are deducted from tax lot area. The following list identifies the constraint and method of deduction from buildable land area:

- **Floodway** – all affected area is deducted and considered unbuildable.
- **Slope Instability** – all area affected by high probability of slope instability deducted and considered unbuildable.
- **River/Stream/Creek Buffers** – all affected area deducted and considered unbuildable.
- **Bonneville Power Administration Easement (262.5 Feet)** – all affected area deducted and considered unbuildable.
- **Puget Sound Energy Easement (100 Feet)** – all affected area deducted and considered unbuildable.
- **Williams Pipeline Easement (75 Feet)** – all affected area deducted as unbuildable.
- **Wetlands** – deduction of 50% of the buildable area of affected tax lots. This analysis was informed by use wetland data provided by the City in the form of the National Wetlands Inventory and ATSI data created by a wetland specialist to indicate areas that are likely to be wetlands based on visual confirmation and known soil types.
- **100 Year Floodplain** – deduction of 50% of the buildable area of affected tax lots.

Assumptions

In addition to factors related to development status and critical areas/constraints, there are a variety of other considerations important to the land capacity evaluation – related to density of development, infrastructure and market factors, plus factors distinctive to the type of residential, employment and public/open space uses being considered. Provided on the following two pages is a summary outline of key assumptions, factors and metrics considered and applied with this 2105 Sedro-Woolley Buildable Land and Land Capacity Report.

Summary of Assumptions Applied with Residential, Employment & Public Lands

Factor	Allocation(s)	Comments
ALL PARCELS IN SEDRO-WOOLLEY (Residential, Employment & Other Lands)		Utilizes City GIS datasets including city/UGA boundaries, parcel boundaries, zoning designations, streams, critical areas (flood/wetlands), streets, railroad, BPA and natural gas pipeline, as well as Skagit County Comp Plan designations and Washington State Department of Natural Resources for slope stability GIS data.
RESIDENTIAL LANDS (R-5, R-7, R-15 Zones)		Covers three zones allocated exclusively for residential use. While residential is allowed in some employment areas, no capacity allocation appears to be made in the current Comp Plan (for 4,555 added residents by 2036).
Residential Capacity (in acres for housing units)	= parcel size (acres) - existing land in use - critical areas - infrastructure - market factor	# of added units on parcel is determined by dividing residential capacity (in acres) by maximum units/acre with zoning – rounded down to nearest whole number. As needed, spot check parcels w/existing units to make sure configuration allows for added units.
Maximum Density (Residential)	R-5: 5 units/ac R-7: 7 units/ac R-15: 15 units/ac	Consistent with current Comp Plan, Section 2.12. Duplexes are permitted with R-7 zone @ approx 10 du/ac but limited to only one duplex lot per 3 successive lots; no adjustment to maximum density calculation proposed.
Average Household Size	2.59 persons per occupied household	Average household size is per Washington State Office of Financial Management (OFM), with 92.9% occupancy.
Critical Areas / Constraints	Deducted out of gross parcel area	Includes critical areas of floodway, Brickyard Creek plus associated buffers, slope instability, utilities, wetlands and floodplain. Mount Vernon tested implications of 40%/60% of wetland area as undevelopable; a 50% factor for wetlands/floodplain is applied for Sedro-Woolley.
Infrastructure	25% infrastructure deduction on all lots	Consistent with current adopted Comp Plan; allocations are made after known critical area deductions.
Minimum Lot Size	< 90% constrained w/ 1+ buildable lots	Threshold buildable lot size determined based on the maximum allowed density of each residential zone plus 25% infrastructure requirement.
Market Factors	15% vacant land 20% lots w/structure	Used Mount Vernon standard, which is below the current Sedro-Woolley Comp Plan allocation of 25%.
Employment in Residential Zones	No allocation proposed	Home occupations permitted and offices conditional uses in all residential zones (permitted in R-15; provisions more liberal for other employment uses in R-7/R-15). No adjustment for employment in residential is proposed.
Planned Residential Developments	No adjustment proposed	Zoning allows as conditional use in R-5/R-7 zones; capacity calculations treated no differently than other residential development in the same zones.

Factor	Allocation(s)	Comments
EMPLOYMENT LANDS (MC – Mixed Commercial, CBD – Central Business District, I – Industrial)		Covers 3 zoning districts for existing business expansion and new industrial/commercial development (to accommodate 1,572 added jobs by 2036).
Employment Land Capacity (in acres for jobs)	= parcel size (acres) - existing land in use - critical areas - infrastructure - market factor	# of added jobs on parcel is determined by dividing employment land capacity (in acres) by maximum applicable jobs/acre – rounded down to nearest whole number. Spot check parcels w/existing businesses to make sure configuration allows for added development.
Employment Density	6.5 jobs/ac industrial 20 jobs/ac comm'l & government	No job targets or density estimates in existing Comp Plan. Proposal matches Mount Vernon, job density standards of 1995 Skagit Co OEDP & 2003 countywide allocations.
Critical Areas / Constraints	Deducted out of gross parcel area	Includes critical areas of floodway, Brickyard Creek plus associated buffers, slope instability, utilities, wetlands and floodplain. Mount Vernon tested implications of 40%/60% of wetland area as undevelopable; a 50% factor for wetlands/floodplain is applied for Sedro-Woolley.
Infrastructure	25% infrastructure deduction on all lots	Consistent with current adopted Sedro-Woolley Comp Plan; above 20% EDH deduction for Mount Vernon. Allocations made after known critical area deductions.
Minimum Lot Size	10,000 sf (and < 90% constrained)	Consistent with Mount Vernon capacity analysis as minimum size for stand-alone uses.
Market Factor	25% deduction	Matches existing Sedro-Woolley Comp Plan and factor recommended by EDH with 2006 Mount Vernon analysis.
Job Allocations by Zone	Retail jobs to C zones Industrial jobs to I Office jobs flex to C/I Public jobs to Public	CBD/MC zones focus on retail & general (office) services as permitted uses, also includes light mfg in MC zone. I zone permitted for mfg, warehousing, distribution & office uses with limited retail at up to 5% of total site.
Housing in Employment Zones	No allocation proposed	Residential above first story commercial permitted in MC, Transitional MC zones, and CBD zones; multi-family @ 2-4 units per building permitted on secondary CBD streets; little such development to date & no allocation proposed.
PUBLIC / OPEN SPACE LANDS		Covers Public and Open Space zoning designations.
Inventory	= Gross acres by zone <i>Note:</i> Deduct planned conversions of other zones to public use	Covers land associated with all Public and Open Space zoned sites including the subarea planning process now underway with the Public-zoned Northern State UGA site. Analysis for Northern State site being conducted via a separate planning process for Sedro-Woolley.
Employment Allocation	Public employment job growth allocated to industrial & commercial lands	Policy option for some portion of public sector (as with schools) employment to be allocated to Public zoned land. Potential for added R&D, tech or related jobs at Northern State to be determined (as an add-on to Sedro-Woolley's current jobs allocation by Skagit County).

BUILDABLE LAND & CAPACITY ANALYSIS

Consistent with the methodology as described, this analysis begins with findings of the buildable land inventory, followed by determination of land capacity in terms of potential residential dwelling units (DU) and employment supported. As a final step, capacity figures are compared with SCOG allocations to determine adequacy of the current UGA to support projected housing and employment land needs.

Buildable Land Inventory

As depicted by the following chart, tax lots within the Sedro-Woolley UGA encompass just over 3,134 acres. An estimated 62% of the UGA is already developed with about 9% as unbuildable or constrained, leaving 29% of the UGA (912 acres) as potentially buildable – whether on fully vacant or partially vacant lots. The 912 acres can be considered as gross land capacity – before taking into account infrastructure and market factors to arrive at net developable capacity.

Sedro-Woolley UGA Land Inventory (Parcel-Based in Acres)

Zone	Developed Land	Vacant Land by Type			Part Vacant Buildable	Total All Parcels
		Unbuildable	Constrained	Buildable		
Residential 5 (R5)	612.9	32.5	67.7	176.8	204.8	1,094.6
Residential 7 (R7)	458.5	16.7	8.7	55.4	47.7	587.0
Residential 15 (R15)	57.6	0.8	0.3	13.7	9.5	81.8
Mixed Commercial (MC)	146.0	3.8	9.6	63.6	16.5	239.5
Central Business District (CBD)	62.2	4.7	0.0	8.0	1.2	76.1
Industrial (I)	128.5	0.1	13.2	47.5	9.7	199.0
Public (P)	462.9	21.7	95.9	251.2	0.0	831.6
Open Space (OS)	14.3	3.7	0.0	6.8	0.0	24.8
Total	1,942.8	83.9	195.4	623.0	289.3	3,134.4
% of Acres	62%	3%	6%	20%	9%	100%

Sources: City of Sedro-Woolley and E. D. Hovee & Company, LLC.

When considered by zoning designation, R5 residential accounts for the single largest amount of land area – totaling 1,095 acres or 35% of total land area in Sedro-Woolley. Taken together, residentially zoned areas represent a bit more than 56% of land in the UGA, with public/open space land at 27% and employment lands (both commercial and industrial) at a combined 16%.

In terms of potentially buildable land, residentially designated sites account for 508 acres of the gross buildable acreage potential, followed by public/open space lands at 258 acres, and employment lands at just over 146 acres.

Land Capacity

Potentially buildable lands are translated to residential and employment capacity through a two-step process:

- By deducting from buildable capacity land required for infrastructure and a market factor (to convert from gross to net buildable acreage); and
- Then converting acreage capacity to number of residential units and jobs supported using dwelling unit (DU) and jobs per acre density factors.

The results of this allocation and conversion process are illustrated by the following chart.

Sedro-Woolley UGA Land & Employment Capacity (to 2036)

Zone	Gross Buildable Acres			% Infra-structure	Market Factors		Acres Net Buildable	Jobs/Acre	DU/Acre	Added Capacity	
	Vacant	Pt Vacant	Total		Vacant	Pt Vacant				Jobs	DU
R5	176.8	204.8	381.6	25%	15%	20%	235.6	-	5.0	-	1,177
R7	55.4	47.7	103.1	25%	15%	20%	63.9	-	7.0	-	447
R15	13.7	9.5	23.2	25%	15%	20%	14.4	-	15.0	-	216
MC	63.6	16.5	80.1	25%	25%	25%	45.1	20.0	-	901	-
CBD	8.0	1.2	9.2	25%	25%	25%	5.2	20.0	-	103	-
I	47.5	9.7	57.2	25%	25%	25%	32.2	6.5	-	209	-
P	251.2	-	251.2	-	-	-	-	-	-	-	-
OS	6.8	-	6.8	-	-	-	-	-	-	-	-
Total	623.0	289.3	912.3	25%	15%	25%	396.3			1,213	1,840

Dwelling Unit (DU) to Population Conversion:

Residential Occupancy Factor (% of all Units)	92.9%
Occupied Unit Capacity	1,709
Average Household Size (persons per occupied household)	2.59
Anticipated Population Capacity (added population to 2036)	4,427

Note: No jobs are allocated to P or OS lands with this buildable land analysis.

Employment potentials with the Northern State site are being addressed separately by the City of Sedro-Woolley.

Source: City of Sedro-Woolley, Washington State Office of Financial Management, and E. D. Hovee & Company, LLC.

As shown, net buildable acreage on residential and employment designated lands is estimated at approximately 396 acres. A net buildable figure is not estimated for Public/Open Space lands, though this is anticipated to occur with the Northern State subarea planning process now underway, separate from this land capacity analysis.

Using residential density factors consistent with current zoning, there is resulting capacity for an estimated 1,840 housing units. As is detailed at the bottom of the chart, this translates to capacity for an added 4,427 residents that could be accommodated in the UGA to 2036.

For employment, density factors are applied as consistent with prior countywide economic development planning and the more recent Mount Vernon land capacity analysis. Total

employment capacity within industrial and commercial zones of the UGA is estimated at 1,213 jobs.

Comparing Capacity with Allocations

The final step of the analysis is to compare employment and population capacity with the SCOG allocated targets to Sedro-Woolley. As depicted by the following chart, this comparison indicates an allocation of residential land that may be slightly under the SCOG allocation. For jobs, the “gap” between the forecast target and current land capacity is more substantial.

Comparison of Capacity to SCOG Population / Job Allocations (to 2036)

Zoning Types	Buildable Acres		Average Density		Added Capacity		
	Gross	Net*	Jobs/Ac	DU/Ac	Jobs	Housing	Population
Residential	507.8	313.9	-	5.9	-	1,840	4,427
Commercial	89.3	50.2	20.0	-	1,004	-	-
Industrial	57.2	32.2	6.5	-	209	-	-
Public	-	-	-	-	-	-	-
Total	654.3	396.3			1,213	1,840	4,427
Sedro-Woolley Allocated Targets (per SCOG)					1,572	-	4,555
Capacity as % of SCOG Allocation					77%	-	97%

Note: Employment potentials for public lands are addressed separately with the Northern State subarea plan.

Sources: City of Sedro-Woolley, Skagit County Council of Governments, and E. D. Hovee & Company, LLC.

As shown by the chart:

- Employment capacity is estimated at 77% of the SCOG target (or 23% below the 1,572 jobs determined by SCOG as Sedro-Woolley’s employment allocation). Due to the significance of the gap between planned employment growth and current zoned capacity, reaching the SCOG employment target likely will require designation of additional lands for industrial and/or commercial development.
- Population capacity is estimated at just over 97% of the SCOG allocation of an added 4,555 residents by 2036. Given the margin of variability with pivotal assumptions in the analysis, it would appear that Sedro-Woolley should also be able to reasonably meet its population allocation, including possible minor adjustments to land designations or portions of the buildable land capacity analysis framework.

FINDINGS & POLICY OPTIONS

Based on the analysis conducted with this buildable land and land capacity analysis, the following summary findings and policy options are outlined for consideration by the City of Sedro-Woolley.

Findings

Overall, this 2015 buildable land and land capacity analysis indicates that the current inventory of buildable land is expected to be inadequate to fully address Sedro-Woolley's population and employment growth targets to 2036 without the need for urban growth area (UGA) expansion:

- Residential lands are within about 3% of achieving the SCOG target of accommodating an added 4,555 residents by 2036. Getting to 100% should be achievable with fairly modest measures, as outlined below with policy options recommended for consideration.
- Employment lands fall 23% short of meeting the SCOG target of 1,572 added jobs allocated to Sedro-Woolley through 2036. Industrial and commercial lands can accommodate an estimated 1,213 jobs, which is 359 jobs below the SCOG allocation.
- There may also be concerns with the mix of jobs for Sedro-Woolley. An estimated 209 net added jobs can be accommodated with net buildable industrial acreage. This is 43% short of the SCOG indicated projection of 368 added industrial jobs for Sedro-Woolley – as part of the forecast 1,572 job growth total.

Policy Options

To conclude, the following policy options are outlined for consideration as possible measures to address potential issues as noted with the findings of this analysis:

For Residential Lands. Policy options to consider for addressing the approximately 3% shortfall in housing might include any or some combination of the following:

- Consider adjusting one or more of the assumptions used with the methodology in this analysis – related to such factors as definitions for developable status, critical areas/constraints, infrastructure or market factor, or assumed average household size.
- Up-zone some residential property to a higher density – for example to R15 multi-family, currently comprising only 5% of the residential net buildable land supply.
- Convert a small amount of acreage currently zoned for public/open space or employment use to residential – but only to the extent that employment land needs are also fully addressed.
- Provide for a relatively minor UGA expansion – possibly in the range of 10+/- buildable acres depending on the mix of residential zoning and associated building densities that might be considered.
- Provide for a more significant UGA expansion – if some lands currently designated for residential use are rezoned for commercial and/or industrial use as described below. The amount of land that might be required is not directly determinable at this point, but would depend, in part, on the mix of commercial versus industrial employment to be accommodated.

For Employment Lands. Policy options to address the estimated 23% shortfall of industrial and commercial employment potential may include any or some combination of the following:

- Modify some portion of the methodology and/or assumptions regarding employment lands evaluation – similar to what is outlined above for residential lands.
- Expand the supply of land effectively available for industrial use through such means as providing for more liberalized industrial use in one or both commercial zones.
- Increase the supply of industrial and/or commercial land by re-designating some existing residentially-zoned land for employment use. This option may of particular importance to the extent that some existing buildable residential sites are determined to be more suitable for industrial or commercial uses as compared with sites requiring UGA expansion. Re-zoning for employment use would require an offsetting addition of residential land through UGA expansion as described above.
- Expand the UGA to address the deficiency of land for industrial and commercial needs. The amount of added UGA needed will vary, in part, depending on the mix of industrial versus commercial land allocated. For example, assuming that all of the employment deficiency were to be addressed by UGA expansion, the amount of buildable land required could range from about 18 buildable acres (assuming 100% commercial designation) to 55 buildable acres (with 100% industrial designation) – or in-between with a mix of commercial and industrial designations.

Due to the size of the “gap” between the number of jobs that can be accommodated as compared with the 2036 requirement, it is unlikely that this need can be met unless residential lands are converted to employment use and/or the UGA is expanded to provide added employment land.

APPENDIX A. DOCUMENTS REVIEWED

The following documents were review in conducting this buildable land and land capacity analysis:

- *2010 Buildable Lands & Land Capacity Analysis Report* by the City of Mount Vernon Community and Economic Development Department.
- *Sedro-Woolley Municipal Code, Title 17 Zoning, as of March 25, 2015.*
- *Skagit County Code, Chapter 14.08 – Legislative Actions.*
- *Skagit County Growth Projections: Summary of Methods and Results*, prepared by BERK Consulting, July 2014.
- *Skagit County Industrial Land Study – Final Report*, prepared by ECONorthwest for the Port of Skagit, December 2014.
- *Shoreline Management Program Update – Preliminary Assessment of Shoreline Jurisdiction*, City of Sedro-Woolley, Draft June 2011.
- *Vacant Buildable Lands Model* by Clark County Community Planning.

APPENDIX B. RESIDENTIAL & COMMERCIAL/INDUSTRIAL INVENTORY MAPS

On the next four pages are maps of vacant and partially vacant land as follows:

- Commercial and industrial tax lots with buildable land
- Commercial and industrial buildable land with constraints
- Residential tax lots with buildable land
- Residential buildable land with constraints

The maps depict the entire tax lot with vacant and partially vacant land, not just the portion of the tax lot that is buildable after removing constrained and developed land.



Commercial & Industrial Tax Lots with Buildable Land

Legend

- Vacant:**
- Commercial
 - Industrial

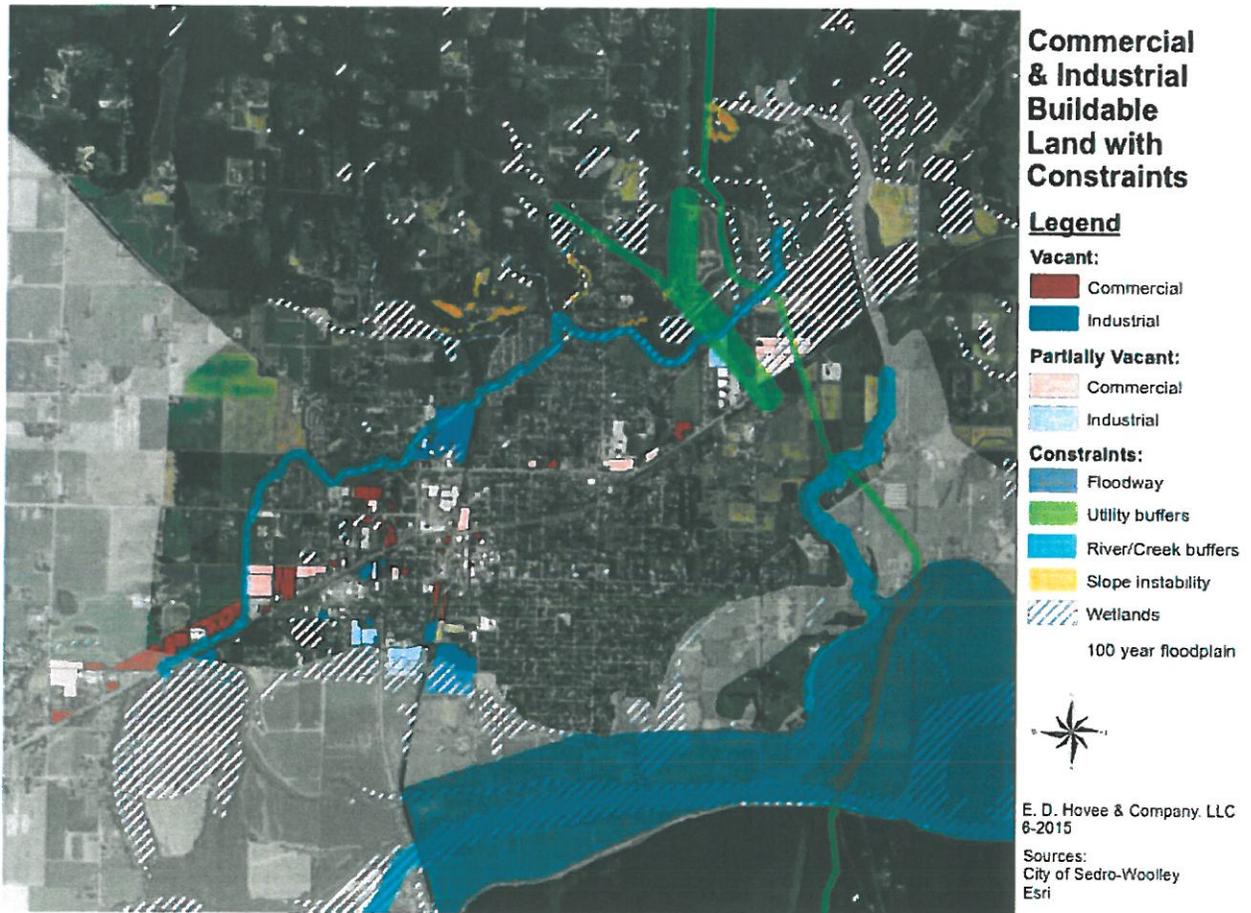
- Partially Vacant:**
- Commercial
 - Industrial

- UGA Boundaries:**
- Incorporated
 - Unincorporated



E. D. Hovee & Company, LLC
6-2015

Sources:
City of Sedro-Woolley
Esri





**Residential
Tax Lots with
Buildable Land**

Legend

- Vacant
- Partially Vacant

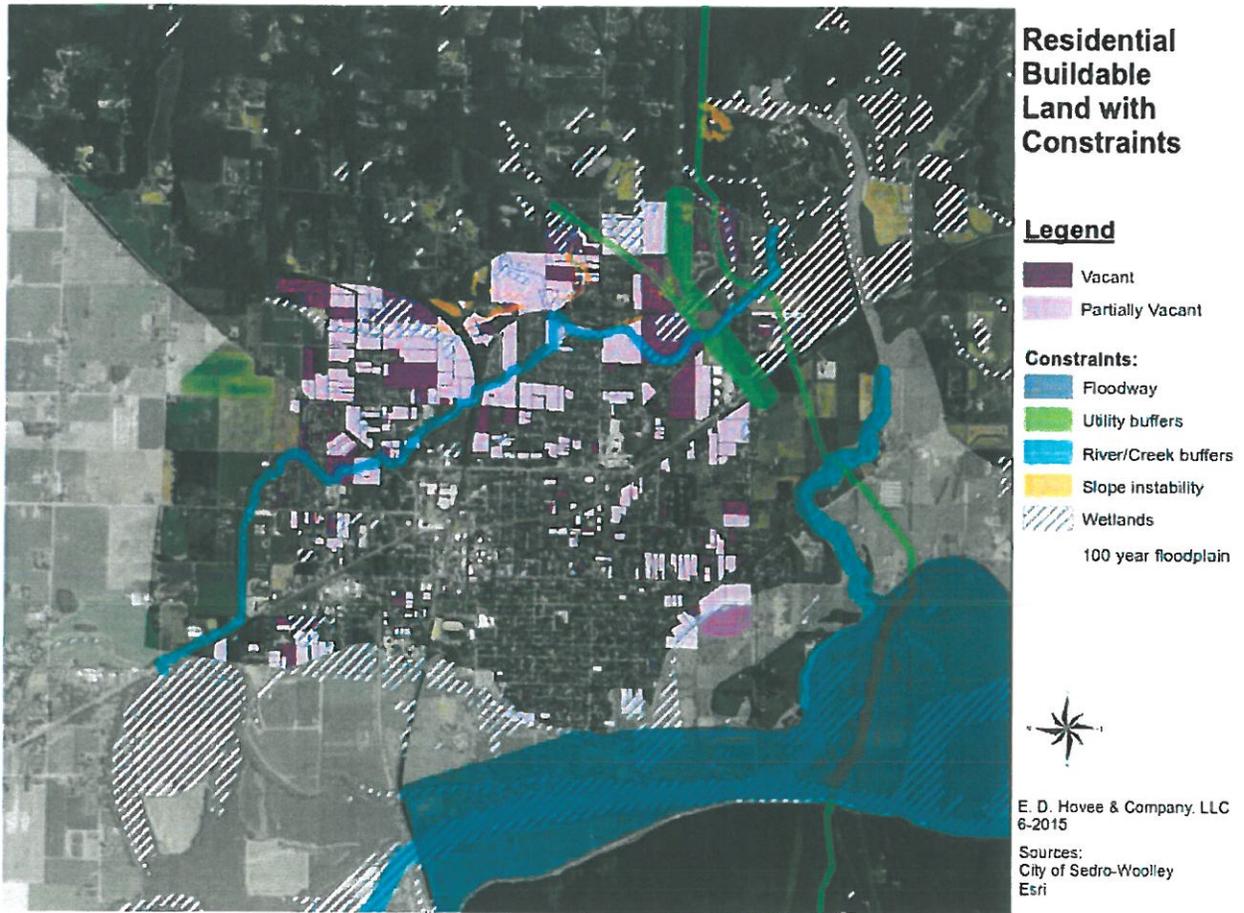
UGA Boundaries:

- Incorporated
- Unincorporated



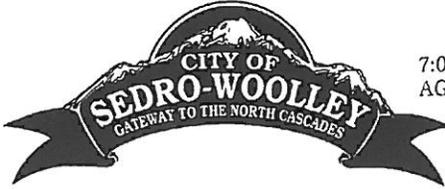
E. D. Hovee & Company, LLC
6-2015

Sources:
City of Sedro-Woolley
Esri



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016



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

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

Keith L. Wagoner
Mayor

MEMO TO: City Council
FROM: Keith Wagoner
RE: Library Partnership Concept
DATE: February 5, 2016

ISSUE: Status of Mayor's proposal for a combined City/District library.

BACKGROUND: I made my proposal to the Central Skagit Rural Partial County Library District (CSRPLD) at their public board meeting on January 21, 2016. This has generated a lot of conjecture in the community, much of it positive...and some not. I want to address the issues I have been hearing and provide for the Council my perspective and reasons for continuing to support the proposal.

1. This is only a proposal. I think it is a good proposal which can accomplish what most people envisioned from the beginning; a well-appointed modern library that capitalizes on the combined strengths of each entity and can provide better service to patrons than either the City or the District can, in a go-it-alone scenario. The District may or may not agree to move forward with my proposal, or there may be some negotiations. There **will be** a robust public process. The next step will be hearing from the District Board to see if there is preliminary interest in this proposal.

2. There are citizens who are opposed to this proposal, either in whole or in part. Some came before the Council two weeks ago and gave public comment to that effect. I can tell you that I am sympathetic to their legitimate concerns and also open to any ideas that they might propose going forward. You have all had the opportunity to examine what is *actually* written in my proposal. I have read and heard from reliable sources a litany of comments on "what it really means" or "what is really going to happen", or "what the Mayor is *really* trying to do." Much of what I have heard is pure fantasy and NOT anybody's intention to the best of my knowledge. What I meant... is what I wrote.

3. I want to address a few of the concerns I am hearing in our community:

-This is all going WAY too fast. In almost three years we went from nowhere to nowhere. In the past two months we went from nowhere to having a preliminary proposal on the table and the ability to finally sit together and have a discussion. I am proud of finally getting somewhere

after three years and would disagree that things are going “too fast.” There will be plenty of opportunity for public comment when and if we move forward.

-The S-W Library is being “given away; we won’t have a library.” Not true. My proposal is that we *partner* to gain a larger, modern library. The proposed name is the “Sedro-Woolley” Regional Library. How is a new library physically located in Sedro-Woolley equated with “no library?” How does it make any sense that a student who happens to live one inch outside the City cannot use the City Library and one who lives one inch inside the City cannot use the District Library? We got here through selfishness and the inability to separate people and personalities from goals. I left all that baggage behind with my proposal. I encourage everyone else to do the same.

-The S-W Library will be dissolved. Yes, in a way, but Sedro-Woolley residents would have primary access to the new, state-of-the-art library located here in Sedro-Woolley. The S-W Library *Board* would go away under my proposal. This is an eventuality that was recognized and expected by the S-W Library Board members themselves when they supported the formation of the District. It would make no sense to have two Boards for a combined library system.

-The City residents will not be represented or respected. First, I have proposed a Joint Advisory Committee that would make recommendations to the District Board. Second, there is no reason that City residents cannot be appointed to the District Board. County Commissioners are elected just like the Mayor. Let them know your desires. In any case, it will be OUR library and that seems to be what some people are missing.

-This proposal commits City taxpayer money year-after-year to this county entity without any City representation and amounts to “Taxation without representation”. I think I addressed the representation issue above. As for commitment, yes it commits us to exactly what we are committed to now “year-after-year” (approximately \$360,000 annually), only with far superior result.

-We will be treated as “second class citizens” and lose our assets. Unless you wear sign that says “City Resident” how would anyone know and why would anyone care to single out City people for poor treatment. This is just unfounded rhetoric. As to OUR assets, they would be safe in OUR new shared library. My proposal contains an important provision which transfers the collection back to the City in the event the partnership were to fail sometime in the future; something I do not foresee.

-The District will “never allow” the proposal to go forward. No determination of this sort has been made. The District Board has said they will examine the proposal and make a decision as to whether or not they have an interest in moving forward.

-Why build a new library when our own needs so many upgrades and repairs (like the damaged door)? Exactly! OUR new library will not have any of these issues. In the meantime, the door will be repaired as soon as the insurance and design process is completed, i.e. soon.

-The books will be: not valued, thrown out, destroyed, or “given away” to the District. This is laughable. Relocating OUR books into OUR bigger better library will provide more space for the current collection as well as all of the new books, media and other materials that patrons want to see in a new library. All libraries cull books but the more space available, the less culling is

required. No one in *any* position of authority has ever said *anything* of the sort. And even if it has been uttered, it is ridiculous to think a future library would just squander assets.

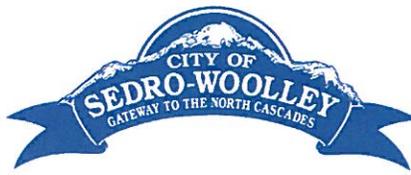
-The City library employees won't be respected under a combined scenario. Read my proposal, please. A place for OUR people in OUR library is a basic tenet of my proposal. I am committed to that position and to working to ensure employee benefits are retained.

-The Mayor/City Council want this done right away before anyone has a chance to oppose it. Certainly I want to see what I view as a thoughtful and beneficial plan come to fruition. What I did want done "right away" was getting something on the table as a starting point from which to move forward. There will be plenty of time for thoughtful discussion and public input *if* the District expresses an interest in moving forward.

4. This proposal is an elegant and fair solution that moves Sedro-Woolley's library into the future, in partnership with the library district and with a shared vision of serving the Sedro-Woolley School District community in a new, state-of-the-art library sized for the population and designed to serve all of us for generations to come. This proposal is the best use of limited taxpayer dollars and avoids unnecessary duplication and government waste. The City Council adopted the following strategic objective for 2016: Design, fund & build a new library with makers' space and STEM laboratory. This proposal is the best pathway to realizing this critical objective.

Finally, it is important to me that we all consider the economic development implications of this proposal. The Council's objective includes a STEM oriented makers' space in the new library which is fully aligned with the Sedro-Woolley STEM Network and the future of Sedro-Woolley. A new library located in our downtown core will provide revitalization for the historic downtown while also encouraging new development and new residents to choose Sedro-Woolley, particularly those people who may consider Sedro-Woolley for their new STEM careers. Make no mistake, the redevelopment of Northern State into the Sedro-Woolley Innovation for Tomorrow (SWIFT) Center, home to Janicki BioEnergy, the STEM Network, Fire Station 2, Cascade Middle School, a new library, expanding the UGA to the north, new parklands and upgrading infrastructure are all part of a coordinated effort to lift Sedro-Woolley to a brighter economic future.

RECOMMENDATION: No action requested tonight, but I would appreciate hearing from Sedro-Woolley citizens and library patrons about this proposal.



Library Partnership Concept
Proposed by Mayor Wagoner
January 21, 2016

OUTCOMES:

1. Consolidated operations between the city and CSRPLD;
2. New physical location within the city's limits, sized for the population (target minimum of 20,000 square feet), located in or near the city's historic downtown core;
3. Long-term committed partnership to serve patrons in the Sedro-Woolley School District.

MECHANISM:

Contractual agreement between the city and the CSRPLD; 20 year term (does not preclude annexation in the future).

CORE TENANTS:

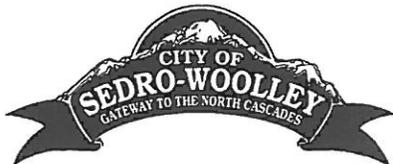
1. Mutually beneficial/partnership will produce better library services for more people than either partner could serve separately.
2. The CSRPLD will operate the library.
3. Parity in economic commitment based upon CSRPLD's actual millage rate (i.e., 2015's millage rate was \$.4980713976/\$1,000AV multiplied by the city's actual assessed valuation to equal the city's annual economic commitment which would have been \$360,005 in 2015). The city's commitment will be calculated to include the following elements:
 - a. City will own a building, remodeled and/or purpose built for the library, which will be provided for the sole use of CSRPLD. Building to meet all code requirements and jointly designed. The annualized value will be the actual principal and interests payments on councilmanic debt for a term of 20 years (i.e., \$3.0M in debt costs \$207,000/year);
 - b. The difference in capital costs and the city's annual economic commitment will be used to provide maintenance, a building major repair reserve fund and annual operating costs in priority order and proportional amounts to be agreed upon (i.e., \$207,000 + _____ for maintenance + _____ for building reserve fund + _____ operating costs = \$360,005 in 2015).
4. Existing city staff will be hired by the CSRPLD.
5. The city's existing library collection will be transferred to the CSRPLD library, along with any furniture, fixtures & equipment that could be reused.
6. In the event the CSRPLD fails, closes, relocates or terminates the agreement, the city shall receive the CSRPLD collection that is located in the city-location

library. The intent of this provision is to allow the city to reestablish a public library following a failure of the partnership for any reason.

7. CSRPLD and the city may collocate in the city's existing library following execution of this agreement and until opening day of the new main library to provide CSRPLD immediate access to a brick and mortar facility. Details regarding which party will operate the library, hours of operations, etc., during this transitional period to be determined.

8. The library will be known as the Sedro-Woolley Regional Library branded as part of the CSRPLD.

9. The city and the CSRPLD will form a joint advisory committee to consider library operations and make recommendations to the CSRPLD board; the CSRPLD board will meet at least once annually with the city council and provide a report on the prior year's operations and a plan for the following year's operations at that meeting.



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 10 2016

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

Building and Planning Departments

Sedro-Woolley Municipal Building

325 Metcalf Street

Sedro-Woolley, WA 98284

Phone (360) 855-0771

Fax (360) 855-0733

MEMO:

To: City Council
Mayor Wagoner

From: John Coleman, AICP
Planning Director

Date: February 10, 2016

Subject: Building Permit and Planning Permit Review Status

This status sheet is being provided for your review.

Please let me know if you have any questions.

John

APPLIED BUILDING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INITIAL REVIEW NOT COMPLETE

APPL.	PERMIT #	NAME	ADDRESS		REVIEW		COMMENTS
DATE			/ PARCEL #	BLDG	PLNG	ENGR	
9/9/14	2014-172	Brian Brashears	1834 SR 20	W	X	N/A	Letter to applicant to pay fees 9-19-14. Building review letter sent 9-30-14. EXPIRED 3-9-15 . Last review
3/26/15	2015-65	Pat McGinnis	405 Burrows Lane	W	W	yes	Carport and garage. Building review letter sent 8-19-15. EXPIRES 9-26-15 . Latest review letter mailed to Mr McGinnis and extension info 10-6-15.6 MONTHS EXTENSION GRANTED. EXPIRES 4-15-16.
6/26/15	2015-146	Skagit Valley Burgers	1172 SR 20	W	W	yes	new covered eating area-carport. Sent review letter 7-1-15. EXPIRES 12-26-15 .
7/6/15	2015-152	Frank Bresnan	290 W Moore St	W	W	yes	Carport. EXPIRES 1-6-16
12/1/15	2015-270	Thai Restaurant	702 Metcalf St #B	W	N/A	N/A	Waiting for plans from Alpine Fire. Inspection pending. Fees paid. [Received 12/10/15]
1/6/16	2016-005	Josephine Decker/Grandview North LLC	178 & 180 N. Township St	X	W	N/A	new duplex with waiver

APPLIED PLANNING/ ENGINEERING PERMITS

X = COMPLETE R = REVISIONS RECEIVED W = WAITING FOR RESPONSE NO ENTRY = INTIAL REVIEW NOT COMPLETE

APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
11/14/2005		05-BSP-1	Rimmer Industrial Park	P90024	W	W	Received 4 copies of a revised site lot plan 4-2-10. Sent review letter May 5, 2010.
5/26/2009	6/12/2009	SP-2-09	Ed Knorr/Bayview Survey	603,605,607 Dolly Lane	W	W	Sent Planning review letter 10-20-09. Sent email 1/12/2010.\$93.73 Publication fees owed.
5/26/2009	6/12/2009	SP-3-09	Ed Knorr/Bayview Survey	604,606, 608 Dolly Lane	W	W	Sent Planning review letter 10-20-09 Requested Rec Dwgs 11/10/09. Sent email 1/12/2010.
7/27/2010	8/12/2010	SP-1-10	Larry/Marilyn Nalbach	503 Marshall St	W	W	Sent Planning and Eng review letters and Admin Prelim Plat approval 9-28-10.\$82.50 FEES OWED ON PUBLICATION
2/26/2013	4/11/2013	2013-15 Planning	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	W	W	Four-lot short plat. Fees Paid. Notice of complte application sent 4-11-13. Commment period complete, planning and Engineering review letter sent 6-7-13. DEPOSIT TAKEN
2/26/2013	NA	2013-18 Engineering	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	NA		Engineering associated with 4 lot short plat. Fees Paid.
10/9/2013	11-27-13 (amended application)	06-SD-2/2014-16	Bob Ruby/Rubicon Development	755 Cook Rd	X	X	OLD FILE-EG-5-08. Council resolution #900-14 on 6-25-14. Notice of Decision issued 7-7-14. ALL FEES PAID 12-11-14. David sent review letter 1-13-15. Received final plans for construction. Emailed Bob to set up pre-construction meeting 3-25-15.
5/29/2014	8/8/2014	2014-94	SMVE V/T. Jones & Dukes Hill LLC	Vecchio Dr north-Portobello,north end of N Arrezo Loop	W	R	SEPA MDNS 10-10-14. Council review 10-24-15 1st read. 2nd read 12-9. Waiting for applicant to complete plat construction. OWES, HE,PUBLICATION FEES.Received lot closures for SMVE V & Plat Alteration for Phase 4-Phase 5 Info Planning and Eng review 1-19-16.To David Lee 1-19-16. Gave applicant puch-list of remining site improvements 1-19-16.
5/20/2015		2015-102	Calvery Chapel	639 Sunset Park Drive #101	W		CUP.Deposit taken in for mailings and sign 5-20-15. Planning sent request letter 8-10-15. waiting for a revised parking plan to accommodate proposed size of church.
7/24/2015	7/24/2015	2015-173	FSC Enterprises	608 Sterling St	W		BLA for two buildable lots. Sent review letter 9-21-15 - need to address the parking/garage issue.
7/24/2015		2015-174	Bob Hayden	213 N. Murdock St	R	R	Short Plat-4 lots. SEPA MDNS issued 11-25-15. appeal period over 12-9-15. Administrative Preliminary Plat approved 1-13-16. Appeal period over 1-27-16. Planning reviewing construction plans. OWES PUBLICATION FEES.

7/24/2015	NA	2015-218	Bob Hayden	213 N. Murdock St	R	R	Clear and Grade permit for short plat. Received civil plans for signatures 10-6-17. 2 sets of plan to david for review 10-7-15. Planning reviewing construction plans.
10/19/2015	1/28/2016	2015-246	Granite Holdings LLC-Short Plat	665 Cook Rd	W/R	N/A	Short Plat. Related file 2016-10(Clear & Grade Permit). App complete, Notice of Application and comment Period issued Feb 5. Comment period over Feb 19.
11/2/2015	11/25/2015	2015-259	Kim Weymouth	701 Township St	X	N/A	CUP approved for expansion of mini-storage.
1/6/2016		2016-002	Grandview Homes/Josephine Decker	174 & 176 N. Township St			Waiver for side setback and parking reg.
1/6/2016		2016-003	Grandview Homes/Josephine Decker	178 & 180 N. Township St			Waiver for side setback and parking reg.
1/11/2016		2016-10	Granite Holdings LLC-Clear and Grade Permit	665 Cook Rd	N/A		Clear and Grade Permit. Related file 2015-246.Received additional information for Planning and Engineering review 1-11-16.

FEB 10 2016



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

Overview: North Cascades Gateway Center (Former Northern State Hospital) and Collaborative Planning Efforts in Skagit County

Historical overview:

- Washington State owns approximately 225 acres in the city of Sedro-Woolley in eastern Skagit County – the site of the former Northern State Hospital, which closed in 1973.
- The property is currently managed by the state [Department of Enterprise Services](#) (DES) as [North Cascades Gateway Center](#) with 11 FTEs that work onsite to maintain the buildings and grounds.
- The state first acquired the property, along with other adjacent lands, in 1909 and subsequently constructed an occupational and treatment facility for the mentally ill.
- The 1974 Legislature directed the state Department of Public Institutions (now the state Department of Social and Health Services), which operated the facility, to transfer the hospital campus property to the state Department of General Administration (now DES).
- Another 1,000 acres was transferred to the state Department of Natural Resources (DNR); DNR later transferred the land to Skagit County for public recreational use.

Current uses:

- Approximately 675 people live and work on the campus, which is closed to the public primarily because of confidentiality and security issues tied to programmatic needs of current tenants.
- DES is the lessor for seven leases on the property. The two largest leases are: (1) Pioneer Human Services for a residential chemical dependency evaluation and treatment facility serving up to 144 persons and (2) U.S. Department of Labor for a Job Corps Center serving up to 400 residents. The Washington Military Department leases space for a maintenance facility. DNR leases space for office and storage beyond the capacity at its regional headquarters.
- In September 2015, a 16-bed mental health evaluation and treatment facility opened to help address needs identified in a state Supreme Court case about single bed certification.

Launching new partnership:

- Since the hospital closed in 1973, the community expressed frustration with the state on its underutilization of the property.
- In November 2013, DES invited a community discussion involving local government entities and approximately 25 designated representatives to explore community interests in future opportunities for the property. The collaborative planning group meets quarterly or as needed.
- DES indicated the state might consider a single proposal from the community if it met certain criteria including: Existing site commitments; stewardship and preservation; balancing risk and reasonable compensation to the state; community interests and goals; and support or approval from authorizing entities.
- Community partners involved in the collaborative planning process include:
 - City of Sedro-Woolley
 - Port of Skagit
 - Skagit County
 - Upper Skagit Tribe
 - Economic Development Association of Skagit County
 - Skagit Community Foundation
 - State Sen. Kirk Pearson and state Reps. Dan Kristiansen and Elizabeth Scott (39th District)
 - Staff representing federal elected officials
 - Washington State Department of Archaeology and Historic Preservation

- Washington State Department of Commerce
- Washington State Department of Ecology
- Washington State Department of Health
- Washington State Department of Social and Health Services
- Washington State Office of Financial Management
- Washington State Recreation and Conservation Office

Partnerships forged with the state providing funding and initial agreements approved:

- In January 2014, the City of Sedro-Woolley, Port of Skagit, and Skagit County entered into an interlocal agreement to establish a long-range vision for the property with the [Port](#) as lead agency.
- The goal of community partners is to increase regional economic opportunities, retain the historic vision, and open the campus to the public.
- The Port secured a state Department of Ecology (ECY) integrated planning grant to conduct an [adaptive re-use study](#). The Port published a final report in May 2015. The Port received additional funding from ECY to conduct further remedial investigation of the property.
- Skagit County received a state Department of Commerce grant to work on master planning, further remedial investigation, and feasibility study of the campus.
- On July 31, 2015, the Port submitted a proposal to DES for local control of campus development.
- In December 2015, DES and the Port executed an initial development lease for over half of the property along with a shared services and collaborative planning agreement.
- DES and the Port are working on options to expand leased areas and transfer the property to local control.

Janicki Bioenergy discussions:

- In February 2015, governmental entities announced early discussions with Janicki Bioenergy.
- [Janicki Bioenergy](#), located in Sedro-Woolley, seeks to develop a research and development campus at the former Northern State Hospital site for an innovative water treatment plant called the “OmniProcessor” – as well as other new sanitation technologies. An OmniProcessor converts wastewater into potable drinking water and electricity for developing countries.
- The [Bill and Melinda Gates Foundation](#) is supporting and helping fund the [project](#).

Sedro-Woolley leads land use processes:

- In late February 2015, the three local government partners adopted an amended interlocal agreement and also requested DES petition Sedro-Woolley to annex the property into city limits. Annexation is required to allow future commercial and industrial uses envisioned for the site.
- On March 19, 2015, DES sent a letter of intent to petition for annexation while also seeking legislative confirmation.
- On April 8, 2015, the Sedro-Woolley City Council voted to begin the annexation process and to prepare a subarea plan and planned action environmental impact statement related to the property.
- On August 17, 2015, DES submitted a petition for annexation to the City of Sedro-Woolley.
- On September 9, 2015, the Sedro-Woolley City Council approved annexation.
- On December 9, 2015, the Sedro-Woolley City Council approved a subarea plan and planned action environmental impact statement for the property.

Skagit County leads behavioral health planning:

- On June 26, 2015, Skagit County convened a stakeholders’ forum to begin a discussion on transitioning behavioral health services from the North Cascades Gateway Center campus.
- On October 30, 2015, Skagit County convened a community meeting on the transition of behavioral health services from the campus. Reports are expected by spring 2016.
- Local government’s interest is to transition services from the campus by June 30, 2018.

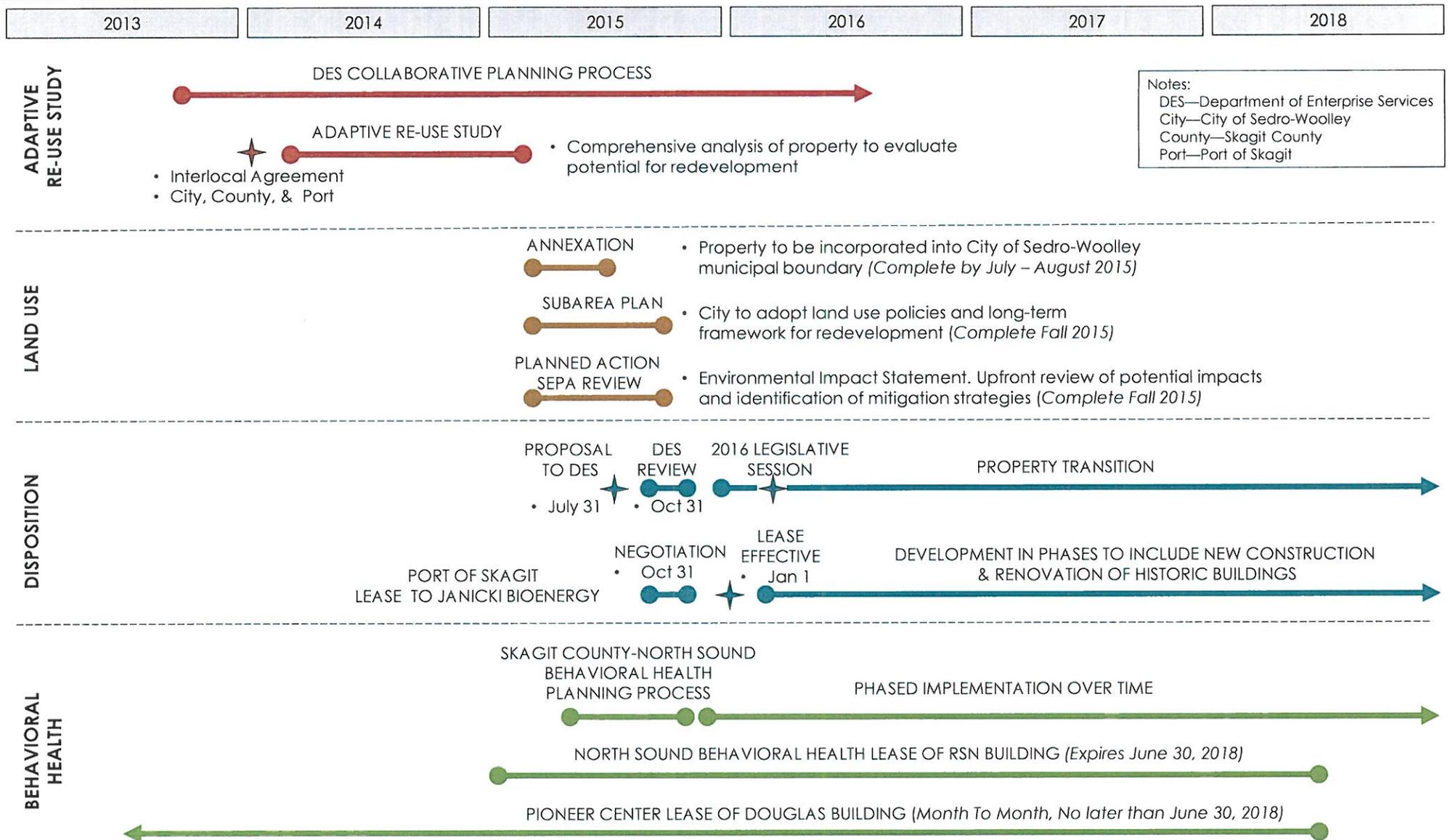
2015 legislation:

- Governor Inslee signed Substitute Senate Bill 5887 ([Chapter 99, Laws of 2015, Regular Session](#)) to allow DES to enter into leases for up to 60 years at the former Northern State Hospital site.
- DES and local government requested a capital budget proviso to confirm authority of the DES director to petition for annexation to the city of Sedro-Woolley. The state capital budget for the 2015-17 biennium confirmed authority of the DES director to petition for annexation after consultation with the state Office of Financial Management and upon determination annexation is in the interests of the state.

2016 legislation:

- DES and local government requested an operating budget proviso to grant authority to the DES director to transfer the former Northern State Hospital site to the Port of Skagit upon the director's determination the transfer is appropriate and in furtherance of the interests of the state. The DES director is required to consult with the state Office of Financial Management prior to making such determination. The transfer is not subject to requirements of RCW 43.09.210.

NORTHERN STATE CAMPUS PLANNING PROCESS / TRANSITION TIMELINE

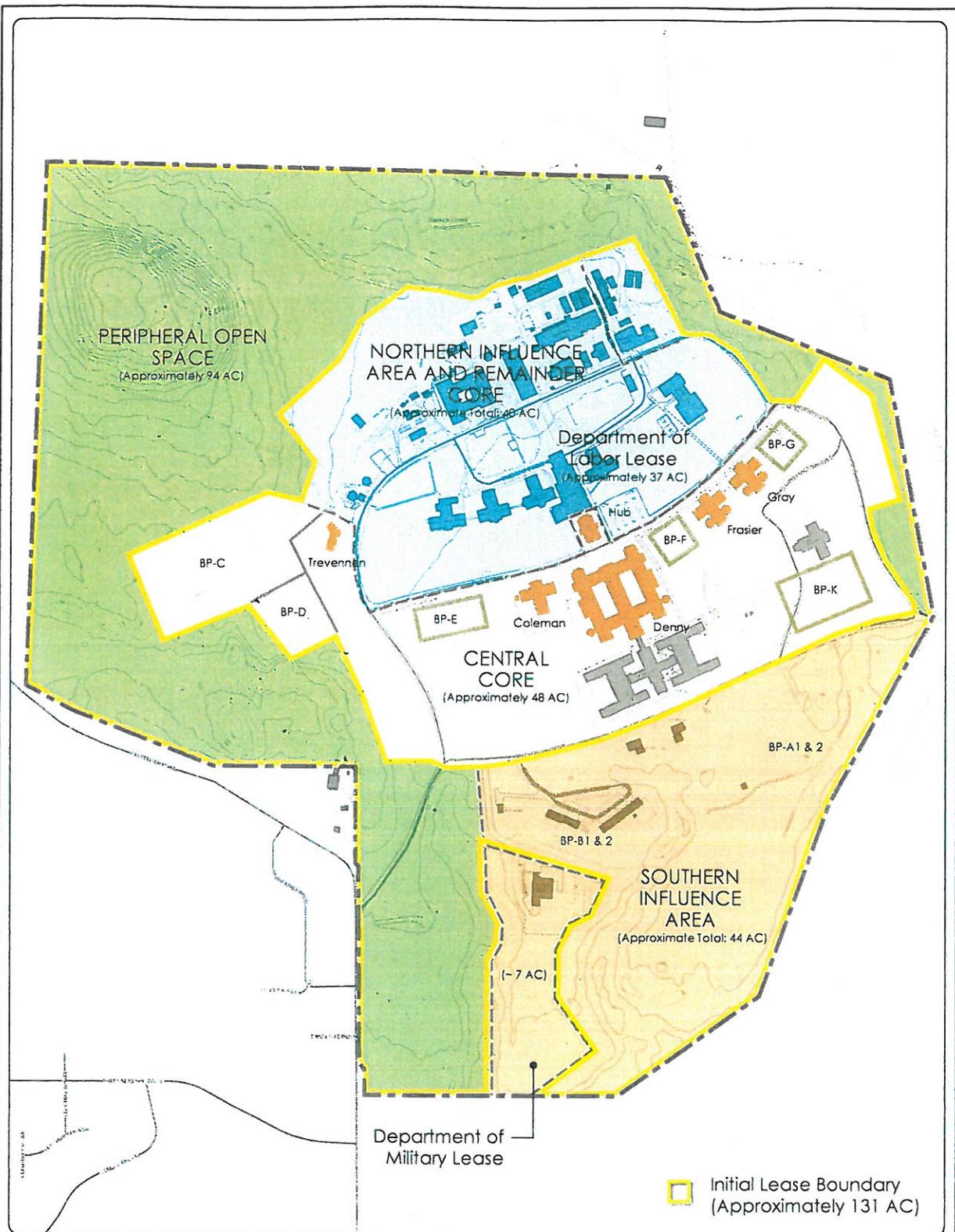


Notes:
 DES—Department of Enterprise Services
 City—City of Sedro-Woolley
 County—Skagit County
 Port—Port of Skagit

AERIAL OVERVIEW

Northern State Site - Sedro-Woolley, Washington





**Exhibit A
Lease Areas**

Port of Skagit
Sedro-Woolley, Washington

FEB 10 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 16

Dear Sedro-Woolley City
Council-



Thank you for your

service to our community. I know
it takes a lot of planning and
dedication + sometimes I don't
think you get the credit that you
rightfully deserve.

With best wishes,
Matt Desvoignes