

BE INFORMED

THE NORDIC MODEL: designed to combat human trafficking; slavery of children and vulnerable adults that is growing in Washington, your county and your hometown.

Val Richey, KING COUNTY PROSECUTOR

Presents "THE NORDIC MODEL"

August 23, 2016

9:30 am

Anacortes Public Library

1220 10th Street

Anacortes, WA 98221

**CITY COUNCIL
LATE MATERIALS**

Continental Breakfast (no charge)
for planning the Breakfast and seating
Please RVSP: dianegoetz4@comcast.net

"Skagit county Coalition against Trafficking" is sponsoring an event that will positively impact our county and the counties surrounding us. Commercial sexual exploitation is growing in our state, compromising the safety and wellbeing of our children and vulnerable adults. Human trafficking is costing our county and state precious resources as we police, persecute, incarcerate and/or fine those criminally involved. THE NORDIC MODEL will reduce the vulnerability of our citizens and our county government. Val Richey, King County Prosecutor, will present the blue print that is impacting King County in the reduction of human trafficking. The Nordic Model has been successfully implemented in Sweden and surrounding countries before coming to the United States. Upon implementing the Nordic Model in King County, the pimps have moved their supply of children and vulnerable adults, north and south, on the I-5 corridor. We now find ourselves in the direct path of increased exploitation of human trafficking.

We value the service of each recipient of this letter and strongly encourage your attendance at this event. Human trafficking is encroaching upon your community and our county. Prevention is our goal; our immediate plan is to diminish the opportunity of those who prey upon our children and vulnerable adults. The implementation of THE NORDIC MODEL will assist in the immediate plan and goal.

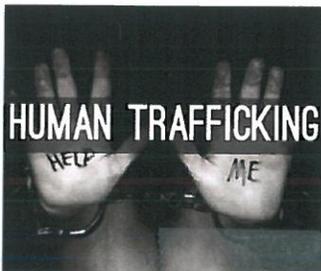
A representative will be available to speak/answer questions to an individual or a group who wants additional information. Contact number: 971-409-9911 (text or call).

CAROL CLAYTON RN, MSW

Cell: 971-409-9911
carolclayton21@hotmail.com

Skagit County Coalition
Against Trafficking (SKCAT)

Expand awareness,
education and preventions
of human trafficking.



**STOP
HUMAN
TRAFFICKING**

SKCAT

Skagit County Coalition Against Trafficking

LEASE WITH PURCHASE OPTION

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 1st 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. OPTION TO PURCHASE:

At any time during the term of this Lease, LESSEE shall have the option to purchase the property legally described in Exhibit A for three hundred thousand Dollars (\$300,000), plus the costs of closing the transaction. LESSOR may retain an easement for access and utilities to LESSOR'S property to be specifically

identified after LESSEE declares its intent to exercise this option, at no cost to LESSOR, provided that the easement shall not unreasonably interfere with LESSEE'S use of the property. If LESSEE exercises its option to purchase, LESSEE shall notify LESSOR of such intent in writing and the parties shall attempt in good faith to close the transaction within sixty (60) days of the written notice.

XII. 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.

XIII. 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.

XIV. NOTICE:

Mail all correspondence to:

City of Sedro-Woolley

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

XV. 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.

XVI. 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.

Legal Description

Memo

To Eron Berg, Jana Hanson
From David Strauss
Copies Kevin Kane, file
Date July 26, 2016
Project Sedro-Woolley Library
Re: Construction Costs
Attachments none

**CITY COUNCIL
LATE MATERIALS**

Jana and Eron:

We understand your interest in developing a budget range for a library building in Sedro-Woolley. Below is an analysis based on our experience at the WCLS Ferndale Library at Ferndale provides a useful, relevant baseline example; similar in scale to the project anticipated in Sedro-Woolley and reflecting a known level of construction quality. Construction market conditions for Sedro-Woolley are similar to those in Ferndale for both general contractors and sub-contractors.

Unit costs (costs per square foot) were derived from actual contractor costs (including change orders and sales tax) divided by area. These unit costs would apply to libraries ranging between 12,000 square feet to 20,000 square feet. They have been escalated to September 2017.

Site costs assume a relatively flat site with street access, access to adequately sized utilities in the street and conventional spread footings. Costs related to site acquisition, structure demolition, hazardous materials abatement, soil remediation or extensive grading have not been included.

Adaptive reuse of an existing long-span building could result in some cost and schedule savings. The building shell - foundations, floor slab, vertical and roof structure – generally represents approximately 30% of the total building cost. A building conditions assessment would be required to confirm the feasibility of renovation/reuse and to more accurately estimate construction costs. Using unit costs from the Ferndale Library escalated to 2017, (\$312.46/sf), a potential savings of \$53.70 to \$58.70 / square foot could be achievable through the reuse of an existing building. $\$312.46/\text{sf} \times 30\% = \$93.70/\text{sf}$ minus \$35 to \$40/sf for seismic and structural upgrades, repairs and modifications to integrate mechanical, electrical and plumbing systems.

Using the more conservative figure, savings of \$53.70 per square foot for an 18,000 square foot building could save \$966,600. Additional cost savings could be realized from reduced demolition and disposal fees (approximately \$60,000) and lowered general conditions for a 2 month reduction in a 12 month construction schedule (approximately \$50,000).

In addition to construction costs there are occupancy costs for FFE, new books/collection materials, moving, computer and security equipment and signage.

Project soft costs including contingency (10%), survey, geotechnical report, permits, architectural and engineering design fees, interior design, and landscape architecture can total 30%-40% of construction costs.

FERNDALE LIBRARY – FINAL CONTRACT COST

	Area (SF)	2011		2017 Escalated	
		Cost / SF	Extended	Cost / SF	Extended
Site	40,000	\$11.00	\$440,000	\$14.80	\$592,000
Building	15,500	\$232.00	\$3,596,000	\$312.46	\$4,843,130
TOTAL			\$4,036,000		\$5,435,130

SEDRO-WOOLLEY LIBRARY : 16,000 SF BUILDING – PROJECTED COST

	Area (SF)	2017 Escalated	
		Cost / SF	Extended
Site	41,300	\$14.80	\$611,240
Building	16,000	\$312.46	\$4,999,360
TOTAL			\$5,610,600

SEDRO-WOOLLEY LIBRARY : 18,000 SF BUILDING – PROJECTED COST

	Area (SF)	2017 Escalated	
		Cost / SF	Extended
Site	46,400	\$14.80	\$686,720
Building	18,000	\$312.46	\$5,624,280
TOTAL			\$6,311,000

SEDRO-WOOLLEY LIBRARY : 20,000 SF BUILDING – PROJECTED COST

	Area (SF)	2017 Escalated	
		Cost / SF	Extended
Site	51,600	\$14.80	\$763,680
Building	20,000	\$312.46	\$6,249,200
TOTAL			\$7,012,880

We are looking into final FFE costs at Ferndale Library and parking count provided under the general contract. When we have those numbers, we'll forward them to you. In the meantime, if you have any questions at all, please let us know.