

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL AGENDA**

**July 27, 2016**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....4-37

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
  - Claim Checks #184214 to #184215 in the amount of \$37,239.46
  - Claim Checks #184216 to #184316 plus EFT's in the amount of \$1,200,414.56
  - Payroll Checks #58980 to #58993 plus EFT's in the amount of \$277,064.39
- d. Possible Bid Award – Agreement No. 2016-PW-21 – Riverfront Park Septic Construction Project – P&P Excavating LLC
- e. Possible Bid Award – Agreement No. 2016-PW-22 – 2016 Winnie Houser Playfield Fencing Project – Up-Rite Fence & Construction LLC
- 4. Public Comment.....38

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- 5. Presentations - Helping Hands Food Bank & Woolley Food Forest Association
- 6. Helping Hands Food Bank..... 39-55
  - i. Lease agreement between City of Sedro-Woolley and Helping Hands Food Bank
  - ii. Letter of support to Commerce for grant funding to assist Helping Hands Food Bank
  - iii. Resolution transferring interfund loan from Cemetery to General Fund for debt related to Helping Hands Food Bank leased land

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

- 7. July 25, 2016 Library Meeting Debrief
- 8. Written Reports to Council.....56-60

**EXECUTIVE SESSION**

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

**Next Meeting:**

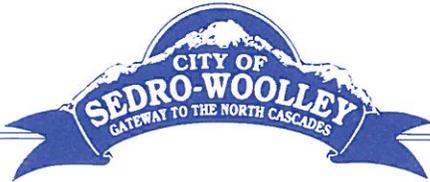
**August 10, 2016 Council Meeting  
Council Chambers  
7:00 PM**

**COMMITTEE ASSIGNMENTS  
2016**

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

JUL 27 2016

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



DATE: July 27, 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 July 27, 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.

JUL 27 2016

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
July 13, 2016 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Keith Wagoner; Councilmembers: Judith Dunn Lee, Germaine Kornegay, Brenda Kinzer, Julia Johnson, Chuck Owen and Rick Lemley. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

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

Moment of Silence

Mayor Wagoner requested a moment of silence to honor dead and injured officers and those that died needlessly in the recent months.

Pledge of Allegiance

Councilmember Kinzer moved to excuse Councilmember Sandstrom's absence. Seconded by Councilmember Lemley. Motion carried 6-0).

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #184099 to #184213 in the amount of \$256,095.18
  - Payroll Checks #58963 to #58979 plus EFT's in the amount of \$295,103.22
- Planning Commissioner Appointment – Joe Franett

Councilmember Dunn Lee moved to approve the consent calendar items A through D. Seconded by Councilmember Kornegay. Motion carried (6-0).

Public Comment

Randy Good – 35482 SR20, commented on his concern on the public records he submitted at the last meeting. He also addressed project 29 on the Transportation Improvement Project and differences in the quit claim deed and chain of ownership, leaving project 29 with a clouded title.

Helge Andersson -- 928 Beachley Rd. requested a correction in Mayor Wagoner's statement of being "repeat customers" to "repeat citizens". He addressed the Council noting they are not here because they like it but because nobody is hearing what is being said. He would also like to rename the Mayor's proposal to the Mayor's Ultimatum.

Loretta Saarinin – 821 Park Cottage Place, read a statement with information on Representative John Lewis and his action to bring a blocked piece of legislation to the floor of congress to a vote. She questioned why citizen’s concerns have not been addressed as well as why the urgency to provide service to people outside the city limits and questioned what other forces maybe driving the library proposal. She stated government is to serve the citizens and recommended Council read Representative Lewis’ book The March, available in the library.

Troy Erwin – 124 N. Reed St. – commented this is the nicest community he ever lived in. He also spoke of the positive experiences with the police department and stated he likes the library as it is and uses it a great deal.

Dorothy DeFremery – 316 Garden of Eden Rd., addressed the hostility that is being heard with the library proposal and hopes for an agreement to be reached. She requested the Council to use whatever influence they have to allow adequate time for a question and answer period, where every one will hear the same thing at the same time at the upcoming meeting. She also requested comments be recorded and documented, both the question and answer and be made available to the public.

## **PUBLIC HEARING**

## **UNFINISHED BUSINESS**

### Possible Adoption by Resolution of the Six-Year Transportation Improvement Program (TIP) 2017-2022

Public Works Director Freiburger introduced the second read for the Six Year Transportation Improvement Program. He offered to entertain any questions Council may have.

Councilmember Lemley moved to approve Resolution No. 944-16 A Resolution Adopting the 2017-2022 Transportation Improvement Plan. Seconded by Councilmember Owen. Motion carried (6-0).

### 2016 Transportation Impact Fee Update

Public Works Director Freiburger reviewed the second read on the 2016 Transportation Impact Fee Update and entertained any questions from Council.

Councilmember Dunn Lee moved to approve Ordinance No. 1852-16 Amending SWMC Sections 15.60.060 to Increase the Amount of the Transportation Impact Fees and to Updated the Methodology Utilized to Calculate said fees. Seconded by Councilmember Owen. Motion carried (6-0).

## NEW BUSINESS

### City Approval of Supplemental Agreement 1 to Local Agency Agreement(s) 8689 and 8760 with WSDOT for Construction Phase Federal Funding Obligation for the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 and Phase 1B Hodgkin Road to Trail Road

Public Works Director Freiberger reviewed the SR20/Cascade Trail project providing details regarding funding, noting the traffic control within the project is greater than anticipated. He reviewed replacement of the traffic signal at Trail Road and how to fund the increase. Freiberger requested ratification of Mayor Pro Tem Kinzer's signature on the supplemental agreement #1 noting there are sufficient funds to move forward.

Councilmember Kornegay moved to ratify Mayor Pro Tem Kinzer's signing of Supplemental Agreement(s) 1 and updated Prospectus for the Local Agency Agreements between the City of Sedro-Woolley and the Washington State Department of Transportation for the construction phase of the SR20/Cascade Trail West Extension Phase 1A Trail Road to SR9 South and Phase 1B Hodgkin Road to Trail Road, totaling \$1,124,218, including total city match funds of \$388,760. Councilmember Lemley seconded. Motion carried (6-0).

### Skagit County Parks Request for RCO Grant Letter of Support for the Centennial Trail Phase 1 Project

Public Works Director Freiberger reviewed a request from Bryan Adams of the Skagit County Parks Department for a letter of support for an RCO Grant for the Centennial Trail Phase 1 Project. Freiberger reminded Council of previous comments regarding land transfer and clouded titles addressed along the area of the proposed project. He noted staff is supportive of the concept and requested guidance of how to proceed.

No concerns were raised by Council and the consensus was to authorize the requested RCO Grant Letter of Support for the Centennial Trail Phase 1 Project.

### Late Material Item – Request for Manual Check

City Supervisor/Attorney Berg reviewed a late materials item of a request for a manual check #184214 payable to USPS in the amount of \$1,174.90 for mailing of the July issue of the City Scene magazine.

Councilmember Kornegay moved to authorize the issuance of manual check #184214 payable to USPS in the amount of \$1,174.90. Seconded by Councilmember Lemley. Motion carried (6-0).

## COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Written Reports to Council  
Informational Items  
2016 Budget

Police Chief Tucker – reported on a “United We Stand” ceremony held in Burlington sponsored by Christ the King Church. He said it was a very touching ceremony to support local law enforcement. He also addressed the tokens of support the Department has received. Chief Tucker reported on a busy weekend with an uptake in gang tagging noting this has been a County wide trend. A report of the Public Safety Guild cleanup of Officer Carl Strom’s grave at the cemetery was given. The guild has commissioned with a local artist for a custom bench in memory of Carl Strom to be place outside the Police Department. Skate board park activity was also discussed.

Fire Chief Klinger – reported on a quiet 4<sup>th</sup> of July. The new fire engine has arrived and he invited everyone out to take a look after the meeting. He noted he hopes for it to be in service by the first of August. Chief Klinger reported on issues with one of the ambulances that he is working on and on the upcoming annual hydrant maintenance.

Planning Director Coleman – noted on June 30<sup>th</sup> the Skagit County Commissioners approved the 2016 comp plan updates. Part of the approval was the expansion of the City’s UGA with the caveat of having to provide a sewer plan by June, 2018 or prior to annexation. He also reported that the Building and Planning Departments have been very busy.

Public Works Director Freiburger – presented project updates on the Jameson St. Arterial, Ferry Street overlay and the bid process for the Cascade Trail. He also reported on the receipt of an Economic Development Grant award in the amount of \$400,000 to be used as TIB match for the Fruitdale Road project. He is gearing up for the Sewer Comprehensive Plan update and the 2017 budget process.

City Supervisor/Attorney Berg – reported on some pending projects with the Houser Park fencing and the Riverfront Park Caretaker residence. The Helping Hands Food Bank will be presenting a full presentation at the next meeting on their plans for a new food bank. After the presentation there may be action requested. He also reported the Department of Commerce grant application is due at the end of month.

Mayor Wagoner asked for clarification of a lease vs. purchase of land for Helping Hands Food Bank.

Finance Director Nelson – reported receiving positive comments regarding the new online bill pay and processing of bank generated checks. She also pointed out at the end of the Council packet a copy of the 2016 budget, noting this is a narrative budget and very user friendly.

Councilmember Johnson – reported on the rules committee meeting. She stated the Council procedures have not been revised since 1994. They plan to pull samples from several cities and work on procedures that will work for the present Council.

Councilmember Dunn Lee – reported on a crack that has become a hole in the 700 block of Cook Road.

Councilmember Kornegay – announced she will not be at the next meeting nor will she be at the Library meeting as she will be in Philadelphia.

Councilmember Kinzer – gave a thank you to Chief Tucker and the officers. She also reported of explosions of left over fireworks. Kinzer addressed the audience and wanted them to know that they are being heard and the comments considered.

Councilmember Kornegay – requested documentation on the July 25<sup>th</sup> special meeting.

Councilmember Johnson – commended the staff and the work that goes into the 4<sup>th</sup> of July celebration and what a great job they did. Johnson also concurred with Councilmember Kinzer that the comments are being heard and they want to do what is best for the community.

Councilmember Owen – spoke about the food bank and the tremendous service it provides for people who need it. He noted it will be a beautiful building and will be laid out as a supermarket. Owen also commented on the Police Chief and the Department who do a great job.

Councilmember Lemley – noted kudos to city staff and stated the 4<sup>th</sup> of July is a big event with lots of people to put it on to make it what it is. He said it is a small town doing big stuff.

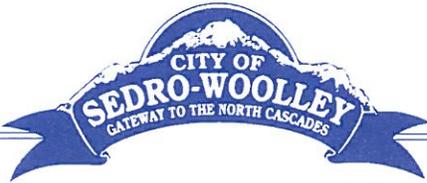
Mayor Wagoner – announced it was good to be home again after dropping his son off at the United States Naval Academy and visiting his daughter at Cornell University.

Councilmember Lemley moved to adjourn. Councilmember Owen seconded. Motion carried (6-0).

The meeting adjourned at 8:01 P.M.

JUL 27 2016

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



DATE: July 27, 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 July 27, 2016.

Motion to approve Claim Checks #184214 to #184215 in the amount of \$37,239.46.

Motion to approve Claim Checks #184216 to #184316 plus EFT's in the amount of \$1,200,414.56.

Motion to approve Payroll Checks #58980 to #58993 plus EFT's in the amount of \$277,064.39.

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

07/27/2016 To: 07/27/2016

Time: 11:21:10 Date: 07/22/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>5433</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank -- Purchase Cards</b>	<b>6,720.23</b>	
					621 - 389 50 00 000 - Unapplied Cash - Suspense	-103.44	
					001 - 517 90 49 003 - Employee Wellness (supplies)	732.84	
					001 - 518 80 31 001 - Repair & Maintenance Sup	52.68	
					001 - 521 20 26 000 - Uniforms/Accessories	168.61	
					001 - 521 20 31 010 - Printing/Publications	98.29	
					001 - 521 20 31 010 - Printing/Publications	14.98	
					001 - 521 20 32 000 - Auto Fuel	242.18	
					001 - 521 40 43 000 - Travel	790.08	
					001 - 521 40 43 000 - Travel	397.80	
					001 - 522 20 31 000 - Operating Supplies	86.79	
					401 - 535 80 43 000 - Meals/Travel	13.00	
					102 - 536 20 49 020 - Miscellaneous	250.00	
					412 - 537 80 31 000 - Operating Supplies	19.94	
					412 - 537 80 31 000 - Operating Supplies	284.64	
					103 - 542 30 31 000 - Operating Supplies	254.95	
					103 - 542 30 49 030 - Misc-Tuition/Registration	18.19	
					105 - 572 20 31 010 - Supplies	96.29	
					105 - 572 20 34 000 - Summer Reading Program	147.97	
					105 - 572 20 34 001 - Early Literacy Program	73.87	
					105 - 572 20 43 000 - Travel	66.60	
					105 - 572 20 49 010 - Tuition/registration	20.00	
					105 - 572 20 49 010 - Tuition/registration	15.00	
					101 - 576 80 28 000 - Employee Wellness	400.00	
					101 - 576 80 48 006 - Memorial Park	850.00	
					101 - 576 80 48 019 - Skatepark	91.12	
					501 - 594 21 64 501 - Vehicles - Police	487.17	
					105 - 594 72 64 000 - Books & Materials	395.06	
					105 - 594 72 64 000 - Books & Materials	548.74	
<b>5434</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>US Bank St. Paul CM-9690</b>	<b>413,500.00</b>	
					407 - 591 35 72 001 - Bond Principal	385,000.00	
					230 - 592 21 83 230 - Bond Interest-GO Bonds	4,600.00	
					407 - 592 35 83 407 - Bond Interest	23,900.00	
<b>5435</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA State Dept Of Revenue</b>	<b>12,175.24</b>	
					001 - 511 60 31 000 - Supplies	3.14	
					401 - 535 80 44 010 - Taxes & Assessments	5,204.10	
					102 - 536 20 44 010 - Taxes And Assessments	362.02	
					412 - 537 80 44 001 - Taxes & Assessments	6,034.83	
					103 - 542 64 31 000 - Operating Supplies	27.87	
					105 - 572 20 44 010 - Taxes & Assessments	6.57	
					101 - 576 80 44 010 - Taxes And Assessments	136.39	
					101 - 576 80 48 000 - Repairs/Maintenance	28.96	
					501 - 594 21 64 501 - Vehicles - Police	349.98	
					001 - 595 10 31 000 - Supplies	17.85	
					102 - 595 30 63 000 - Roadway Repairs	3.53	
<b>5436</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184216</b>	<b>A-1 Mobile Lock &amp; Key</b>	<b>162.75</b>	
					101 - 576 80 48 015 - Library	162.75	
<b>5437</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184217</b>	<b>ATV Signs</b>	<b>4,496.24</b>	
					412 - 537 80 31 000 - Operating Supplies	3,906.00	
					412 - 537 80 31 000 - Operating Supplies	520.80	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	69.44	
<b>5438</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184218</b>	<b>All-Phase Electric</b>	<b>1,109.50</b>	
					103 - 542 63 48 000 - Repairs/Maintenance	525.94	
					101 - 576 80 48 020 - Resource Conservation	583.56	
<b>5439</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184219</b>	<b>Applied Industrial Tech</b>	<b>798.09</b>	
					401 - 535 50 48 050 - Maint Of General Equip	798.09	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/27/2016 To: 07/27/2016

Time: 11:21:10 Date: 07/22/2016

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5440	07/27/2016	Claims	2	184220	Aragon, Eva	173.28	Refund inactive customer credit balance
					001 - 316 49 31 000 - Utility Tax On Stormwater	0.43	
					001 - 316 49 35 000 - Utility Tax On Sewer	4.31	
					001 - 316 49 37 000 - Utility Tax On Solid Waste	2.79	
					425 - 343 10 00 000 - Stormwater Fees	-12.48	
					401 - 343 50 00 000 - Sewer Service Charges	-126.57	
					412 - 343 70 00 000 - Garbage/Solid Waste Fees	-54.35	
					412 - 343 72 00 001 - Curbside Yard Waste Fees	8.94	
					412 - 343 73 00 000 - Curbside Recycling Fee	2.65	
					412 - 343 75 00 000 - Fuel Surcharge	1.00	
5441	07/27/2016	Claims	2	184221	Eva Aragon	46.72	
					001 - 316 49 35 000 - Utility Tax On Sewer	-3.26	
					401 - 343 50 00 000 - Sewer Service Charges	-43.46	
5442	07/27/2016	Claims	2	184222	Aramark Uniform Services	50.46	
					401 - 535 80 49 000 - Laundry	13.60	
					401 - 535 80 49 000 - Laundry	13.60	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					102 - 536 20 49 030 - Misc-laundry	1.04	
					103 - 542 30 49 000 - Misc-Laundry	10.59	
					103 - 542 30 49 000 - Misc-Laundry	10.59	
5443	07/27/2016	Claims	2	184223	Assoc Petroleum Products	3,037.36	
					001 - 518 20 32 000 - Auto Fuel	82.54	
					001 - 523 20 32 000 - Auto Fuel	16.18	
					001 - 523 20 32 000 - Auto Fuel	44.73	
					401 - 535 80 32 000 - Auto Fuel/Diesel	66.34	
					401 - 535 80 32 000 - Auto Fuel/Diesel	50.52	
					401 - 535 80 32 000 - Auto Fuel/Diesel	141.63	
					401 - 535 80 32 000 - Auto Fuel/Diesel	63.66	
					102 - 536 20 32 000 - Auto Fuel/Diesel	15.34	
					412 - 537 80 32 000 - Auto Fuel/Diesel	953.66	
					412 - 537 80 32 000 - Auto Fuel/Diesel	992.15	
					103 - 542 30 32 000 - Auto Fuel/Diesel	83.47	
					103 - 542 30 32 000 - Auto Fuel/Diesel	218.35	
					103 - 542 30 32 000 - Auto Fuel/Diesel	122.43	
					101 - 576 80 32 000 - Auto Fuel/Diesel	127.60	
					101 - 576 80 32 000 - Auto Fuel/Diesel	58.76	
5444	07/27/2016	Claims	2	184224	Association Of WA Cities	3,421.38	
					001 - 521 20 27 000 - Retired Medical	3,421.38	
5445	07/27/2016	Claims	2	184225	BNSF Railway Co	2,122.03	
					104 - 595 30 63 033 - Const-Ferry/Township Overla	2,122.03	
5446	07/27/2016	Claims	2	184226	Bay City Supply	413.85	
					412 - 537 80 31 000 - Operating Supplies	224.45	
					101 - 576 80 48 001 - Riverfront	189.40	
5447	07/27/2016	Claims	2	184227	Dr, Paul Bergman	76.00	
					001 - 521 20 27 000 - Retired Medical	76.00	
5448	07/27/2016	Claims	2	184228	Bias Software	2,670.00	
					001 - 594 14 64 000 - Machinery & Equipment	2,670.00	
5449	07/27/2016	Claims	2	184229	Bioscience Inc	1,150.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,150.00	
5450	07/27/2016	Claims	2	184230	Bonner Electrical Contracting LLC	3,103.75	
					401 - 535 50 48 050 - Maint Of General Equip	525.14	
					401 - 535 50 48 050 - Maint Of General Equip	539.46	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

07/27/2016 To: 07/27/2016

Time: 11:21:10 Date: 07/22/2016

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 020		Resource Conservation	2,039.15	
<b>5451</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184231</b>	<b>Boulder Park Inc</b>		<b>3,234.30</b>
			401 - 535 80 35 020		Solids Handling	3,234.30	
<b>5452</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184232</b>	<b>Carl's Towing Inc</b>		<b>108.50</b>
			001 - 521 20 41 001		Professional Services	108.50	
<b>5453</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184233</b>	<b>Chemsearch</b>		<b>109.43</b>
			401 - 535 50 48 050		Maint Of General Equip	109.43	
<b>5454</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184234</b>	<b>Cities Insurance Assoc</b>		<b>705.99</b>
			001 - 522 50 46 000		Insurance	705.99	
<b>5455</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184235</b>	<b>Code Publishing Inc</b>		<b>473.12</b>
			001 - 511 30 34 000		Code Book	298.81	
			001 - 511 30 34 000		Code Book	174.31	
<b>5456</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184236</b>	<b>Crystal Springs</b>		<b>31.14</b>
			401 - 535 80 31 010		Operating Supplies	31.14	
<b>5457</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184237</b>	<b>Databar</b>		<b>2,292.80</b>
			425 - 531 50 42 010		Postage	91.71	
			401 - 535 80 42 015		Postage	1,490.32	
			412 - 537 80 42 010		Postage	710.77	
<b>5458</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184238</b>	<b>Drain Doctor</b>		<b>1,196.51</b>
			401 - 594 35 63 010		Other Improvements	1,196.51	
<b>5459</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184239</b>	<b>Dwayne Lane's North Cascade Ford</b>		<b>1,149.26</b>
			001 - 521 20 48 010		Repair & Maint - Auto	733.67	
			412 - 537 50 48 000		Repairs/maint-equip	415.59	
<b>5460</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184240</b>	<b>E &amp; E Lumber</b>		<b>389.86</b>
			102 - 536 20 31 010		Operating Supplies	8.14	
			412 - 537 80 31 000		Operating Supplies	40.74	
			103 - 542 30 31 000		Operating Supplies	12.20	
			101 - 576 80 48 001		Riverfront	155.60	
			101 - 576 80 48 007		Bingham Park	40.69	
			101 - 576 80 48 016		City Hall	96.19	
			101 - 576 80 48 016		City Hall	36.30	
<b>5461</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184241</b>	<b>Edge Analytical Inc</b>		<b>139.00</b>
			401 - 535 80 41 000		Professional Services	139.00	
<b>5462</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184242</b>	<b>Enterprise Office Systems</b>		<b>317.15</b>
			001 - 512 50 31 000		Supplies	20.28	
			001 - 512 50 31 000		Supplies	112.80	
			001 - 514 23 31 000		Supplies	184.07	
<b>5463</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184243</b>	<b>FEI</b>		<b>27.08</b>
			001 - 522 50 48 010		Repairs/Maint-Dorm	27.08	
<b>5464</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184244</b>	<b>Fastenal Company</b>		<b>446.68</b>
			401 - 535 50 48 050		Maint Of General Equip	108.92	
			412 - 537 80 31 000		Operating Supplies	57.75	
			412 - 537 80 31 000		Operating Supplies	280.01	
<b>5465</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184245</b>	<b>Frontier</b>		<b>804.32</b>
			001 - 512 50 42 020		Telephone	43.02	
			001 - 513 10 42 020		Telephone	64.53	
			001 - 514 23 42 020		Telephone	64.53	
			001 - 515 30 42 001		Telephone	28.68	
			001 - 518 80 42 020		Telephone	21.51	

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					001 - 521 20 42 020 - Telephone	215.22	
					001 - 522 20 42 020 - Telephone	78.87	
					001 - 524 20 42 020 - Telephone	21.51	
					401 - 535 80 42 020 - Telephone	57.36	
					412 - 537 80 42 020 - Telephone	28.68	
					103 - 542 30 42 020 - Telephone	7.17	
					001 - 558 60 42 020 - Telephone	21.51	
					105 - 572 20 42 020 - Telephone	35.85	
					101 - 576 80 42 020 - Telephone	14.34	
					101 - 576 80 47 010 - Community Center	51.35	
					001 - 595 10 42 020 - Telephone	50.19	
<b>5466</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184246</b>	<b>Gall's LLC</b>		<b>65.06</b>
					001 - 521 20 26 000 - Uniforms/Accessories	65.06	
<b>5467</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184247</b>	<b>Great America Financial Svcs</b>		<b>125.69</b>
					105 - 572 20 48 020 - Repair/Maintenance-Equip	125.69	
<b>5468</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184248</b>	<b>HB Jaeger Co LLC</b>		<b>236.92</b>
					101 - 576 80 48 001 - Riverfront	236.92	
<b>5469</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184249</b>	<b>Jason Harris</b>		<b>97.64</b>
					001 - 521 20 31 002 - Office/Operating Supplies	97.64	
<b>5470</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184250</b>	<b>Patrick Hayden</b>		<b>3,000.00</b>
					001 - 515 30 41 001 - Prosecuting Attorney	3,000.00	
<b>5471</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184251</b>	<b>Glenn Hoff</b>		<b>110.50</b>
					001 - 515 93 41 001 - Indigent Defense Conflict Coi	59.50	
					001 - 515 93 41 001 - Indigent Defense Conflict Coi	51.00	
<b>5472</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184252</b>	<b>Humane Society Of Skagit</b>		<b>132.00</b>
					001 - 521 20 41 021 - Humane Society	132.00	
<b>5473</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184253</b>	<b>Ingram Library Services</b>		<b>338.13</b>
					105 - 594 72 64 000 - Books & Materials	217.65	
					105 - 594 72 64 000 - Books & Materials	38.27	
					105 - 594 72 64 000 - Books & Materials	52.94	
					105 - 594 72 64 000 - Books & Materials	3.52	
					105 - 594 72 64 000 - Books & Materials	25.75	
<b>5474</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184254</b>	<b>KCDA Purchasing Cooperative</b>		<b>427.49</b>
					001 - 594 12 64 000 - Office Equipment	427.49	
<b>5475</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184255</b>	<b>Kroesen's Inc</b>		<b>111.76</b>
					001 - 522 20 26 000 - Uniforms	111.76	
<b>5476</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184256</b>	<b>Lakeside Industries</b>		<b>4,481.55</b>
					103 - 542 30 48 003 - Asphalt Materials	491.93	
					103 - 595 30 63 020 - Contracted Overlay	253.89	
					103 - 595 30 63 020 - Contracted Overlay	1,380.03	
					103 - 595 30 63 020 - Contracted Overlay	2,099.30	
					104 - 595 30 63 040 - Const-Jameson/SR9	256.40	
<b>5477</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184257</b>	<b>Lithtex NW</b>		<b>215.53</b>
					001 - 512 50 31 000 - Supplies	215.53	
<b>5478</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184258</b>	<b>Loggers And Contractors</b>		<b>605.43</b>
					412 - 537 80 31 000 - Operating Supplies	605.43	
<b>5479</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184259</b>	<b>Mallory Safety &amp; Supply LLC</b>		<b>199.07</b>
					401 - 535 80 35 010 - Safety Equipment	199.07	
<b>5480</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184260</b>	<b>William R McCann</b>		<b>3,500.00</b>
					001 - 515 93 41 000 - Indigent Defender	3,500.00	

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5481	07/27/2016	Claims	2	184261	Menke Jackson Beyer, LLP	68.00	
					001 - 515 30 41 000 - Professional Services	68.00	
5482	07/27/2016	Claims	2	184262	Motor Trucks Inc	11.66	
					412 - 537 50 48 000 - Repairs/maint-equip	11.66	
5483	07/27/2016	Claims	2	184263	Norco	21.40	
					001 - 522 20 31 000 - Operating Supplies	21.40	
5484	07/27/2016	Claims	2	184264	North Hill Resources Inc	1,445.00	
					412 - 537 60 47 020 - Site Yard Waste Disposal	1,445.00	
5485	07/27/2016	Claims	2	184265	Northstar Chemical Inc	1,777.23	
					401 - 535 80 35 020 - Solids Handling	1,777.23	
5486	07/27/2016	Claims	2	184266	Oasys	1,716.85	
					001 - 524 20 31 000 - Off/Oper Supps & Books	418.36	
					001 - 558 60 31 000 - Supplies/Books	418.36	
					001 - 595 10 31 000 - Supplies	418.36	
					104 - 595 30 63 033 - Const-Ferry/Township Overla	100.00	
					104 - 595 30 63 040 - Const-Jameson/SR9	361.77	
5487	07/27/2016	Claims	2	184267	Owen Equipment Company	303.70	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	303.70	
5488	07/27/2016	Claims	2	184268	Partsmaster	224.45	
					401 - 535 80 31 010 - Operating Supplies	224.45	
5489	07/27/2016	Claims	2	184269	PeaceHealth Laboratories	40.00	
					001 - 521 20 41 001 - Professional Services	40.00	
5490	07/27/2016	Claims	2	184270	Peters Towing LLC	217.00	
					112 - 515 30 47 000 - Disposal Costs	217.00	
5491	07/27/2016	Claims	2	184271	Petty Cash-Debra Peterson	86.13	
					105 - 572 20 31 010 - Supplies	15.35	
					105 - 572 20 34 000 - Summer Reading Program	70.78	
5492	07/27/2016	Claims	2	184272	Pitman, Orin	88.54	Refund inactive customer credit balance
					425 - 343 10 00 000 - Stormwater Fees	-6.26	
					401 - 343 50 00 000 - Sewer Service Charges	-63.47	
					412 - 343 70 00 000 - Garbage/Solid Waste Fees	-18.80	
					412 - 343 74 00 000 - Equipment Rental	-0.01	
5493	07/27/2016	Claims	2	184273	Public Safety Testing	200.00	
					001 - 521 20 41 001 - Professional Services	200.00	
5494	07/27/2016	Claims	2	184274	Public Utility Dis No1	2,529.20	
					001 - 521 20 47 000 - Public Utilities	25.88	
					401 - 535 80 47 000 - Public Utilities	263.11	
					102 - 536 20 47 000 - Public Utilities	46.56	
					412 - 537 80 47 000 - Public Utilities	54.21	
					103 - 542 63 47 000 - Public Utilities	74.90	
					105 - 572 20 47 000 - Public Utilities	42.43	
					101 - 576 80 47 000 - Riverfront	414.18	
					101 - 576 80 47 010 - Community Center	184.15	
					101 - 576 80 47 020 - Senior Center	319.90	
					101 - 576 80 47 040 - Train	25.88	
					101 - 576 80 47 050 - Hammer Square	174.19	
					101 - 576 80 47 051 - Bingham / Memorial	99.72	
					101 - 576 80 47 053 - Other Utilities	153.51	
					101 - 576 80 47 070 - City Hall	650.58	
5495	07/27/2016	Claims	2	184275	Puget Sound Energy	7,449.32	

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			103 - 542 63 47 000		Public Utilities	7,449.32	
<b>5496</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184276</b>	<b>Robert L. Pyritz</b>	<b>708.00</b>	
			104 - 595 30 63 040		Const-Jameson/SR9	708.00	
<b>5497</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184277</b>	<b>Rene's World</b>	<b>78.12</b>	
			105 - 572 20 31 010		Supplies	78.12	
<b>5498</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184278</b>	<b>SHKS Architects</b>	<b>5,161.20</b>	
			001 - 513 10 41 001		Professional Services	5,161.20	
<b>5499</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184279</b>	<b>SRV Construction Inc</b>	<b>519,544.81</b>	
			104 - 595 30 63 040		Const-Jameson/SR9	519,544.81	
<b>5500</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184280</b>	<b>School Library Journal</b>	<b>136.99</b>	
			105 - 594 72 64 000		Books & Materials	136.99	
<b>5501</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184281</b>	<b>Sedro-Woolley Auto Parts</b>	<b>298.22</b>	
			401 - 535 50 48 040		Maintenance Of Vehicles	5.14	
			401 - 535 80 31 010		Operating Supplies	7.80	
			102 - 536 20 31 010		Operating Supplies	40.72	
			102 - 536 20 31 010		Operating Supplies	58.77	
			412 - 537 50 48 000		Repairs/maint-equip	4.89	
			412 - 537 80 31 000		Operating Supplies	24.93	
			412 - 537 80 31 000		Operating Supplies	60.09	
			103 - 542 30 31 000		Operating Supplies	79.74	
			103 - 542 30 31 000		Operating Supplies	8.22	
			103 - 542 30 48 010		Repair/Maintenance-Equip	5.66	
			101 - 576 80 48 021		Equipment	2.26	
<b>5502</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184282</b>	<b>Sedro-Woolley Veterinary Care</b>	<b>133.00</b>	
			001 - 521 20 41 020		Veterinary Services	133.00	
<b>5503</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184283</b>	<b>Shred It</b>	<b>109.08</b>	
			001 - 511 30 34 000		Code Book	44.78	
			001 - 512 50 31 000		Supplies	22.39	
			001 - 514 23 31 000		Supplies	22.39	
			001 - 524 20 31 000		Off/Oper Supps & Books	6.51	
			001 - 558 60 31 000		Supplies/Books	6.51	
			001 - 595 10 31 000		Supplies	6.50	
<b>5504</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184284</b>	<b>Sjostrom Law Office</b>	<b>1,061.00</b>	
			425 - 531 50 41 003		Collection Services	42.44	
			401 - 535 80 41 020		Collection Services	689.65	
			412 - 537 80 41 020		Collection Services	328.91	
<b>5505</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184285</b>	<b>Skagit CD</b>	<b>222.28</b>	
			425 - 531 50 41 002		Contracted Services	222.28	
<b>5506</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184286</b>	<b>Skagit Co District Court</b>	<b>1,976.50</b>	
			001 - 512 50 51 001		District Court Surcharge	1,976.50	
<b>5507</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184287</b>	<b>Skagit Co Public Works</b>	<b>45,581.36</b>	
			412 - 537 60 47 000		Solid Waste Disposal	45,581.36	
<b>5508</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184288</b>	<b>Skagit Co. Dept of Public Health</b>	<b>5,110.25</b>	
			001 - 569 00 51 000		Skagit Senior Services	5,110.25	
<b>5509</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184289</b>	<b>C/o Skagit County Treas. Skagit Council Of Governments</b>	<b>146.43</b>	
			001 - 558 60 51 000		SCOG	146.43	
<b>5510</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184290</b>	<b>Skagit County Auditor</b>	<b>660.00</b>	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	330.00	

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			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	330.00	
<b>5511</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184291</b>	<b>Skagit County Sheriff Office</b>	<b>16,667.19</b>	
			001 - 523 60 51 001		Prisoner Medical	16,667.19	
<b>5512</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184292</b>	<b>Skagit County Treasurer</b>	<b>36,728.28</b>	
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	36,728.28	
<b>5513</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184293</b>	<b>Skagit DV &amp; SA Services</b>	<b>376.62</b>	
			001 - 565 50 51 000		Sk Domestic Violence	376.62	
<b>5514</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184294</b>	<b>Skagit Farmers Supply</b>	<b>82.61</b>	
			401 - 535 80 31 010		Operating Supplies	9.95	
			101 - 576 80 48 002		RV Park	72.66	
<b>5515</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184295</b>	<b>Skagit Law Group, PLLC</b>	<b>862.90</b>	
			425 - 531 50 31 000		Operating Supplies	33.71	
			425 - 531 50 31 000		Operating Supplies	0.80	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	547.89	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	13.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	261.30	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	6.20	
<b>5516</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184296</b>	<b>Skagit Publishing</b>	<b>269.03</b>	
			001 - 558 60 41 011		Advertising Reimbuseable	269.03	
<b>5517</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184297</b>	<b>Skagit Regional Clinics</b>	<b>320.00</b>	
			001 - 522 20 41 010		Prof Service-Medical Exams	235.00	
			401 - 535 80 41 000		Professional Services	85.00	
<b>5518</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184298</b>	<b>Skagit River Steel</b>	<b>151.21</b>	
			412 - 537 80 34 000		Containers - Garbage	151.21	
<b>5519</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184299</b>	<b>Skagit Valley Tulip Festival</b>	<b>50.00</b>	
			108 - 557 30 41 012		Tulip Festival	50.00	
<b>5520</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184300</b>	<b>Sparkle Shop Laundries</b>	<b>59.25</b>	
			001 - 521 20 26 010		Uniform Cleaning	59.25	
<b>5521</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184301</b>	<b>Staples Business Advantage</b>	<b>986.95</b>	
			001 - 521 20 31 002		Office/Operating Supplies	165.03	
			401 - 535 80 31 000		Office Supplies	821.92	
<b>5522</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184302</b>	<b>Stiles Law Inc., PS</b>	<b>3,098.00</b>	
			001 - 512 50 41 010		Municipal Court Judge	3,098.00	
<b>5523</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184303</b>	<b>Summit Law Group</b>	<b>1,646.34</b>	
			001 - 513 10 41 000		Negotiations	1,589.34	
			001 - 515 30 41 000		Professional Services	57.00	
<b>5524</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184304</b>	<b>Payment Center Thomson Reuters -- West</b>	<b>269.96</b>	
			001 - 515 30 41 002		Westlaw Services	269.96	
<b>5525</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184305</b>	<b>Traffic Safety Supply Co</b>	<b>1,198.24</b>	
			103 - 542 64 31 001		Painting & Striping Supplies	1,198.24	
<b>5526</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184306</b>	<b>Transportation Solutions, Inc.</b>	<b>6,402.50</b>	
			104 - 544 40 41 000		Transportation Plan Update	6,402.50	
<b>5527</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184307</b>	<b>True Value</b>	<b>377.32</b>	
			001 - 521 20 31 002		Office/Operating Supplies	23.85	
			001 - 522 20 31 000		Operating Supplies	1.50	
			001 - 522 20 31 000		Operating Supplies	6.51	
			001 - 523 20 31 000		Office/Operating Supplies	44.20	
			401 - 535 50 48 010		Maintenance Of Lines	15.18	

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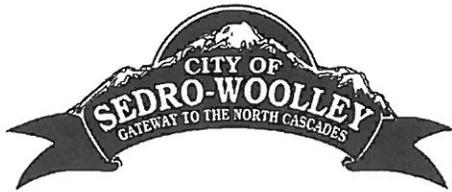
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					401 - 535 50 48 050 - Maint Of General Equip	31.15	
					401 - 535 80 31 010 - Operating Supplies	17.34	
					412 - 537 80 31 000 - Operating Supplies	88.95	
					103 - 542 30 31 000 - Operating Supplies	42.30	
					101 - 576 80 48 003 - Bingham Caretaker	4.11	
					101 - 576 80 48 013 - Tesarik Park	73.75	
					101 - 576 80 48 019 - Skatepark	28.48	
<b>5528</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184308</b>	<b>Valley Auto Supply</b>	<b>63.32</b>	
					401 - 535 80 31 010 - Operating Supplies	63.32	
<b>5529</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184309</b>	<b>WA State Criminal Justice</b>	<b>1,140.00</b>	
					001 - 521 40 49 000 - Tuition/Registration	190.00	
					001 - 521 40 49 000 - Tuition/Registration	950.00	
<b>5530</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184310</b>	<b>WA State Dept Of Revenue</b>	<b>272.41</b>	
					425 - 362 50 00 425 - Land Rents, Leases	-272.41	
<b>5531</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184311</b>	<b>Scott &amp; Cynthia Wakeman</b>	<b>20.00</b>	
					630 - 386 00 00 630 - TDB Fees	-20.00	
<b>5532</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184312</b>	<b>Washington State Patrol</b>	<b>103.25</b>	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	103.25	
<b>5533</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184313</b>	<b>Washington Tractor</b>	<b>226.94</b>	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	108.00	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	118.94	
<b>5534</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184314</b>	<b>Wastequip, LLC</b>	<b>50,520.30</b>	
					412 - 537 80 34 000 - Containers - Garbage	10,050.00	
					412 - 537 80 34 000 - Containers - Garbage	13,937.92	
					412 - 537 80 34 000 - Containers - Garbage	13,503.91	
					412 - 537 80 34 000 - Containers - Garbage	9,453.39	
					412 - 537 80 34 000 - Containers - Garbage	3,575.08	
<b>5535</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184315</b>	<b>Wood's Logging Supply Inc</b>	<b>444.82</b>	
					401 - 535 80 31 010 - Operating Supplies	154.07	
					401 - 535 80 35 010 - Safety Equipment	231.07	
					102 - 536 20 35 000 - Small Tools/Minor Equip	59.68	
<b>5536</b>	<b>07/27/2016</b>	<b>Claims</b>	<b>2</b>	<b>184316</b>	<b>Xpress Bill Pay</b>	<b>672.61</b>	
					001 - 514 23 41 000 - State Auditing	82.86	
					401 - 535 80 41 020 - Collection Services	165.73	
					412 - 537 80 41 020 - Collection Services	82.86	
					001 - 594 14 64 000 - Machinery & Equipment	341.16	
					001 Current Expense Fund	58,392.87	
					101 Parks & Facilities Fund	7,502.45	
					102 Cemetery Fund	954.84	
					103 Street Fund	14,797.92	
					104 Arterial Street Fund	529,495.51	
					105 Library Fund	2,213.44	
					108 Lodging Tax Fund	50.00	
					112 Code Enforcement Fund	217.00	
					114 Law Enforcement Sales Tax	36,728.28	
					230 1996 G/O Bond Redemption Fund	4,600.00	
					401 Sewer Operations Fund	20,831.69	
					407 1998 Sewer Revenue Bond Fund	408,900.00	
					412 Solid Waste Operations Fund	114,087.88	
					425 Stormwater Operations	682.09	
					501 Equipment Replacement Fund	837.15	
					621 Suspense Fund	103.44	
					630 Transportation Benefit District	20.00	





CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 27 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 20

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

Nathan Salseina  
Public Works Operations Supervisor

MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Nathan Salseina, Public Works Operations Supervisor  
RE: **Possible Bid Award  
Agreement No. 2016-PW-21  
Riverfront Park Septic Construction Project  
P & P Excavating LLC**  
DATE: July 15, 2016 (for Council review may July 27, 2016)

**ISSUE**

Shall City Council move to award and authorize Mayor Keith Wagoner to sign agreement no. 2016-PW-21 with P & P Excavating LLC of Bellingham, WA for the construction of a new septic system in the bid amount of \$16,758.91?

**BACKGROUND/RECOMMENDATION:**

One of our two septic systems at Riverfront Park has failed and is no longer functioning properly. Currently the staff pumps the system on a regular basis to ensure that the shelters and R.V. Park can continue to be used. The 2016 budget included funds to design and construct a new septic system. The system in question services the small picnic shelter at the east end of the park as well as the campground host RV space.

Earlier this year staff hired a professional septic designer to permit and design a new septic system.

Once we had the permit and design in place, we advertised for bids utilizing our small works roster process. Bids closed on July 14, 2016 with three bids received. The bid summary is attached.

The apparent low bidder is P & P Excavating LLC of Bellingham WA with a bid amount of \$16,758.91.

If approved, we plan to build this project in late September after the Founders Day events. This project will ensure our septic systems are working properly and will greatly reduce staff time to pump the system.

**MOTION**

**Move to award and authorize Mayor Keith Wagoner to sign agreement no. 2016-PW-21 with P & P Excavating LLC of Bellingham, WA for the construction of a new septic system in the bid amount of \$16,758.91?**



City of Sedro-Woolley

**FINAL - BID SUMMARY**

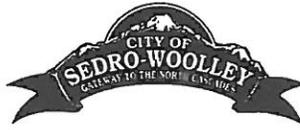
Riverfront Park Septic Construction Project

Bid Opening: July 14, 2016, 2:00PM

RANK	COMPANY NAME	TOTAL BID AMOUNT	MRSC	Corrections
1	P & P Excavating LLC, Bellingham, WA	\$ 16,758.91	Yes	No
2	Happy Face Farms Inc., Burlington, WA	\$ 17,360.00	Yes	No
3	Konnerup Construction Inc., Stanwood, WA	\$ 27,125.00	Yes	No

RECORDED BY: J. Rosario

*CR*  
*CR*  
7/14/16



## PUBLIC WORKS AGREEMENT 2016-PW-21

### Project Name: Riverfront Park Septic Construction Project

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: **Riverfront Park septic construction per design as stated in Request for Proposals dated June 30, 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**, 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**) as are acceptable to the City.

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

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

### III. PAYMENT

- A. The maximum payable hereunder is **\$16,758.91**, per **Exhibit A** as attached.
- B. 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.
- C. 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.
- D. 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 **November 1, 2016**.
- B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.
- C. Scope of project: **Contractor shall provide septic tank and drain field construction per design as stated in the Request for Proposals dated June 30, 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, \_\_\_\_\_

\_\_\_\_\_  
, 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:

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

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

ATTESTED BY:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

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

\_\_\_\_\_  
Bank or Trust Company

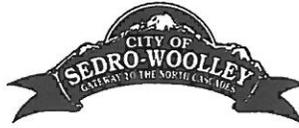
By: \_\_\_\_\_

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

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



**PUBLIC WORKS PAYMENT BOND**  
to City of Sedro-Woolley, WA

Bond No. \_\_\_\_\_

The City of Sedro-Woolley, Washington, (City)] has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_ in Sedro-Woolley, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**PERFORMANCE BOND  
to City of Sedro-Woolley, WA**

Bond No. \_\_\_\_\_

The City of Sedro-Woolley, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_ Project No. \_\_\_\_\_, in Sedro-Woolley, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

Date

\_\_\_\_\_  
Surety Signature

Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

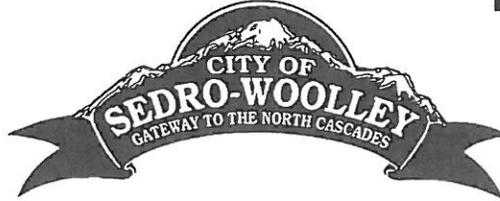
Approved as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# EXHIBIT A



## Riverfront Park Septic Construction Project

### PROPOSAL

Proposals due by 2 pm, July 14, 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](mailto:jrosario@ci.sedro-woolley.wa.us).

We, the undersigned, hereby agree to bid the following per the "Request for Proposals", - Riverfront Park Septic Construction Project

#### Riverfront Park Septic Construction Project – Lump Sum:

	\$ <u>15,446.00</u>
Sales Tax 8.5%:	\$ <u>1,312.91</u> ✓
<b>TOTAL:</b>	<b>\$ <u>16,758.91</u></b> ✓

Prices include freight, all licenses, permits, fees etc. not otherwise specifically mentioned.

BIDDER NAME: P&P Excavating LLC

ADDRESS: 2499 E. Smith Rd  
Bellingham, Wa 98226

TELEPHONE: (360) 592-5374

EMAIL: tpullar@aol.com

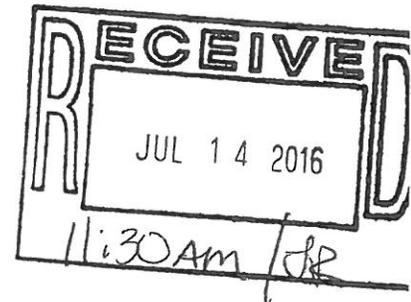
UBI NO. 602-037-776

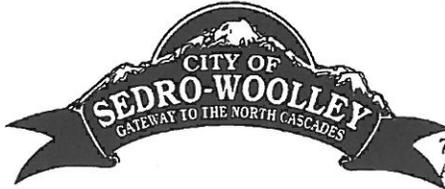
CONTACT: Tom Pullar

Bidder Checklist:

MRSC Small Works Roster (registered): ✓

Statement of Bidders Qualification (included with bid) ✓





CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 27 2016

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

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

Nathan Salseina  
Public Works Operations Supervisor

---

MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Mark A. Freiberger, PE, Director of Public Works  
RE: **Possible Bid Award  
Agreement No. 2016-PW-22  
2016 Winnie Houser Playfield Fencing Project  
Up-Rite Fence & Construction LLC**  
DATE: July 18, 2016 (for Council review may July 27, 2016)

**ISSUE**

Shall City Council move to award and authorize Mayor Keith Wagoner to sign agreement no. 2016-PW-22 with Up-Rite Fence & Construction LLC of Deming, WA for the construction of the frontage fencing and gates for Winnie Houser Playfields in the bid amount of \$7,415.98?

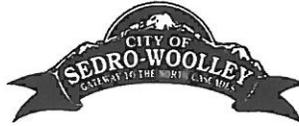
**BACKGROUND/RECOMMENDATION:**

Public Works advertised for bids on June 28, 2016 to construct a 4' chain link fence and gates along the Rhodes Road frontage of the Winnie Houser Playfields site. The bid tabulation is attached. The low bidder is Up-Rite Fence & Construction, LLC of Deming, WA. Up-Rite was the contractor who constructed the Tesarik Ballfield fencing earlier this year.

Funding for this project is available from the Account 302 Real Estate Excise Tax fund. A budget amendment is required.

**MOTION**

***Move to award and authorize Mayor Keith Wagoner to sign agreement no. 2016-PW-22 with Up-Rite Fence & Construction LLC of Deming, WA for the construction of the frontage fencing and gates for Winnie Houser Playfields in the bid amount of \$7,415.98.***



## PUBLIC WORKS AGREEMENT 2016-PW-22

### Project Name: 2016 Winnie Houser Playfield Fencing Project

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Up-Rite Fence & Construction LLC** (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: **Perform scope of work as detailed in the Invitation to Bid, fence sketch, gate example and attached field layout dated June 28, 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, Public Works Operations Supervisor** as its Project Manager. Contractor designates **Carl Bradle** 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 **\$7,415.98**.

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

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

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

E. Retainage will be administered in accordance with RCW 60.28.011.

### 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 **September 30, 2016**.

B. To the extent not inconsistent with this agreement, this contract includes the Request for Proposal, Proposal Form, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Perform scope of work as detailed in the Invitation to Bid, fence sketch, gate example and attached field layout dated June 28, 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 \_\_\_\_\_, 2016, for the Contractor, \_\_\_\_\_

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
Mayor

Attest:

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

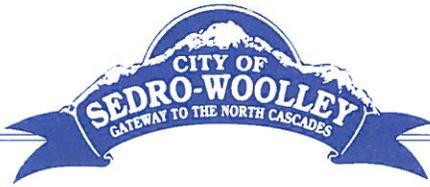
Approved as to form:

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

JUL 27 2016

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

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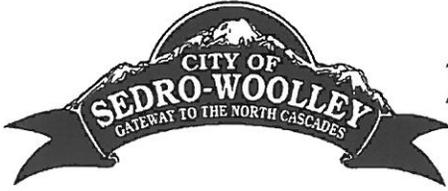
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 27 2016

7:00 P.M. COUNCIL CHAMBERS  
AGENDA NO. 12



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: Helping Hands Food Bank  
FOR MEETING: July 27, 2016

- ISSUES:
1. Should the Council approve the lease agreement with Helping Hands Food Bank?
  2. Should the Council authorize the mayor to sign a letter of support to Commerce for grant funding to assist Helping Hands?
  3. Should the Council approve the draft resolution transferring the interfund loan from cemetery to the general fund for the debt related to the portion of land that is being leased to Helping Hands?

BACKGROUND: Helping Hands Food Bank is in the final stages of permitting and design to construct a new food bank on city-owned property at the corner of Fruitdale and Wicker roads. The property is the east half of the land purchased from Mr. & Mrs. Riggles earlier this year (approx. 5 acres).

The ultimate plan is for the city to sell this property to the food bank, however, in the near term Helping Hands has identified a funding opportunity through Commerce that requires a minimum lease of fifteen years. The attached lease is a fifteen year lease that authorizes HHFB to construct and operate a new food bank on the site, as well as sublease a portion of the land to the Woolley Food Forest Association. The rent is the city's holding costs (i.e., the amount of interest the general fund will pay to the sewer reserve fund annually), to be paid annually. Rent for the first year is \$930.00.

Also attached is a draft letter of recommendation to Commerce for grant funding and a resolution that transfers the existing loan between the sewer reserve fund and the cemetery fund to the general fund for repayment.

- RECOMMENDATIONS:
1. MOTION to approve the lease agreement with Helping Hands Food Bank, subject to final modifications and approval by the city attorney?

2. MOTION to authorize the mayor to sign a letter of support to Commerce for grant funding to assist Helping Hands?
3. MOTION to adopt Resolution \_\_\_-16, a resolution transferring the interfund loan from cemetery to the general fund for the debt related to the portion of land that is being leased to Helping Hands?



# HELPING HANDS FOOD BANK CONCEPTUAL RENDERING LOOKING WEST ON FRUITDALE ROAD

Sedro-Woolley

City Council Packet

HELPING HANDS



Food Bank | Skagit County

Page 41 of 60



CARLETTI  
ARCHITECTS F

## LEASE AGREEMENT

This lease made and entered into by and between the City of Sedro-Woolley, a Municipal Corporation of the State of Washington, hereinafter called the "LESSOR", and Helping Hands Food Bank of Sedro Woolley, a Washington non-profit corporation, hereinafter called "LESSEE".

### I. PURPOSE:

In consideration of an in accordance with the terms, covenants and conditions hereinafter set forth, the LESSOR hereby leases to the LESSEE the premises and property described below in this agreement for the purpose constructing and operating a food bank.

### LEGAL DESCRIPTION

The east ½ of the property legally described in Exhibit A, attached hereto.

Subject to that certain life estate retained by Mr. & Mrs. Riggles on the home, garage and yard located at 24703 Wicker Road, Sedro-Woolley, Washington.

### II. USE OF FACILITIES:

The LESSEE shall use this property to construct and operate a food bank that benefits, among others, the Sedro-Woolley community. Other such uses consistent with the mission of the LESSOR, including but not limited to food production shall also be allowed without restriction.

### III. TERM

This lease shall commence on July 31, 2016, and expire on July 30, 2031.

### IV. LEASE PAYMENT SCHEDULE

The LESSEE shall pay annual rent to LESSOR for the use and occupation of the premises described in section I in the amount of the one year average return on funds invested with the Washington State Treasurer's Local Government Investment Pool multiplied by \$300,000. The one year average will be based upon the twelve months prior to the due date which is August 1<sup>st</sup> of each year. For example, on August 1, 2016, LESSEE'S rent for the first year shall be (July 2015 to June 2016 average LGIP rate) 0.31% x \$300,000 = \$930.00.

LESSEE shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the commencement date hereof), until paid, on Rent or other sums owing under the terms of this Lease commencing the date such Rent or other sum is due and payable. In the event

LESSOR pays any sum or incurs any expense which LESSEE is obligated to satisfy or pay under this Lease, or which is made on behalf of LESSEE. LESSOR shall be entitled to receive reimbursement thereof from LESSEE upon demand, together with interest thereon from the date of expenditure at the rate stated above. Payment must be made within 30 days of billing by the LESSOR. Make checks payable to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

LESEE shall pay all necessary leasehold taxes as required by law.

V. IMPROVEMENTS:

LESSEE is specifically authorized to construct a new food bank building and any necessary appurtenances thereto. Improvements other than the construction of a new food bank shall require prior written authorization of the LESSOR. All such work shall be at LESSEE's expense and shall become property of LESSOR at the expiration of this agreement.

VI. MANAGEMENT

A. Management. The premises, and all improvements regardless of ownership thereon, shall be managed and maintained in accordance with customary standards of the industry.

B. Hazardous, Toxic or Harmful Substances.

1. Deleterious Material. LESSEE shall not make, or suffer to be made, any filling in of the premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the premises, except as approved in writing by the LESSOR. If the LESSEE fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the premises, the LESSEE agrees that the LESSOR may, but is not obligated to, remove such materials and charge the LESSEE for the cost of removal and disposal.

2. Hazardous, Toxic or Harmful Substances.

a. LESSEE shall not keep on or about the premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and

hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and unless LESSEE fully complies with all federal, state and local laws, regulations, statutes and ordinances, now in existence or as subsequently enacted or amended.

b. LESSEE shall:

(1) Immediately notify the LESSOR of (i) all spills or releases of any hazardous substance affecting the premises, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the premises by, or any correspondence, orders, citations or notifications from any regulatory entity concerning the hazardous substances affecting the premises, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the premises; and

(2) On request, provide copies to the LESSOR of any and all correspondence, pleadings, and/or reports received by or required of LESSEE or issued or written by LESSEE or on LESSEE's behalf with respect to the use, presence, transportation or generation of hazardous substances related to the premises.

c. LESSEE shall be fully and completely liable to the LESSOR, and shall indemnify, defend and save harmless LESSOR and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of LESSEE's use, disposal, transportation, generation and/or sale of hazardous substances or that of LESSEE's employees, agents, assigns, subleases, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

#### VIII. SUBLEASES and ASSIGNMENTS

A. Sublease. The premises, in whole or in part, and appurtenances thereon shall not be subleased except with prior written consent of LESSOR. LESSOR consents to a sublease and/or use agreement with the Woolley Food Forest Association for the development of a food forest on the premises.

B. Assignment. LESSEE shall not hypothecate, mortgage, assign, encumber, transfer or otherwise alienate this lease, or any interest therein or engage in any other transaction which has the effect of transferring or affecting the right of enjoyment of the premises. This lease shall not be assigned without the assignment first authorized by resolution of the city council.

IX. INSURANCE:

LESSEE, at LESSEE's expense, further agrees to provide adequate property damage and liability insurance for LESSOR, and agrees to hold LESSOR harmless for any and all claims arising from the acts of its agents, employees and subtenants. LESSEE shall present a certificate of insurance in the amount of one million (\$1,000,000) dollars for liability insurance to LESSOR, that names Sedro-Woolley as an additional insured as follows: "IT IS AGREED THE CITY OF SEDRO-WOOLLEY, ITS ELECTED OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED." LESSEE shall provide a certificate of insurance with the first payment and annually thereafter for the term of this agreement. Said insurance may not be terminated without written notice to the City of Sedro-Woolley sixty (60) days prior to the expiration of the coverage.

X. INDEMNITY:

The LESSEE covenants and agrees to assume all responsibility and liability connected with the use and occupation of the leased premises during the entire period of this lease and to save and hold harmless the LESSOR from any and all claims, rights, or actions, or for damages of every kind, character and description that may be occasioned by or through LESSEE's use and occupation of said premises for any work, labor, construction or other use or activity done thereon, which may or might be suffered or claimed by any party or person or corporation done thereon, which may or might be suffered or claimed by any party or person or corporation, whatsoever, either to property or person and to defend any and all actions that may or might be instituted in which the LESSOR shall become a party by virtue of this lease, and to pay any and all judgment that may or might be obtained against the LESSOR thereby.

XI. TERMINATION:

A. LESSOR shall have the right to terminate this lease for any default in payments on the part of LESSEE or breach of any condition of this lease. Such termination shall become effective one hundred eighty (180) days after written notice of termination is presented to LESSEE provided that LESSEE had been

given prior notice of the default and a minimum of sixty (60) days to cure the default.

B. If LESSEE violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this lease, and if such default or violation shall continue or shall not be remedied within ten (10) days (thirty [30] days in the case of nonpayment of rent or other payments due hereunder) after notice in writing thereof given by LESSOR to LESSEE specifying the matter claimed to be in default, LESSOR, at its option, may immediately declare LESSEE's rights under this lease terminated, and reenter the premises and repossess itself thereof, as of its former estate. If upon the reentry of LESSOR, there remains any personal property of LESSEE or of any other person, firm or corporation upon the premises, LESSOR may, but without the obligation to do so, remove said personal property and place the same in a public warehouse or garage, as may be reasonable, at the expense and risk of the owners thereof, and LESSEE shall reimburse LESSOR for any expense incurred by LESSOR in connection with said removal and/or storage. Notwithstanding any such reentry, the liability of LESSEE for the full rent provided for herein shall not be extinguished for the balance of the term of this lease.

XII. AMENDMENTS:

Any amendments, revisions, supplements or additions to this lease or the attached exhibits shall be made in writing executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements. Such changes may be made by formal amendment of the lease with approval of LESSOR.

XIII. NOTICE:

Mail all correspondence to:

City of Sedro-Woolley  
ATTN: City Supervisor  
325 Metcalf Street  
Sedro-Woolley, WA 98284

XIV. CONDITION AT END OF LEASE

Prior to vacating the premises, the LESSEE shall leave the premises and all improvements thereon to which LESSOR has elected to claim title in the state of repair and cleanliness required to be maintained by LESSEE during the term of the lease and shall peaceably and quietly surrender the same to LESSOR.

XV. ENTIRE AGREEMENT

This written lease or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

---

LESSOR: City of Sedro-Woolley

LESSEE: Helping Hands Food Bank of Sedro Woolley

DATED: July \_\_\_, 2016

DATED: July \_\_\_, 2016

\_\_\_\_\_  
Keith L. Wagoner, Mayor

\_\_\_\_\_

Attest:

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

Approved as to form:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the President of Helping Hands Food Bank of Sedro Woolley, a Washington non-profit corporation who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of July, 2016.

\_\_\_\_\_  
(Printed Name)  
NOTARY PUBLIC in and for the State of  
Washington residing at: \_\_\_\_\_  
My Commission expires \_\_\_\_\_





EXHIBIT "A" LEGAL DESCRIPTION

Schedule "A-1"

154517-OE

DESCRIPTION:

PARCEL "A":

That portion of the Southwest ¼ of the Northeast ¼ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point 330 feet North of the Southeast corner of said subdivision;  
thence North 330 feet;  
thence West 660 feet;  
thence South 330 feet;  
thence East 660 feet to the point of beginning,

EXCEPT County Road on the East line thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southwest ¼ of the Northeast ¼ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of said subdivision;  
thence North 330 feet;  
thence West 660 feet;  
thence South 330 feet;  
thence East 660 feet to the point of beginning,

EXCEPT County Roads on the South and East lines thereof.

Situate in the County of Skagit, State of Washington.

READ AND CONTENT APPROVED:

CITY OF SEDRO-WOOLLEY

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

\_\_\_\_\_  
ERNEST C. RIGGLES DATE

\_\_\_\_\_  
JUNE D. RIGGLES DATE

July 28, 2016

Washington State Department of Commerce  
Building Communities Grant Board

RE: Helping Hands Food Bank support

To Whom it May Concern:

Helping Hands Food bank is Skagit County's largest emergency food provider and has been located in Sedro-Woolley for over 37 years. The City of Sedro-Woolley is proud that Helping Hands is currently serving over 700 families a week with food and other projects like the backpack program. For the 2016 school year Helping Hands handed out more than 2,000 backpacks for children to take home for the weekend. When Community Action of Skagit County needed a food bank to run their mobile food delivery program Helping Hands stepped in and made the program strong and sustainable. Over 5,000 grocery-style boxes were delivered to homebound community members in 2015.

This project, the construction of a new, permanent home for Helping hands, is both exciting and essential to our community. Not only will they have a "supermarket style" food bank that goes from being open once a week for 5 hours to 4-5 times a week and 25 hours. They are going to make a great effort to help clients move forward in life. We believe that this food bank will be unique and very much needed in our community. With their job training program Helping Hands also plans to offer on the job training in skills related to warehouse management; very similar to training currently offered by Goodwill in other communities. Helping Hands is Iso in talks with Skagit Valley College to bring night classes to Sedro-Woolley; using space in this new facility as a sort of satellite campus.

We are also very excited that they will be opening their doors to other agencies like; Worksource, Community Action of Skagit, WSU, United Way etc. We know with the "One-Stop-Shop" approach more people will be able to utilize the services like resume building with Worksource or signing up for SNAP benefits with Community Action. Helping Hands will be a huge part of stabilizing families and helping them to get back on track.

The City of Sedro-Woolley supports this project 100%. We have seen the food bank move 4 times in the last 37 years and we want them to have a permanent home so they can focus on expanding programs and building capacity instead of packing and unpacking.

On behalf of the City of Sedro-Woolley and the City Council, we ask for your support and urge you to grant Helping hands Food Bank funding to build a new, permanent structure to serve Sedro-Woolley and the Skagit County.

Sincerely,

CITY OF SEDRO-WOOLLEY

Keith L. Wagoner, Mayor

RESOLUTION NO. \_\_\_\_ -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AUTHORIZING THE GENERAL FUND TO ASSUME THE INTERFUND LOAN PREVIOUSLY AUTHORIZED UNDER RESOLUTION 937-16 FROM THE SEWER CUMULATIVE RESERVE FUND (410) TO THE CEMETERY OPERATING FUND (102) TO PURCHASE LAND, AND PROVIDING FOR REPAYMENT THEREOF.

WHEREAS, the City purchased the Riggles property located at the corner of Fruitdale and Wicker roads, next to the Sedro-Woolley Union Cemetery, and intends to use the west half of it for cemetery purposes and the east half for a food bank, and

WHEREAS, Article VIII Section 7 of the Washington State Constitution allows the city to make a loan for the necessary support of the poor and infirm; and

WHEREAS, the City Council desires to support and assist the Helping Hands Food Bank of Sedro Woolley, a Washington non-profit corporation, with the construction of a new food bank that will benefit the Sedro-Woolley community; and

WHEREAS, in order to pay the cost thereof, it is deemed reasonable to assign the loan of funds from the Sewer Cumulative Reserve Fund (410) used to purchase that land, bearing interest at a rate which equals the average of the Washington State Treasurer's Investment Pool rate for the period which the loan is outstanding, and subject to repayment to the Sewer Cumulative Reserve Fund (410) from future budget allocations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sedro-Woolley that the loan in the amount of \$300,000.00 from the Sewer Cumulative Reserve Fund (410) to the Cemetery Operating Fund (102) to purchase the Riggles land authorized under Resolution 937-16 is assigned to the General Fund to be repaid as follows: by the sale of a portion of the acquired property, and that said loan shall bear interest at a rate which equals the Washington State Treasurer's Investment Pool rate for the period which the loan is outstanding, and that it be repaid on or before December 31, 2031, upon receipt of future revenues from the sale of real estate.

PASSED by the City Council of the City of Sedro-Woolley, Washington, and approved by its Mayor at a regular meeting of said Council held on the 27<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
MAYOR

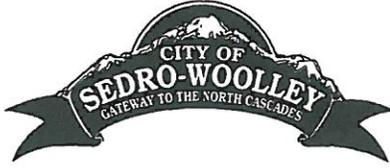
Attest:

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

Approved as to form:

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City Attorney



CITY COUNCIL AGENDA  
REGULAR MEETING

JUL 27 2016

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

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

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**MEMO:**

**To:** City Council  
Mayor Wagoner

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

**Date:** July 27, 2016

**Subject:** Building Permit and Planning Permit Review Status

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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	
3/26/15	2015-65	Pat McGinnis	405 Burrows Lane	X	W	yes	Carport and garage. APPLICATION EXPIRES 4-15-16. Can be extended 6 months if requested.
7/6/15	2015-152	Frank Bresnan	290 W Moore St	W	W	yes	Carport. <b>EXPIRES 1-6-16.Needs CUP.Staff talked to Frank reference all violations on 6-21-16. violations corrected by September 5.</b>
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]
5/4/16	2016-106	Juan Ortiz/Banano.Buds	211 Rowland Rd	W	W	W	Marijuana grow/manf. See Pre-Ap notes. Fire Hydrant, Fire Alarm System, Fire Marijuana permit, Carbon Dioxide permit. Send Mech, Electrical final, Fence, letter from SK on septic system. Emailed Applicant reminding them of additional information needed for this permit 5-5-16. Al Taylor to send approval letter for additional enclosed area. Received 1 set of PUD plans for Fire review 5-31-16. PUD plans need to show how far away from the project building it will be before Dean signs 6-1-16. PUD plans given back to Mike Smith for revisions 6-2-16. Received revised (2) plans for building and planning, fire review 6-3-16. Planning, Building & Fire Review Letter sent 6-27-16. Received revised PUD plan for fire review 7-5-16.WAITING on 3 sets of signed PUD plans 7-18-16. Received revised site plans 7-19-16. Review letter sent 7-20-16.
5/6/16	2016-109	Tim & Ana Hart	404 Burrows Lane	X	X	N/A	New Assesory Structure. Waiver. letter to pu permit sent 5-19-16
5/9/16	2016-110	Green Ridge Productions	1578 E. Moore St	X	N/A	N/A	Marijuana cultivation and product manf-FIRE. Fees owed.Letter sent to pu permit 5-24-16
5/9/16	2016-111	Green Ridge Productions	1578 E. Moore St	X	N/A	N/A	Carbon Dioxide System Permit-FIRE.Fees owed.Letter sent to pu permit 5-24-16.
5/10/16	2016-114	City of Sedro-Woolley-Parks	1001 River Rd	W	W	N/A	Replacement of Caretaker's manf home.
5/24/16	2016-125	Herb's Chevron/Camcal Inc	224 West Ferry St	X	N/A	N/A	Installation of above ground fuel tank.Advised contractor to pu permit 6-3-16.

6/1/16	2016-128	Garrick Sager	1315 N. Township St	W	W	W	New SFR & removal of old manf home. Must remove manf home before final inspection to be shceduled. A separate demolition permit is required for the removal of the manf home - including an asbestos inspection if older than 1980. must use city waste dept for demo. Rob Clemons to send prescriptive details. Planning comments sent 6-28-16. Wetlands Report and site plan revisions requested 6-28-16.ON HOLD per 6 year development moratorium imposed by DNR for site clearing of forest land. See letter in file 7-14-16.
6/6/16	2016-139	Green Valley Holdings LLC	279 Lewis Place	X	X	N/A	#A.E-mailed contractor to pu permit 7-18-16
6/6/16	2016-140	Green Valley Holdings LLC	270 Lewis Place	X	X	N/A	#D.E-mailed contractor to pu permit 7-18-16.
6/6/16	2016-141	Green Valley Holdings LLC	277 Klinger St	X	W	N/A	#C. Needs Zoning Waiver. Planning comments sent via email 6-24-16.
6/22/16	2016-151	Josh Requa	405 Longtime Lane	X	X	N/A	Addition to existing house. <b>Advised owner to pu permit 7-11-16.</b>
6/27/16	2016-154	Hendrick & Susan Wichers	1201 6th St	X/W	W	N/A	Remodel and new deck. ASBESTOS FOUND. MUST SUBMIT NWCAA PERMIT AND PROOF OF DISPOSAL IN APPROVED FACILITY.Tony called homeowner on getting paperwork to the city 7-13-16. Planning OK as soon as asbestos removal completed and disposal papers submitted.
7/5/16	2016-159	KSA Investments/Dennis Pitman	721 Trail Rd	R	W	yes	5 unit townhouse. Related file:2016-149. ULID sewer fees? Sewer availability letter to Debbie 7-6-16. Need type of sprinkler system. Planning waiting for landscaping plans.
7/7/16	2016-165	George & Phyllis Thompson/Site Services LLC	921 Carriage Court	W	X	N/A	New Manf Home.Waiting for more info on manf home from contractor 7-18-16. Site Sevcies to email installation specs.7/19/16
7/7/16	2016-166	George & Phyllis Thompson/Site Services LLC	921 Carriage Court	W	W	N/A	New carport/Waiting for plans.

**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 complete application sent 4-11-13. Comment period complete, planning and Engineering review letter sent 6-7-13. <b>DEPOSIT TAKEN</b>
2/26/2013	NA	2013-18 Engineering	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	NA	W	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	<b>OLD FILE-EG-5-08.</b> Council resolution #900-14 on 6-25-14. Notice of Decision issued 7-7-14. ALL FEES PAID 12-11-14. Received final plans for construction. Emailed Bob to set up pre-construction meeting 3-25-15.
5/20/2015		2015-102	Calvary Chapel	639 Sunset Park Drive #101	R		CUP.Deposit taken in for mailings and sign 5-20-15. Planning sent request letter 8-10-15. Received revised parking plan. Planning to set up HEX Hearing
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-Short Plat	213 N. Murdock St	W	W	Short Plat-4 lots. Admin Preliminary Plat approved 1-13-16. Waiting fo final plat to sign. Deferred street trees and community mail box - must be installed prior to final inspection of first house.
7/25/2015		2015-218	Bob Hayden-Short Plat-ENG	213 N. Murdock St	W	W	Civil. Fees paid. As-builts, checkprints,lot closures, title report, pre-plat drawings in for review by Eng and Planning 5-24-16.
10/19/2015	1/28/2016	2015-246	Granite Holdings LLC-Short Plat	665 Cook Rd	W	N/A	Short Plat. Related file 2016-10 (Clear & Grade Permit). SEPA MDNS issued June 6, appeal period over June 20. Planning letter sent 6-29-16.
1/11/2016	NA	2016-10	Granite Holdings LLC-Clear and Grade Permit	665 Cook Rd	W	W	Review letter sent 3-15-16. SEPA MDNS issued June 6, appeal period over June 20.

2/18/2016	3/18/2016	2016-30	Dr. Larry Campbell	1342 Moore St	X	N/A	CUP-Commerical. HEX approved. Applicant may submit building permits.
3/11/2016	NA	2016-51	City of SW	1400 Rhodes Rd-Winnie Houser Parking Lot	W	N/A	NOA/SEPA comment period issued 5-10-16. SEPA MDNS issued 5-27-16, appeal period over 6-11-16.
4/19/2016	NA	2016-89	Wildcat Steelhead Club	1805 Thompson Dr	W		Clear and Grade Permit and SEPA. NOA and SEPA Comment period issued 5-20-16, comment period over 6-3-16.
4/27/2016	5/31/2016	2016-100	Paul Woodmansee-BYK	Rita Street-P37585	W	W	Clear and Grade application and SEPA. SEPA Comment Period and NOA issued 6-3-16. SEPA MDNS issued 7-6-16, appeal over 7-19-16.
6/21/2016		2016-149	Brandon Atkinson/Dennis Pitman	721 Trail Rd	W	W	RELATED FILE: 2016-159. Clear & Grade/Access Permit. Invoice sent to contractor 6-22-16 Fees need to paid 7-6-16. Sent 2 sets sent to Debbie and John for review 6-22-16. Needs city signature stamp on approved plans. Planning letter sent 7-1-16 (need landscape plan and landscaped area calculations).