

Next Ord: 1641-09
Next Res: 800-09

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

April 22, 2009

7:00 PM

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

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

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. Minutes from Previous Meeting (Including April 7, 2009 Work Session)
- b. Finance
 - Claim Vouchers #66178 to #66293 in the amount of \$400,808.94
 - Payroll Warrants #44937 to #45049 in the amount of \$178,498.75
- c. Resolution #799-09 declaring certain property as surplus and authorizing its disposition
- d. Professional Services Agreement for Design Phase Services - Reichhardt & Ebe Engineering, Inc.
- e. Appointments to Housing Authority

4. Public Comment (Limited to 3-5 minutes)

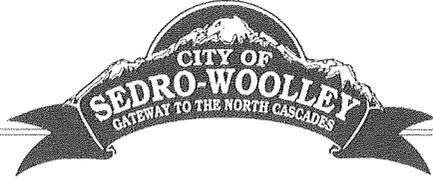
UNFINISHED BUSINESS

NEW BUSINESS

5. Award of Construction Management Contract - Fruitdale Road & McGarigle Road Improvements Project and SR 9 Pedestrian/Bicycle Improvements Project (*action requested*)
6. Ordinance - Essential Public Facilities (EPFs) (*action requested*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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



DATE: April 22, 2009
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the April 22, 2009 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___	Ward 1	Councilmember Ted Meamber
___	Ward 2	Councilmember Tony Splane
___	Ward 3	Councilmember Thomas Storrs
___	Ward 4	Councilmember Pat Colgan
___	Ward 5	Councilmember Hugh Galbraith
___	Ward 6	Councilmember Rick Lemley
___	At-Large	Councilmember Dennis London

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.

APR 22 2009

CITY OF SEDRO-WOOLLEY

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

Council Work Session

April 7, 2009 – 7:00 P.M. – City Hall Council Chambers

The Worksession was called to order at 7:00 P.M and opened with reciting the Pledge of Allegiance.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Recorder Brue, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Fire Chief Klinger (arrived at 7:43 P.M.), Police Chief Wood and Librarian Peterson. Library Board Members: Gloria Brown, Beverly Ringhouse, Dagni Cole and Mick Boroughs.

Library Board Vision for the Future

- The Library Board members were introduced and Librarian Debra Peterson gave a presentation on the Library's vision for the future. She noted the present building was built in 1962 and the board would like to plant the seed for the future when times are brighter for a new building as they have outgrown their current space. The wish list for a new or acquiring an existing building that is currently empty and remodeling would be to include meeting rooms and space for activities such as adult learning, increased computer space, quiet center and reading room. Peterson reviewed their success with obtaining and implementing early learning grants and programs such as the Play and Learn Program and Ready for Kindergarten. It was noted the circulation for the library has gone up 22%. Some of the future goals would be to purchase locking shelves for videos, better book displays to include a home improvement section to help in today's economy and implementation of a Middle School Book Club. Discussion also included the revamped Library website, use of Council chambers for special Library programs, implementation of Discovery Boxes which was noted that in the five months since implementing they have been checked over 400 times, status of the Welcome Baby program, grant opportunities for a new building, County subsidy, partnering with other Libraries, upcoming book sale and Friends of the Library as well as current hours of operation (Monday – Thursday 12-8, Friday & Saturday 12-4).

City Code re: Urban Village Mixed Use

- Planner Moore reviewed the concept of an Urban Village Mixed Use and reported on a developer request to utilize the concept with construction of multi-family units prior to construction of the commercial component. He

requested Council consensus for the request but noted it was Staff's recommendation to deny. Discussion ensued to include the intent of the Urban Village Mixed Use with Council consensus being to complete any Urban Village Development with commercial first with housing to follow.

2009 Budget Issues/Cuts

- City Supervisor/Attorney Berg reviewed the staff memo outlining the current financial outlook for the City for 2009 which addressed the reduction of revenue due to a decrease in sales tax and the implementation of the streamlined sales tax. He requested direction from Council as to how to proceed. Berg reviewed the Expenditure graph of the property tax funded departments (General Fund). He noted the previous direction from Council was to minimize the impact to the Police Department and minimize cuts to any one department and reviewed recommendations for twelve cuts, which if approved would result in a savings of \$399,826.94. Berg noted the challenge of the 2009 budget was to "cut things and not people" and it was believed there had been enough cuts to dodge the sales tax bullet. Staff was surprised by the figures from the streamlined sales tax as they were advised by the State the City would realize a neutral effect when in fact the City was a huge loser. He noted the House and Senate budgets include continued mitigation payments on the streamlined sales tax. Discussion continued to include Golf course budget being addressed with Budget Amendment #1, lack of business within the Building and Planning Departments, housing of project managers for the Fruitdale/McGargile Road Project and the SR20/F&S Grade Road Roundabout Project, scheduled meeting for bargaining with AFSCME on April 28th, layoff protocol, discretion of Library Board on cuts, budget freeze implementation, deferred equipment purchases, Parks Department staffing and need, support intent and concept of proposal subject to bargaining, library board process and reallocation of staffing. Berg noted the Fire Department cuts had already been addressed at the time of the 2008/2009 budget. Further discussion ensued to include the County's involvement on the McGargile/Fruitdale Road Project, role of the building inspector, ER&R purchases, deferred purchases and saving people over equipment.

Public comments were taken from the following:

- JoAnn Lazon, Building Department Permit Tech, addressed the request of furlough days of the AFSCME employees. She noted that while she doesn't speak for the union, a number of people believe that the furlough days should be City-wide and include all employees except commissioned police officers and the Fire Department should the union agree to a furlough program.

- Shane Walley, Parks & Recreation Supervisor, noted he can't say much until bargaining but questioned if the funding need is in the general fund and Sewer and Garbage are separate funding mechanisms and people from those departments take furlough days, how does that work to transfer over.
- Debbie Allen, Wastewater Department Supervisor, noted the Council has before them some tough choices. She noted that currently the Stormwater fund is being subsidized by the General Fund and encouraged Council to consider a rate increase for Stormwater to be self supporting as was recommended upon implementation.
- It was noted that approximately \$34,600 in the general fund was going to subsidize the Stormwater fund.
- Reta Stephenson, Utility Billing Clerk, addressed the special assessment from the Brickyard Creek Sub-Flood area which has increased the monthly billing amount by about \$500.
- Discussion took place regarding Stormwater and it was noted that the City is barely meeting the federal requirements as we stand.

Councilmember Colgan moved to adjourn. Seconded by Councilmember London.
Motion carried (7-0).

The Worksession adjourned at 8:25 P.M.

APR 22 2009

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
April 8, 2009 – 7:00 P.M. – City Hall Council Chambers

The Meeting was called to order at 7:00 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Thomas Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Recorder Brue, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Fire Chief Klinger and Police Chief Wood.

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Vouchers #66084 to #66177 in the amount of \$274,847.96
 - Payroll Warrants #44822 to #44936 in the amount of \$257,853.31
- Public Purchase Agency User Agreement
- Edward Brye Memorial Justice Assistance Grant
- Resolution #798-09 Declaring Certain Items as Surplus and Authorizing Its Disposition

Councilmember Meamber moved to approve the consent calendar. Seconded by Councilmember Splane. Motion carried (7-0).

Special Presentation – Skagit Valley Tulip Festival

Nancy Jankelson, Asst. Director of the Skagit Valley Tulip Festival, presented the Council with the 2009 Tulip Poster and thanked them for their continued support.

Public Comment

Julian Pavasi – 519 Sapp Road, addressed the Council regarding the yard waste disposal site's change of hours and the impact to the community with the reduction in days. He also addressed trees that are located due North of his property within the City right of way and the root structure is impeding the pavement. He requested someone look into removal of the trees.

UNFINISHED BUSINESS

Franchise Ordinance with Cascade Natural Gas

City Supervisor/Attorney Berg reviewed the proposed ordinance which is a second reading on the renewal of the franchise ordinance with Cascade Natural Gas. Berg noted representatives from Cascade Natural Gas were in the audience to address any questions the Council might have.

Councilmember Galbraith moved to adopt Ordinance No. 1638-09 An Ordinance Granting a Franchise Agreement to Cascade Natural Gas. Seconded by Councilmember Colgan. Motion carried (7-0).

Special Events/Parades Ordinance

City Supervisor/Attorney Berg reviewed the second reading of the proposed Special Events/Parades Ordinance noting that there were minor changes made from the first draft based on suggestions from the Finance Director and Solid Waste Forman. Berg noted that he has already had an inquiry for a new event and believes the application will be very helpful.

Discussion was held to include community sanctioned events as outlined in SWMC 12.36.025. It was also noted the ordinance will not take effect until August 1, 2009.

Councilmember Lemley moved to adopt Ordinance No. 1639-09 An Ordinance Adding a New Chapter to Title 12 of the Sedro-Woolley Municipal Code, Creating a Process for Permitting Special Events and Parades on City Land and Rights of Way. Seconded by Councilmember Meamber.

Councilmember Splane questioned the status of liability insurance for Blast from the Past with discussion of special insurance riders for Chamber events.

Motion carried (7-0).

NEW BUSINESS

2009 Budget Amendment #2

City Supervisor/Attorney Berg reviewed the budget cut memo to include changes as a result of the worksession of April 7 and stated some of the cuts could impact the Sedro-Woolley Hanging Flower Basket Program. He noted the concern has been expressed by the Parks Department that they might not have the time for watering of the baskets. He noted there have been discussions with the Chamber of Commerce on a volunteer program for watering and noted it might be possible to do some flower baskets but not on as grand of scale as in the past. Berg reminded Council that bargaining with the

AFSCME union will begin on April 28th and the Public Safety Guild is scheduled to meet on April 21st.

Councilmember Meamber moved to approve the cuts identified above subject to collective bargaining as indicated. Seconded by Councilmember Storrs.

Councilmember Lemley addressed the importance of having seasonal employees for the Parks Department in order to keep the appearance of the parks and downtown up to public expectations. Berg noted that would be an issue to be addressed under collective bargaining with the AFSCME union.

Councilmember Meamber noted a special thank you to JoAnn Lazon for her sacrifice on the reduction of her medical benefits.

Motion carried. (7-0).

Councilmember Meamber moved to adopt Ordinance No. 1640-09 An Ordinance Amending Ordinance 1624-08 Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2009. Councilmember Splane seconded. Motion carried (7-0).

COPS CHRP Grant

Police Chief Wood reviewed a proposed resolution to apply for a COPS grant to hire up to two full-time police officers under the ARRA signed into law by President Obama. Wood reviewed the obligations of the City should the grant be obtained.

Councilmember Colgan moved to authorize the Mayor and staff to apply for a COPS CHRP grant to hire up to two new full-time police officers. Seconded by Councilmember Storrs.

Councilmember Galbraith questioned the status and responsibility of patrol cars under the grant.

Wood indication that the responsibility of the cars would be the City's but we have one car from the recently vacated officer position as well as a spare vehicle that could be put into use.

Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Chief Klinger reported on the completion of the feasibility study on Fire Station #2 noting that the Department has met with Puget Power and a wetlands biologist and neither party see no great issues with the site and staff recommends moving forward with the purchase.

Councilmember Meamber noted the Police and Fire Committee had met last night and is in agreement with moving forward.

Councilmember Meamber moved to waive the feasibility contingency and authorize the Mayor to sign closing documents. Seconded by Councilmember Lemley.

Discussion ensued regarding the zoning of the property and steps necessary to be taken to ready the Portabello property for sale.

Motion carried (7-0).

Police Chief Wood – reported that Officer Miner, Code Enforcement Officer had returned to work from her medical leave but will be out again due to unforeseen family responsibilities with her grandfather.

Engineer Freiburger – reviewed his Council memo highlighting the publication for bids on the Fruitdale/McGargile project. He noted an open house will be held once the bid has been awarded and the road is expected to be closed to through traffic throughout phases of the project, however, essential services will still continue to be available to the residents. He also reported the roundabout contract mobilization will take place May 26th. Freiburger discussed funding opportunities which include receipt of AARA funds for the Fruitdale/McGargile project and the SR9 Sidewalk project. He noted he continues to keep his eye out for other funding opportunities to be pursued for high priority projects. Freiburger stated the SR9/Jameson project has received concept approval from DOT and he will be exploring a FEMA Hazard mitigation grant. He reviewed a recent meeting with the Summer Meadows Homeowners Association regarding the urban flooding noting that residents would like to see problem solved. He stated the issue was a capacity issue and will be looking at ideas to increase capacity to Brickyard Creek.

Council discussion ensued on the County's Sub-Flood District financial responsibility, movement at the County level to dissolve the Sub-Flood Districts and rate structure upon dissolving.

City Supervisor/Attorney Berg – noted he will not be in attendance at the next meeting.

Councilmember Galbraith – questioned status of Hayes property issue.

Engineer Freiburger reported the Hayes' issues were with the Summer Meadows system which is a private system. The City has agreed to inspect the system but it would be the Association's responsibility for any repairs.

Councilmember London – announced the upcoming Easter Egg Hunt Saturday, April 11th at Riverfront Park at 1:00 P.M.

EXECUTIVE SESSION

The meeting adjourned to Executive Session for the purpose of personnel for approximately 30 minutes at 7:44 P.M.

The meeting reconvened at 8:23 P.M.

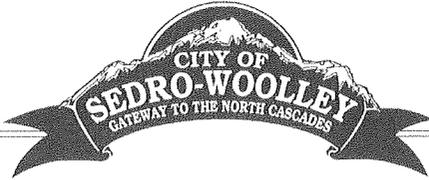
Councilmember Lemley moved to adjourn. Seconded by Councilmember Splane. Motion carried.

The meeting adjourned at 8:24 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2009

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



DATE: April 22, 2009
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending April 22, 2009.

Motion to approve Claim Vouchers #66178 to #66293 in the amount of \$400,808.94.

Motion to approve Payroll Warrants #44937 to #45049 in the amount of \$178,498.75.

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.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66178	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	378.00
		MISC-FILING FEES/LIEN EXP	SAN	336.00
		WARRANT TOTAL		714.00
66179	ADVANCE TRAVEL	TRAVEL	PD	36.00
		WARRANT TOTAL		36.00
66180	AHBL, INC.	PROFESSIONAL SERVICES	PLN	3,856.83
		WARRANT TOTAL		3,856.83
66181	ALLELUJAH BUSINESS SYSTEMS	MISC-PRINTING & BINDING	PLN	1.08
		CONST-FRUITDALE MCGARIGLE	AST	498.42
		WARRANT TOTAL		499.50
66182	ALL-PHASE ELECTRIC	OPERATING SUPPLIES	SWR	5.40
		WARRANT TOTAL		5.40
66183	APSCO INC.	MAINT OF GENERAL EQUIP	SWR	4,251.19
		WARRANT TOTAL		4,251.19
66184	ARAMARK UNIFORM SERVICES	LAUNDRY	PK	74.01
		LAUNDRY-CITY HALL	PK	43.49
		MISC-LAUNDRY	CEM	24.09
		MISC-LAUNDRY	ST	27.12
		MISC-LAUNDRY	ST	22.94
		LAUNDRY	SWR	46.88
		LAUNDRY	SWR	25.84
		WARRANT TOTAL		264.37
66185	ASI	PROFESSIONAL SERVICES	SWR	135.00
		PROFESSIONAL SERVICES	SWR	70.00
		WARRANT TOTAL		205.00
66186	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	7,661.20
		WARRANT TOTAL		7,661.20
66187	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	42.14
		AUTO FUEL	PD	1,016.63
		AUTO FUEL/DIESEL	FD	370.67
		AUTO FUEL/DIESEL	PK	199.30
		AUTO FUEL/DIESEL	PK	39.93
		AUTO FUEL/DIESEL	CEM	131.11
		AUTO FUEL/DIESEL	ST	32.00
		AUTO FUEL/DIESEL	ST	111.60
		MAINT OF GENERAL EQUIP	SWR	65.64
		AUTO FUEL/DIESEL	SWR	233.28
		AUTO FUEL/DIESEL	SWR	91.80
		AUTO FUEL/DIESEL	SAN	10.97
		AUTO FUEL/DIESEL	SAN	1,217.17
		AUTO FUEL/DIESEL	SWTR	196.71
		WARRANT TOTAL		3,758.95

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66188	AT&T MOBILITY	TELEPHONE	PD	824.79
		WARRANT TOTAL		824.79
66189	BANK OF AMERICA	POSTAGE	PD	17.18
		MEALS/TRAVEL	SWR	58.52
		WARRANT TOTAL		75.70
66190	BARNETT IMPLEMENT CO. INC	OPERATING SUPPLIES	ST	67.35
		OPERATING SUPPLIES	ST	103.06
		WARRANT TOTAL		170.41
66191	BANK OF AMERICA	TUITION/REGISTRATION	FD	99.00
		WARRANT TOTAL		99.00
66192	BANK OF AMERICA	REPAIR-MAINTENANCE SUPPLIES IT		60.96
		WARRANT TOTAL		60.96
66193	BANK OF AMERICA	PROFESSIONAL SERVICES	FIN	1,023.66
		WARRANT TOTAL		1,023.66
66194	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	19.41
		OPERATING SUP - CITY HALL	PK	234.94
		OPERATING SUPPLIES	SAN	175.52
		WARRANT TOTAL		429.87
66195	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES	ENG	450.00
		WARRANT TOTAL		450.00
66196	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	1,188.00
		WARRANT TOTAL		1,188.00
66197	BLUMENTHAL UNIFORM & EQUP	UNIFORMS/ACCESSORIES	PD	465.10
		UNIFORMS/ACCESSORIES	PD	420.28
		WARRANT TOTAL		885.38
66198	BOULDER PARK, INC	SOLIDS HANDLING	SWR	8,468.14
		WARRANT TOTAL		8,468.14
66199	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
66200	BROWN & COLE STORES	OFFICE/OPERATING SUPPLIES	PD	30.00
		REPAIRS/MAINT-DORM	FD	15.65
		WARRANT TOTAL		45.65
66201	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	89.55
		UTILITIES-COMMUNITY CTR	PK	222.53
		UTILITIES-SENIOR CENTER	PK	579.90
		UTILITIES-HAMMER SQUARE	PK	157.43
		UTILITIES - SHOP	PK	595.15
		UTILITIES - SHOP	PK	84.01
		PUBLIC UTILITIES-CITY HALL	PK	4,460.65

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		PUBLIC UTILITIES	ST	248.85
		PUBLIC UTILITIES	LIB	283.48
		PUBLIC UTILITIES	SWR	204.94
		PUBLIC UTILITIES	SAN	607.60
		WARRANT TOTAL		7,534.09
66202	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.93
		SMALL TOOLS & MINOR EQUIP	SAN	109.75
		WARRANT TOTAL		127.68
66203	CITIES INSURANCE ASSOC.	INSURANCE	PK	1,000.00
		WARRANT TOTAL		1,000.00
66204	CODE 4 PUBLIC SAFETY ED ASSOC	TUITION/REGISTRATION	PD	99.00
		WARRANT TOTAL		99.00
66205	CODE PUBLISHING INC.	CODE BOOK	LGS	383.25
		WARRANT TOTAL		383.25
66206	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	7.93
		SUPPLIES	ENG	7.94
		OFFICE/OPERATING SUPPLIES	PD	17.60
		OFF/OPER SUPPS & BOOKS	INSP	7.93
		WARRANT TOTAL		41.40
66207	COOK PAGING (WA)	TELEPHONE	FD	6.26
		WARRANT TOTAL		6.26
66208	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	43.01
		REPAIR & MAINT - AUTO	PD	43.01
		WARRANT TOTAL		86.02
66209	CRYSTAL SPRINGS	OPERATING SUPPLIES	CS	15.76
		OPERATING SUP - PARKS SHOP	PK	1.78
		OPERATING SUPPLIES	CEM	5.60
		OPERATING SUPPLIES	ST	46.72
		OPERATING SUPPLIES	SWR	94.32
		WARRANT TOTAL		164.18
66210	CUZ CONCRETE PRODUCTS, INC.	OTHER IMPROVEMENTS	PK	1,029.51
		WARRANT TOTAL		1,029.51
66211	DAILY JOURNAL OF COMMERCE	CONST-FRUITDALE MCGARIGLE	AST	80.00
		WARRANT TOTAL		80.00
66212	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	19.52
		SUPPLIES	FIN	44.78
		SUPPLIES/BOOKS	PLN	6.50
		SUPPLIES	ENG	6.51
		OFFICE/OPERATING SUPPLIES	PD	44.78
		OFF/OPER SUPPS & BOOKS	INSP	6.51
		WARRANT TOTAL		128.60

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
66213	DAVID EVANS & ASSOC INC	ENGINEERING-SKAGIT PROJECT AST	4,067.98
		CONST-SKAGIT PROJECT AST	4,763.64
		WARRANT TOTAL	8,831.62
66214	DESTINATION WIRELESS	TELEPHONE PD	16.19
		WARRANT TOTAL	16.19
66215	THE UNITY GROUP	PROFESSIONAL SERVICES FIN	120.00
		DUES/SUBSCRIPTIONS ENG	120.00
		WARRANT TOTAL	240.00
66216	E & E LUMBER	OPERATING SUPPLIES FD	3.21
		REPAIRS/MT-RV PARK PK	4.63
		REPAIRS/MT-RV PARK PK	21.85
		REPAIRS/MT-RV PARK PK	17.84
		REPAIR/MAINT-LIBRARY PK	12.96
		OPERATING SUPPLIES ST	86.51
		MAINT OF GENERAL EQUIP SWR	10.32
		OPERATING SUPPLIES SWR	20.13
		MACHINERY/EQUIPMENT SWR	32.72
		MACHINERY/EQUIPMENT SWR	65.76
		OPERATING SUPPLIES SAN	141.17
		WARRANT TOTAL	351.66
66217	ENTERPRISE OFFICE SYSTEMS	SUPPLIES FIN	15.61
		OFFICE/OPERATING SUPPLIES PD	25.91
		WARRANT TOTAL	41.52
66218	FEDERAL EXPRESS CORP.	CONST-FRUITDALE MCGARIGLE AST	25.72
		WARRANT TOTAL	25.72
66219	FLOYD, WINNIE	OFFICE/OPERATING SUPPLIES PD	26.97
		WARRANT TOTAL	26.97
66220	GREAT AMERICA LEASING COR	EQUIPMENT LEASES CS	270.39
		EQUIPMENT LEASES CS	309.56
		WARRANT TOTAL	579.95
66221	GUARDIAN NW TITLE & ESCROW	PURCHASE OF LAND FOR FIRE STN	223,021.18
		WARRANT TOTAL	223,021.18
66222	GUARDIAN SECURITY	PROFESSIONAL SERVICES PD	114.00
		OPERATING SUP - COMM CENTER PK	150.00
		OPERATING SUP - SENIOR CTR PK	135.00
		OPERATING SUP - CITY HALL PK	156.00
		OPERATING SUPPLIES SWR	114.00
		WARRANT TOTAL	669.00
66223	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL PD	97.70
		WARRANT TOTAL	97.70
66224	HONEY BUCKET	UTILITIES-PORTABLE TOILETS PK	64.50

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		193.50
66225	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	450.00
		WARRANT TOTAL		450.00
66226	IDEARC MEDIA CORP.	BOOKS, PERIOD, RECORDS	LIB	53.28
		WARRANT TOTAL		53.28
66227	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	25.06
		BOOKS, PERIOD, RECORDS	LIB	36.46
		BOOKS, PERIOD, RECORDS	LIB	18.71
		BOOKS, PERIOD, RECORDS	LIB	6.42
		BOOKS, PERIOD, RECORDS	LIB	16.24
		BOOKS, PERIOD, RECORDS	LIB	19.79
		BOOKS, PERIOD, RECORDS	LIB	21.03
		BOOKS, PERIOD, RECORDS	LIB	20.20
		BOOKS, PERIOD, RECORDS	LIB	17.63
		WARRANT TOTAL		181.54
66228	JOHN DEERE GOVERNMENT &	EQUIPMENT & VEHICLES	CEM	11,181.50
		WARRANT TOTAL		11,181.50
66229	KROESEN'S INC.	UNIFORMS	FD	48.22
		WARRANT TOTAL		48.22
66230	L N CURTIS & SONS	OPERATING SUPPLIES	FD	776.53
		OPERATING SUPPLIES	FD	710.93
		OPERATING SUPPLIES	FD	579.61
		REPAIRS/MAINT-EQUIP	FD	176.43
		WARRANT TOTAL		2,243.50
66231	LABCORP	PROF SERVICE-MEDICAL EXAMS	FD	54.50
		WARRANT TOTAL		54.50
66232	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	220.00
		WARRANT TOTAL		220.00
66233	LEE JOHNSON & SONS	MAINTENANCE OF LINES	SWR	5,368.50
		WARRANT TOTAL		5,368.50
66234	LEONARD BOUDINOT & SKODJE	PROF SVS-ENGINEERING	SWR	13,533.32
		WARRANT TOTAL		13,533.32
66235	LOGGERS AND CONTRACTORS	SMALL TOOLS/MINOR EQUIP	ST	116.48
		WARRANT TOTAL		116.48
66236	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	41.90
		WARRANT TOTAL		41.90
66237	MARK E. CHRIST, ARCHITECT	PROFESSIONAL SERVICES	PK	960.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	960.00
66238	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR JUD	2,557.50
		WARRANT TOTAL	2,557.50
66239	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP SAN	1,548.93
		REPAIRS/MAINT-EQUIP SAN	326.70
		REPAIRS/MAINT-EQUIP SAN	346.12
		WARRANT TOTAL	1,568.35
66240	NORTH CASCADE FORD	REPAIR & MAINTENANCE CS	421.14
		WARRANT TOTAL	421.14
66241	NORTH HILL RESOURCES, INC.	RECYCLING FEE - YARD WASTE SAN	118.91
		RECYCLING FEE - YARD WASTE SAN	119.13
		WARRANT TOTAL	238.04
66242	OFFICE DEPOT	SUPPLIES/BOOKS PLN	5.18
		SUPPLIES ENG	5.17
		OFFICE/OPERATING SUPPLIES PD	102.05
		OFF/OPER SUPPS & BOOKS INSP	5.18
		ENGINEERING FRUITDALE/MCGAR AS	64.75
		CONST-FRUITDALE MCGARIGLE AST	73.47
		CONST-FRUITDALE MCGARIGLE AST	4.36
		CONST-FRUITDALE MCGARIGLE AST	31.09
		CONST-FRUITDALE MCGARIGLE AST	14.02
		OFFICE SUPPLIES SWR	177.85
		OFFICE SUPPLIES SWR	7.82
		OFFICE SUPPLIES SWR	5.44
		WARRANT TOTAL	434.20
66243	OCLC	CATALOGUE SUBSCRIPTION LIB	819.60
		WARRANT TOTAL	819.60
66244	ORION SAFETY PRODUCTS	MACHINERY & EQUIPMENT PD	314.50
		OPERATING SUPPLIES FD	314.50
		WARRANT TOTAL	629.00
66245	PACIFIC POWER BATTERIES	OPERATING SUPPLIES SWR	29.21
		WARRANT TOTAL	29.21
66246	PAPE MATERIAL HANDLING EXCHANGE	SUPPLIES & BOOKS FD	106.03
		REPAIRS/MAINT-EQUIP SAN	34.59
		WARRANT TOTAL	140.62
66247	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO PD	205.60
		REPAIRS/MAINT-EQUIP SAN	54.43
		REPAIRS/MAINT-EQUIP SAN	2,630.10
		WARRANT TOTAL	2,890.13
66248	PETROCARD	AUTO FUEL/DIESEL CEM	57.35
		AUTO FUEL/DIESEL ST	49.14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		AUTO FUEL/DIESEL	ST	99.04
		AUTO FUEL/DIESEL	SWR	58.17
		AUTO FUEL/DIESEL	SAN	30.04
		WARRANT TOTAL		293.74
66249	PETTY CASH-DEBRA PETERSON	OPERATING SUPPLIES	LIB	88.71
		POSTAGE	LIB	8.40
		WARRANT TOTAL		97.11
66250	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	PD	16.90
		UTILITIES-RIVERFRONT	PK	150.55
		UTILITIES-TRAIN	PK	16.90
		UTILITIES-HAMMER SQUARE	PK	245.02
		UTILITIES-BINGHAM & MEMORIAL P		34.06
		UTILITIES - OTHER	PK	28.20
		PUBLIC UTILITIES-CITY HALL	PK	165.35
		PUBLIC UTILITIES	CEM	66.71
		PUBLIC UTILITIES	ST	36.99
		PUBLIC UTILITIES	LIB	22.76
		PUBLIC UTILITIES	SWR	180.58
		PUBLIC UTILITIES	SAN	39.92
		WARRANT TOTAL		1,003.94
66251	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	7,470.06
		WARRANT TOTAL		7,470.06
66252	QUIRING MONUMENTS, INC.	LINERS	CEM	80.00
		LINERS	CEM	84.00
		WARRANT TOTAL		164.00
66253	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES	ENG	635.37
		ENGINEERING- STATE OVERLAY	AST	2,652.22
		PROF SVS-ENGINEERING	SWR	534.93
		PROF SVS-ENGINEERING	SWR	5,680.10
		WARRANT TOTAL		9,502.62
66254	REMINISCE	BOOKS, PERIOD, RECORDS	LIB	19.98
		WARRANT TOTAL		19.98
66255	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	71.97
		WARRANT TOTAL		71.97
66256	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	481.78
		WARRANT TOTAL		481.78
66257	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP	FD	2.11
		REPAIR/MAINTENANCE-EQUIP	ST	60.60
		REPAIR PARKING	ST	88.78
		OPERATING SUPPLIES	SWR	60.48
		OPERATING SUPPLIES	SAN	41.03
		WARRANT TOTAL		253.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
66258	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES PD WARRANT TOTAL	89.52 89.52
66259	SK. CO. COM ACTION AGENCY	SK. COMM ACTION PUBL HLTH HLT WARRANT TOTAL	612.55 612.55
66260	SKAGIT CO. DIST. COURT	MUNICIPAL COURT PROB. JUD WARRANT TOTAL	2,700.00 2,700.00
66261	SKAGIT CO. SENIOR SERVICE	SKAGIT SENIOR SERVICES SEN WARRANT TOTAL	5,110.25 5,110.25
66262	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE SWR WARRANT TOTAL	36.00 36.00
66263	SKAGIT COUNTY SHERIFF	PRISONERS PD PRISONERS PD WARRANT TOTAL	5,277.54 892.73 6,170.27
66264	SKAGIT SOILS	RECYCLING FEE - YARD WASTE SAN WARRANT TOTAL	225.75 225.75
66265	SKAGIT SURVEYORS &	PURCHASE OF LAND FOR FIRE STN WARRANT TOTAL	862.50 862.50
66266	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS LGS LEGAL PUBLICATIONS LGS ADVERTISING PLN ADVERTISING PLN ADVERTISING/LEGAL PUBLIC PLN WARRANT TOTAL	30.00 26.25 78.75 123.75 138.75 397.50
66267	SK. WHATCOM ELECTRONICS	MACHINERY/EQUIPMENT SWR WARRANT TOTAL	33.97 33.97
66268	SORSDAL, HEATHER	TRAVEL PD WARRANT TOTAL	133.93 133.93
66269	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING PD UNIFORM CLEANING PD MISC-LAUNDRY FD WARRANT TOTAL	2.70 319.46 50.49 372.65
66270	STILES & STILES	MUNICIPAL COURT JUDGE JUD WARRANT TOTAL	2,728.00 2,728.00
66271	STOWES	UNIFORMS/ACCESSORIES PD WARRANT TOTAL	156.31 156.31
66272	TRENCHLESS CONSTRUCTION SVC.	CONSTRUCTION-TOWNSHIP LINE PWT WARRANT TOTAL	6,366.35 6,366.35

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
66273	TRUE VALUE	OPERATING SUPPLIES	FD	8.99
		OPERATING SUPPLIES	FD	13.51
		OPERATING SUPPLIES	FD	15.13
		OPERATING SUP - SENIOR CTR	PK	30.39
		REPAIR/MAINT-CITY HALL	PK	7.43
		MAINT OF GENERAL EQUIP	SWR	22.25
		OPERATING SUPPLIES	SWR	32.45
		OPERATING SUPPLIES	SWR	4.10
		REPAIRS/MAINT-EQUIP	SAN	19.45
		WARRANT TOTAL		153.70
66274	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	2,368.62
		WARRANT TOTAL		2,368.62
66275	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	126.89
		WARRANT TOTAL		126.89
66276	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	27.60
		WARRANT TOTAL		27.60
66277	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP	PK	34.43
		REPAIR/MAINTENANCE-EQUIP	ST	100.12
		REPAIR/MAINTENANCE-EQUIP	ST	1,614.77
		REPAIR/MAINTENANCE-EQUIP	ST	95.19
		OPERATING SUPPLIES	SWR	23.79
		REPAIRS/MAINT-EQUIP	SAN	.49
		REPAIRS/MAINT-EQUIP	SAN	1.11
		OPERATING SUPPLIES	SAN	2.15
		WARRANT TOTAL		1,872.05
66278	VERIZON NORTHWEST	TELEPHONE	JUD	271.48
		TELEPHONE	FIN	678.70
		TELEPHONE	FIN	51.89
		TELEPHONE	PLN	135.74
		TELEPHONE	ENG	135.75
		TELEPHONE	PD	311.46
		TELEPHONE	INSP	135.75
		WARRANT TOTAL		1,720.77
66279	WA STATE CRIMINAL JUSTICE	TUITION/REGISTRATION	PD	35.00
		WARRANT TOTAL		35.00
66280	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	PD	58.85
		WARRANT TOTAL		58.85
66281	WA ST DEPT OF LICENSING	DUES/SUBSCRIPTIONS	ENG	30.00
		WARRANT TOTAL		30.00
66282	WA ST DEPT OF LICENSING	PROFESSIONAL SERVICES	FIN	30.00
		WARRANT TOTAL		30.00
66283	WA STATE DEPT. OF L & I	REPAIR & MAINTENANCE	CS	109.40

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	109.40
66284	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	72.00
		INTERGOV SVC-GUN PERMITS PD	72.00
		WARRANT TOTAL	144.00
66285	WA STATE DEPT OF REVENUE	SMALL TOOLS & MINOR EQUIP FD	128.00
		TAXES AND ASSESSMENTS PK	37.67
		LINERS CEM	32.60
		TAXES AND ASSESSMENTS CEM	2,685.02
		TAXES AND ASSESSMENTS LIB	12.20
		BOOKS, PERIOD, RECORDS LIB	16.10
		TAXES AND ASSESSMENTS SWR	4,903.36
		TAXES & ASSESSMENTS SAN	5,675.81
		WARRANT TOTAL	13,490.76
66286	WA STATE PATROL	RENTAL TELETYPE PD	660.00
		WARRANT TOTAL	660.00
66287	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS PD	231.00
		WARRANT TOTAL	231.00
66288	WA ST DEPT OF GENERAL ADM	PROFESSIONAL SERVICES PD	50.00
		PROFESSIONAL SERVICES FD	50.00
		PROFESSIONAL SERVICES PK	50.00
		PROFESSIONAL SERVICES SWR	50.00
		PROFESSIONAL SERVICES SAN	50.00
		WARRANT TOTAL	250.00
66289	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	6,951.64
		WARRANT TOTAL	6,951.64
66290	WEST PAYMENT CTR	WESTLAW SERVICES LGL	285.28
		WARRANT TOTAL	285.28
66291	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	8.20
		POSTAGE FD	10.19
		REPAIR/MAINT-EQUIP & BLDG CEM	195.80
		MAINT OF GENERAL EQUIP SWR	9.22
		OPERATING SUPPLIES SWR	6.69
		WARRANT TOTAL	230.10
66292	LARSEN, JOE	DRIVING RANGE - GOLF	75.00
		WARRANT TOTAL	75.00
66293	HANER, RUBY	SPACE/FACILITY RENT-RIVERFRONT	175.00
		WARRANT TOTAL	175.00
		RUN TOTAL	400,808.94

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	274,552.88
101	PARK FUND	11,443.82
102	CEMETERY FUND	3,362.28
103	STREET FUND	10,477.32
104	ARTERIAL STREET FUND	12,213.49
105	LIBRARY FUND	1,506.05
332	PWTF SEWER CONSTRUCTION FUND	6,366.35
401	SEWER FUND	49,329.53
412	SOLID WASTE FUND	20,179.01
425	STORMWATER	196.71
501	EQUIPMENT REPLACEMENT FUND	11,181.50
TOTAL		400,808.94

DEPARTMENT	AMOUNT
001 000 011	439.50
001 000 012	8,496.50
001 000 014	1,964.64
001 000 015	2,785.28
001 000 017	60.96
001 000 018	1,168.39
001 000 019	4,354.51
001 000 020	1,390.74
001 000 021	20,582.35
001 000 022	227,431.84
001 000 024	155.37
001 000 055	5,110.25
001 000 062	612.55
FUND CURRENT EXPENSE FUND	274,552.88
101 000 000	250.00
101 000 076	11,193.82
FUND PARK FUND	11,443.82
102 000 036	3,362.28
FUND CEMETERY FUND	3,362.28
103 000 042	10,477.32
FUND STREET FUND	10,477.32
104 000 042	12,213.49
FUND ARTERIAL STREET FUND	12,213.49
105 000 072	1,506.05
FUND LIBRARY FUND	1,506.05
332 000 082	6,366.35
FUND PWTF SEWER CONSTRUCTION FUND	6,366.35
401 000 035	49,329.53
FUND SEWER FUND	49,329.53
412 000 037	20,179.01
FUND SOLID WASTE FUND	20,179.01
425 000 039	196.71
FUND STORMWATER	196.71
501 000 102	11,181.50
FUND EQUIPMENT REPLACEMENT FUND	11,181.50
TOTAL	400,808.94

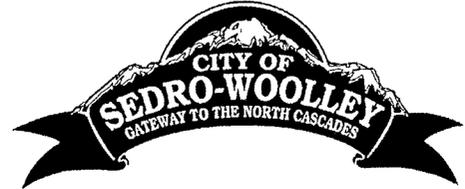
APR 22 2009

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

CITY OF SEDRO-WOOLLEY PARKS & RECREATION

325 Metcalf Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum



To: Mayor, City Council
From: Nathan Salseina, Parks/Facilities Lead
Date: 4/15/2009
Re: Golf Course Surplus Item

Background

When the Parks Department decided to open the driving range at the golf course in 2007 we needed a way to sell tokens for the driving range without staff having to collect money. We then purchased a token changer machine from American Changer Corporation. Now that our lease with the golf course has ended we have no use for the piece of equipment. Bob Ruby owner of the golf course has shown interest in purchasing the token changer so that he can continue to operate the driving range.

Recommendation

Recommend that the council approve the attached surplus resolution to surplus the Token Changer.

Thank You,

A handwritten signature in black ink, appearing to read 'Nathan Salseina', is written over a horizontal line.

Nathan Salseina
Parks/Facilities Lead

RESOLUTION NO.

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

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

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

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

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

AMERICAN CHANGER CORPORATION
Model #AC1001 Bill Changer - Single Hopper

Section 2. The Mayor is directed to sell the surplus property for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this 22nd day of April, 2009

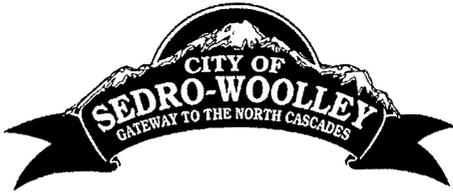
Mike Anderson, Mayor

Attest:

Christine Salseina, Deputy Clerk

Approved as to form:

Eron Berg, City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

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

APR 22 2009

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

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreement for Design Phase Services
Reichhardt & Ebe Engineering, Inc.**
State Street, Rita to 4th Overlay Project
DATE: April 15, 2009 (for Council review April 22, 2009)

ISSUE

Shall council move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide design engineering services for the State Street, Rita to 4th Overlay Project in the amount of \$15,674.81?

BACKGROUND/DISCUSSION

This project was discussed at the 1/28/09, 2/11/09 and 3/11/09 council meetings. During these discussions, we noted that there was a possibility of additional Stimulus funding for overlay projects and that the city would work to have at least one project ready should this funding become available. The State Street, Rita to 4th Overlay Project has been listed as an alternative project on the SCOG ARRA listing. During the 3/11/09 meeting, staff informed council that we were proceeding with the design work for this project so that it would be bid ready should the funds materialize. Due to work load, staff did not formalize the contract with R&E until this time.

Attached is a proposed Agreement for Professional Services No. 2009-PS-06 with Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA to provide design engineering services for the project.

In addition to the R&E design work, we have authorized Widener & Associates, Inc. to prepare the Environmental Classification Summary for the project. The estimated cost for this work is under \$4,000. We will issue a task order under the existing On Call Agreement with Widener for this work.

FINANCIAL

Funds for this project are available from surplus GMA Impact Fee funds budgeted for the SR20/F&S Grade Road and Skagit Industrial Park Road Improvements Project. These funds were budgeted in Account 104. We have requested that Finance assign new BARS numbers for the work.

REVENUE

104.000.042.595.10.31.00 PSE State, Rita to 4 th Overlay	\$ 20,000
Total Revenue	\$ 20,000

ESTIMATED EXPENDITURES – DESIGN PHASE COSTS

Reichhardt & Ebe Engineering, Inc.	\$15,574.81
Widener & Associates, Inc.	\$ 2,500.00
Total Expenditure	\$18,074.81

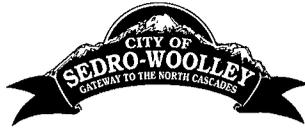
ANALYSIS

Sufficient funds are available as budgeted in Account 104 for design of this project., if shifted from the SR20-Skagit project.

RECOMMENDATION

MOTION:

Move to authorize Mayor Anderson to enter into agreement with Reichhardt & Ebe Engineering, Inc. to provide design engineering services for the State Street, Rita to 4th Overlay Project in the amount of \$15,674.81.



ORIGINAL

PROFESSIONAL SERVICES AGREEMENT No. 2009-PS-06.

(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this **16th** day of **April, 2009**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Reichhardt & Ebe Engineering, Inc.** whose address is **813 Metcalf, Sedro-Woolley, WA 98284**, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, services as **design phase services for the State Street, Rita to 4th Overlay Project as defined in Exhibit A attached hereto** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

not later than _____

[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

5. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B, "Manhour Estimate."**

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$15,674.81** without prior approval of the Director of Public Works/City Engineer.

6. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

7. Termination.

The term of this agreement shall be from the date signed through **December 31, 2009.**

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.
b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

8. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

9. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

10. Liability and Hold Harmless.

Each party shall indemnify, save, and hold harmless the other party of any claim, damages, losses, liability or expense cause by or resulting from their negligence related to the performance of this contract.

The Contractor shall provide proof to the City that it is insured under a professional liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under a general liability insurance policy covering the work within the scope of this agreement, in such form and amounts as are acceptable to the City.

For purposes of this agreement the Contractor waives immunity under RCW Title 51, the State Industrial Insurance Act for any claim brought by the City.

11. Employment Security. The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

12. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

13. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

14. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

15. Assignability. This agreement is not assignable by either party, without written consent of the other party.

16. Notices. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

17. Choice of Law/Venue. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

18. Non-exclusive Agreement. This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

19. MRSC Roster Registration. The Contractor shall register or maintain registration on the MRSC Consultant Roster.

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

DATED this _____ day of _____, 2009.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By: _____

REICHHARDT & EBE ENGINEERING, INC.
CONSULTING ENGINEERS

813 Metcalf Street | Sedro-Woolley, WA 98284 | Telephone 360-855-1713 | Fax: 360-855-1164

February 16, 2009

City of Sedro-Woolley
Mr. Mark Freiburger, Director of Public Works/City Engineer
325 Metcalf Street
Sedro-Woolley, WA 98284

Subject: Preliminary proposal for engineering services for the State Street,
Road Improvement Project PSE

Dear Mr. Freiburger,

state Thank you for giving us the opportunity to provide a preliminary proposal for the engineering services for the ~~Metcalf St.~~ *State St.* Road Improvement Project. From previous discussions and meetings, we understand the project to include engineering design and preparation of plans, specifications and an engineer's estimate for road improvements on State Street between the Railroad crossing West of Eastern Street and the Western side the Puget Avenue and State Street intersection as indicated below:

Road Surface

1. Edge grind & petro mat overlay
2. Cut & plug with pre-leveling for failing road structure
3. Adjust existing structures to finish grade
4. Pavement Markings
 - a. MMA - Stop Bars & Crosswalks
 - b. Painted - Centerline & Parking

Our proposal for engineering services on the above-mentioned project will include the following items:

1. Project Administration

This includes preparing and providing the City with monthly reports of R&E's progress and invoicing. This also includes preparing, monitoring and updating the design team's project schedule through PSE completion

2. Existing Conditions

This includes inventorying existing ground features located in the roadway that will be included in the contract documents (i.e. frame & grate, manhole, valve lid, striping, crosswalk etc). Field identified features will be incorporated into Base maps developed using City provided aerial photography.

3. Planning

This includes coordination with City staff to determine scheduling restrictions and other City specified project requirements. Additionally, upon development of the Base maps with the existing surface features incorporated, it is anticipated the City will provide comment and direction on;

1. Removal or replacement of existing structures
2. Addition to or deletion of existing striping locations
3. Addition to or deletion of recommended cut & plug repair locations

4. Engineering

The horizontal and vertical alignment will be dictated by the existing road alignment. Quantity take-off information for the proposed design will be provided. The pavement repair sections will be designed to meet applicable City standards and state requirements.

5. Drafting

Drafting will include the preparation of exhibits to be utilized within the contract documents. Exhibits will be a maximum of 11"x17" and will be located with the Appendix of the Contract Specifications. Drafting will be done using Autodesk Land Desktop 2006.

6. Project Documents

Project specifications, amendments, special provisions and bid proposal will be prepared in accordance with the American Public Works Association Washington State Chapter and Washington State Department of Transportation Specifications. City of Sedro-Woolley construction contract, maintenance bond, performance bond, payment bond and retainage investment option language will be incorporated into the Contract Specifications. Additionally, an Engineer's estimate for anticipated construction costs will be prepared.

7. Project Bidding

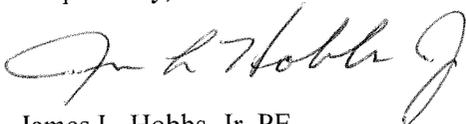
Throughout the advertisement of the project for bid, the Engineer will address bidder's questions. The pre-qualification requirements for bidder's will be reviewed and a recommendation for approval or rejection will be forwarded to the City. The Engineer will facilitate a pre-bid meeting for interested bidders. The Engineer will facilitate the bid opening meeting at the request of the City. A certified bid tabulation will be prepared and delivered to the City. Pre-award information will be requested of the low, responsive bidder and reviewed. A recommendation to award the contract will be prepared and delivered to the City.

At this time, no environmental permitting has been identified with this scope of work. As planning progresses and funding options are explored, environmental permitting may be required as part of the project. In this event, we would explore modifying the scope to include addressing these concerns.

Additionally, at this time, no drainage conveyance or curb & gutter improvements have been identified within this scope of work. If the City indicates it desires these improvements, we would anticipate modifying the scope to account for any additional work required to address their concerns.

For additional break down of these task items, a man-hour estimate has been attached for your review. If you have any questions or require additional information please contact me at (360) 855-1713. I look forward to hearing from you.

Respectfully,



James L. Hobbs, Jr. PE
Reichhardt & Ebe Engineering

Attachment: Man-hour Estimate

EXHIBIT B - MANHOUR ESTIMATE

City of Sedro Woolley
 State Street Road Improvement Project
 (Eastern Street to Puget Avenue)

Apr. 2009-PS-06

Reichhardt & Ebe Engineering, Inc.
 813 Metcalf Street
 Sedro-Woolley, WA 98284

Date: February 13, 2009

Phone: (360) 855-1713
 Fax: (360) 855-1164

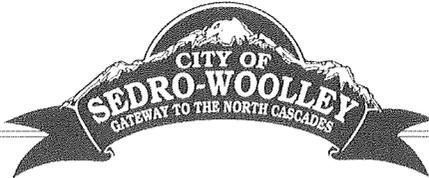
Item	Description	Prime Consultant		
		Principal	Project Manager	Clerical
		E-6	E-4	C-2
SCHEDULE A: DESIGN				
1.0	EXISTING CONDITIONS			
1.01	Research Existing Records	2	4	0
1.02	Engineering Data Acquisition	2	3	0
1.05	Field Verify Base Maps (Exhibits)	2	3	0
	Sub-Total	6	10	0
2.0	PLANNING			
2.01	Client Meeting/Coordination (ONE meetings)	2	3	0
	Sub-Total	2	3	0
4.0	DRAFT DESIGN			
4.01	Plan Sheets (Exhibits)	3	24	0
4.06	QA/QC	2	4	0
7.07	Address Client Comments	3	4	0
	Sub-Total	8	32	0
5.0	PROJECT DOCUMENTS			
5.01	Amendments to Standard Specifications	4	3	1
5.02	Standard Specifications	4	4	1
5.03	Special Provisions	3	9	1
5.04	Advertisement for Bid	2	2	1
5.05	Client Specific Division 1 Language	2	2	1
5.06	Client Specific Contract Language	2	2	1
5.07	Exhibits	2	6	1
5.08	QA/QC	3	4	1
5.09	Engineer's Estimate of Construction Cost	1	4	1
	Sub-Total	23	36	9
6.0	PROJECT BIDDING			
6.01	Bidder's Questions	2	2	1
6.02	Pre-qualification requirements	3	6	0
6.03	Pre-bid Meeting	1	2	1
6.04	Bid Opening Meeting	1	2	1
6.05	Bid Tabulation	1	3	1
6.06	Recommendation to Award Letter	2	6	1
	Sub-Total	10	21	5
	SUBTOTAL	49	102	14
	Billing Rates	\$111.79	\$89.15	\$46.70
	TOTAL	\$5,477.71	\$9,093.30	\$653.80
7.0	REIMBURSABLES	Units	Unit Cost	Total
7.02	Copying	4500	\$0.10	\$450.00
	Sub-Total			\$450.00

GRAND TOTAL	\$15,674.81
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CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2009

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



DATE: April 22, 2009

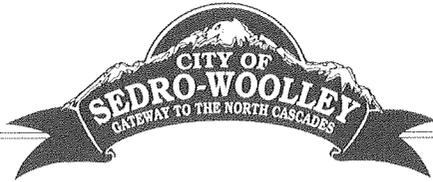
TO: Sedro-Woolley City Council

FROM: Mayor Mike Anderson

VIA: Christine Salseina *Christine*

SUBJECT: APPOINTMENTS TO HOUSING AUTHORITY

There are currently two openings on the Sedro-Woolley Housing Authority Board. I would like to appoint Terry Karper to the unexpired term of Ken Rosencrantz ending December 31, 2012. Laurie Fellers will replace the vacancy created by Stan Sygitowicz resignation at the end of his term which expired December 31, 2008. Laurie's term will expire on December 31, 2013.



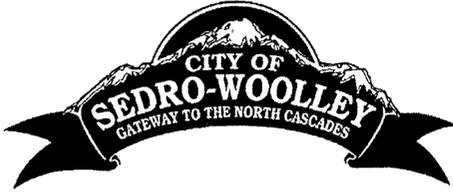
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

NEW
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2009



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

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0707

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council

FROM: Mark A. Freiberger, PE

RE: Award of Construction Management Contract
Fruitdale Road and McGarigle Road Improvements Project and SR 9 Pedestrian/Bicycle
Improvements Project

DATE: April 15, 2009 (for council meeting April 22, 2009)

ISSUE

Should the Council authorize the Mayor to sign the attached Local Agency Standard Consultant Agreement with Leonard, Boudinot & Skodje, Inc., in the amount of \$399,185?

BACKGROUND

The Fruitdale Road and McGarigle Road Improvements Project and SR 9 Pedestrian/Bicycle Improvements Project was advertised for bids on April 9, 2009, and bids close on May 1, 2009. The Mayor assigned a Consultant Selection Committee under city policy to select a construction management firm to assist the city with construction management for the project. The work consists of engineering support, construction management, project inspection, submittal review, construction surveying, materials testing, environmental monitoring and electrical engineering support. City staff will provide one full time field inspector (Eric Potash) plus support staff and engineering oversight for the work to supplement the contract work.

Selection was done under the City's Consultant Selection Guidelines and per WSDOT Local Agency Guidelines requirements. An abbreviated process using the MRSC Rosters was employed for the selection.

Three qualified local firms were short listed and interviewed for the work. The committee acted to select Leonard, Boudinot & Skodje, Inc. of Mount Vernon, Washington for the work. All selection work is documented in the CM file as required by the Guidelines.

Staff has negotiated the attached agreement with LBS, which is presented for council approval.

Prior to final execution of the agreement, approval is required from WSDOT Northwest Region, Mount Baker Area Development Services, acting as Certification Acceptance for the project.

FINANCIAL

REVENUE

Project funding is available from the following sources:

Skagit County PW Road Funds	\$ 357,654
City of Sedro-Woolley GMA Impact Fees	\$ 455,716
ARRA for Fruitdale-McGarigle	\$1,337,566
ARRA for SR 9 Sidewalk	\$ 79,019
High Priority Project	\$ 650,160
Skagit County EDC	\$ 500,000
CERB Job Development Fund	\$2,277,000
Enhancement	\$ 420,000
City Sewer Cumulative Reserve	\$ 610,288
PUD Water	\$ 164,946
In Kind ROW Donations	\$ 51,399
TOTAL	\$6,903,748

Project Expenditures are estimated as follows:

EXPENDITURES:

Design	\$ 607,668
ROW	\$ 202,844
Construction Contract, incl WSST	\$5,205,748
5% Contingency on Contract	\$ 257,903
PSE Street Lights	\$ 29,714
Wetland Restoration Contract	\$ 40,000
WSDOT State Services (for CA & Misc)	\$ 30,000
Construction Engineering 10% CN	\$ 529,870
TOTAL CN	\$6,903,748

ANALYSIS

The project budget includes an allowance of 10% of Construction Contract plus contingencies or \$529,870. The proposed contract with LBS totals \$399,185. City staff costs allowed for the project total \$123,383, for a total estimated CM cost of \$522,568, which amounts to 9.6% on CN.

The city will be required to return ARRA funds over 10% of the award amount after close of bids. We are looking at adding additional work items by addendum that will restore items not currently in the project that were proposed under the Safe Routes to Schools grant application that was not funded.

RECOMMENDATION:

Motion to authorize the Mayor to sign the attached Local Agency Standard Consultant Agreement with Leonard, Boudinot & Skodje, Inc., in the amount of \$399,185.

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Leonard, Boudinot & Skodje, Inc. P.O. Box 1228 603 South First Street Mount Vernon, WA 98273-1228 360 336-5751	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number		
Federal Aid Number	Project Title And Work Description Construction Management and Construction Surveying Services for the Fruitdale Road and McGarigle Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0827514 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date December 31, 2009	
	Total Amount Authorized \$ 363,185.00 Management Reserve Fund \$ 36,000.00 Maximum Amount Payable \$ 399,185.00	

Index of Exhibits (Check all that apply):

- | | |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, between the Local Agency of _____ City of Sedro-Woolley _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant Leonard, Boudinot & Skodje, Inc. Agency City of Sedro-Woolley

Exhibit A

SCOPE OF WORK

This scope of work will provide construction management and construction surveying services for the Fruitdale Road and McGarigle Road Improvements and SR 9 Pedestrian/Bicycle Safety Improvements Project for the City of Sedro-Woolley. The scope of work to be completed is detailed as follows:

Construction Management Services

- A. Pre-construction meeting.
- B. Review project material submittals.
- C. Conduct the project weekly construction meetings.
- D. Meet with City Public Works Project Managers as necessary to review issues.
- E. Provide technical engineering expertise as required, including responding to Contractor questions and preparation of revisions if required.
- F. Provide construction observation. Prepare daily reports to be included in inspection report file. This estimate is based on one full-time inspector for 120 working days (10 HR/DAY). Our inspector will work with City Inspector(s).
 - Monitor the Contractor's work and materials
 - Provide the communications link between the Project Superintendent and Project Engineer and City staff.
 - Coordinate work with the project contractor and the various utilities for facility relocations, with the School District, postal service, emergency services and solid waste collection
 - Coordinate with the project contractor and the materials testing consultant to insure materials and compaction are in compliance with the project specifications and for scheduling tests
 - Coordinate with City staff and WSDOT CA Inspector as necessary
 - On a daily basis, prepare daily inspection reports, photographs, accounting of quantities and material test results. These records will be in WSDOT formats and available for review
 - Conduct Prevailing Wage interviews as required
 - Coordinate with our office staff for the preparation of Weekly Statements of Days worked
 - Coordinate construction surveying services
 - Document approved contractor change order and force account work

- G.** Negotiate with Contractor regarding change orders and force account work.
- H.** Review and provide comment for monthly progress pay estimates.
- I.** Provide weekly working day statements.
- J.** Project closeout.
- K.** Subconsultants
 - 1. Electrical technical support: Subcontract with SCADA Controls & Engineering, Inc. for electrical component submittal review, and SCADA coordination for both the storm and sewer pump stations, and provide technical support as needed. (Preliminary estimate of \$5,000. To be adjusted by amendment.)
 - 2. Environmental support services: Subcontract with Widener & Associates for construction support for the wetland area mitigation work. (Preliminary estimate of \$15,000. To be adjusted by amendment.)
 - 3. Materials testing: Subcontract with a certified material testing laboratory for material sampling and analysis, and compaction testing for utility and roadway construction. (Preliminary estimate of \$50,000. To be adjusted by amendment.)

The Construction Manager/Project Engineer's responsibilities are more clearly defined as follows:

- Review and approve material submittals from the contractor in accordance with the WSDOT provided ROM and acceptance reports
- Review and respond to RFI's
- Review daily inspection and material test reports
- Conduct weekly meetings including meeting agenda preparation and minutes review
- Review the contractor's schedule and coordinate with the contractor for updates
- Prepare Change Order Proposals, Change Orders and Force Account documentation (in WSDOT format) including negotiations with the project contractor
- Respond to the site to resolve design conflicts, provide design clarifications, and prepare any necessary plan revisions.
- Respond to site to discuss project impacts and design considerations with residents and resolve complaints

- Provide the communication link between the Project Inspector, City staff, the contractor and State agencies
- Prepare and submit Weekly Working Days Statements
- Coordinate with various utility companies to insure relocation work progresses such that work conflicts and delays are avoided.
- Assist City staff in the preparation of project related press releases
- Insure the documentation required by the project funding sources is provided by the contractor
- Prepare monthly quantity summaries and provide to the City for review, prepare monthly progress payments
- Prepare final documentation for the closeout of the project.

Construction Surveying Services

A. Silt Fence and Wetland Mitigation

Provide stakes to locate silt fence along Brickyard Creek and SR 9.

Provide stakes to delineate wetland mitigation areas.

B. Storm Sewer

Provide construction hubs for storm sewer structures and pipes. Each structure and stub will have a hub located at the middle of the structure with two off-set hubs. Cut sheets will be provided.

Detention pond will be slope staked.

Staking for storm pump station and appurtenances.

C. Sanitary Sewer

Provide construction hubs for sewer structures and side services. Each structure and side service will have a hub located at the middle of the structure with two off-set hubs. Cut sheets will be provided.

Provide staking for sewer pump station facilities.

D. Utility and Street Lighting

Utility trench for street lighting and pump stations will be staked at 50 foot stations. Grades will be provided to place vaults and street lights.

E. Road Excavation and Ballast

Centerline hubs will be provided at 50-foot stations for approximately 6,990 feet throughout the project. These hubs will be placed three separate times: first set of hubs will be set for sub-grade excavation; second set for top ballast; third set for blue top for top of crushed.

- F. Curb and Gutter Staking**
Provide off-set hubs for approximately 16,540 feet of curb and gutter throughout the project. Hubs will be set at 50 foot stations. All radius and curb returns will be set. Cut sheets will be provided.
- G. Channelization**
Provide paint spots for channelization and staking for signs throughout project.
- H. Water Line Staking**
Provide construction stakes for water line at 50 stations and provide a stake for the center of fire hydrant as well as two off-set stakes with grades marked to top of flange.
- I. Gravity Block Wall**
Provide stakes for construction of gravity block wall.
- J. Monumentation**
Reset eleven existing monuments in the centerline of McGarigle Road and Fruitdale Road.
- K. As-Builts**
As-built survey and plans to be supplied to the City of Sedro-Woolley.
- L. Saw-cuts**
Mark out saw-cut lines as needed throughout project.

Estimated cost for Leonard, Boudinot & Skodje Construction Management Services is one hundred forty-one thousand, two hundred and sixty dollars (\$141,260).

Estimated times are based on project time of completion of 120 working days (24 weeks) and includes costs for construction photographs, copying and printing.

Estimated cost for Construction Surveying Services is one hundred thirty-nine thousand eight-hundred and eighty-five dollars (\$139,885). This estimate does not include the replacement of, or setting new property corners and any associated records of survey mapping and filing. Estimate does include copy and printing costs.

Exhibit D-3

Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E

**City of Sedro-Woolley Public Works
Fruitdale Road and McGarigle Road Improvements and SR 9
Pedestrian/Bicycle Safety Improvements Project**

Construction Management and Construction Surveying

Activity/Subactivity Fee	Scope Task**	Principal \$105	Engineer \$95	Surveyor \$85	LSIT \$70	Drafter \$60	Tech \$60	Office Admin \$65	Clerical \$45
Construction Management									
Pre-construction Meeting	A		4						
Review Submittals	B		16						
Weekly Meetings (24)	C		96						
Project Review Mtg w/City	D		48						
On-site Engineer, Coord. & Revisions	E		250			24			
On-site Inspector (1)	F						1200		48
CO & FA Negotiations	G		80						24
Review Pay Estimates	H		24						
Weekly Work Day Reports	I		36						
Project Closeout	J		40					16	8
Construction Surveying									
Construction Staking	SS A-L								
Office				250		210		45	28
Field				500	600	160			
As-Built Drawings						80			10
Principal									
Project Oversight		48							
Totals		48	594	750	600	474	1200	61	118

Fee \$ 5,040 \$ 56,430 \$ 63,750 \$ 42,000 \$ 28,440 \$ 72,000 \$ 3,965 \$ 5,310

Management Fee	\$ 134,510
Surveying Fee	\$ 137,385
Principal Oversight	\$ 5,040
Field & Office Misc. Expenses <small>(Mileage, photos, prints, copies, survey materials, etc.)</small>	\$ 9,250
Total	\$ 286,185

Subconsultant Estimates	
Electrical	\$ 5,000
Environmental	\$ 15,000
Materials Testing	\$ 50,000
Subtotal	\$ 70,000
Consultant Overhead	10% \$ 7,000
Total	\$ 77,000

Subconsultant amounts to be confirmed by amendment(s).

Grand Total **\$ 363,185**

***Refer to Scope of Work Contract Exhibit A
Hours may vary between staff as available.*

Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

SCADA and Controls Engineering, Inc.: Electrical submittal review, SCADA coordination and site visits, as needed.

Widener & Associates: Environmental support services.

Materials Testing: Construction materials sampling, laboratory analysis, and compaction testing.

Consultant has a 10% overhead/processing charge on all subconsultant billings.

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Robert C. Boudinot, P.E., Principle and duly authorized representative of the firm of Leonard, Boudinot & Skodje, Inc. whose address is PO Box 1228, 603 S First St., Mount Vernon WA 98273 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Sedro-Woolley, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Leonard, Boudinot & Skodje, Inc.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Leonard, Boudinot & Skodje, Inc.

(Date)

(Signature) President or Authorized Official of Consultant

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Leonard, Boudinot & Skodje, Inc. P.O. Box 1228 603 South First Street Mount Vernon, WA 98273-1228
Agreement Number	Project Title And Work Description Construction Management and Construction Surveying Services for the Fruitdale Road and McGarigle Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements
Federal Aid Number	
Local Agency City of Sedro-Woolley	

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, between the Local Agency of City of Sedro-Woolley, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant Leonard, Boudinot & Skodje, Inc.

Agency City of Sedro-Woolley

By _____

By _____

Consultant _____

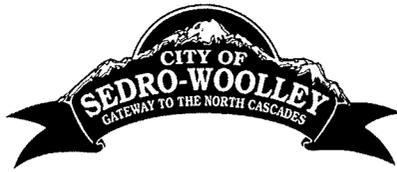
Agency Washington State Dept. of Transportation

By _____

Agency _____

By _____

Agency _____



CITY COUNCIL AGENDA
REGULAR MEETING

APR 22 2009

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 1e

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director & Building Official

Date: April 22, 2009

Subject: New chapter 17. __ SWMC, *Essential Public Facilities* (EPFs)

ISSUE

Should the City Council adopt the attached zoning ordinance and *SCTF Siting Map* that regulate siting of *Essential Public Facilities*?

PROJECT DESCRIPTION / HISTORY

The City Council adopted interim ordinance 1612-08 in May of 2008 to address development regulations for *Essential Public Facilities* (EPFs). The Council also adopted a workplan outlining the steps needed to adopt a permanent ordinance.

The Sedro-Woolley Planning Commission held multiple public hearings and made recommended modifications to the EPF ordinance and *SCTF siting map*. The final public hearing was on April 21, 2009.

This proposed chapter was submitted to the Washington State Community of Trade and Economic Development (CTED) for a 60-day review on January 28, 2009. CTED had no comments on the proposed ordinance.

A State Environmental Policy Act (SEPA) review, including the public notification and comment process, was completed on April 21, 2009. No public comments were received.

Included with the attached ordinance is **Exhibit A**, the *Secure Community Transition Facilities (SCTF) Siting Map*.

RECOMMENDED ACTION

Motion to approve ordinance _____ and the *SCTF Siting Map* that regulate the siting of *Essential Public Facilities*.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY,
WASHINGTON RELATING TO LAND USE PLANNING AND GROWTH
MANAGEMENT; ADOPTING DEVELOPMENT REGULATIONS
PROVIDING FOR IDENTIFICATION, DESIGNATION, SITING, AND
REGULATION OF ESSENTIAL PUBLIC FACILITIES; ADOPTING A
NEW CHAPTER 17. __ SWMC;**

The City Council of the City of Sedro-Woolley, Washington does hereby ordain as follows:

Section 1. RECITALS AND FINDINGS.

1.1 Essential public facilities (“EPF”) include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, state and local correctional facilities, solid waste handling facilities; and, in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

1.2 RCW 36.70A.200(1) requires cities, as well as counties, planning under the Growth Management Act to develop criteria for siting essential public facilities which includes that each city and county planning under the GMA include a process for identifying and siting essential public facilities in their comprehensive plans and development regulations.

1.3 RCW 36.70A.200(5) states that “no local comprehensive plan or development regulation may preclude the siting of essential public facilities.”

1.4 The Central Puget Sound Growth Management Hearings Board in *King County v. Snohomish County*, CPSGMHB Case No. 03-3-011, 03-3-3325, 04-3-0012 (*King County II*, 2006) has further ruled that the GMA prohibition against the preclusive effect of local government regulations on EPFs applies not only to “permanent regulations” adopted pursuant to RCW 36.70A.040 but also to moratoria precluding the siting of EPFs adopted pursuant to RCW 36.70A.390.

1.5 WAC 365-195-340(2)(b) recommends a process for a cooperative interjurisdictional approach to the siting of essential public facilities of a county-wide, regional, or statewide nature, consistent with county-wide planning policies.

1.6 Skagit County has adopted county-wide planning policies (“CPP”) for the siting of essential public facilities that call for a process to be developed for identifying and siting essential public facilities. CPP 12.3.

1.7 The Skagit County CPPs also call for public facilities and services to be integrated and consistent with locally adopted comprehensive plans and implementing regulations. CPP 12.1.

1.8 Skagit County's comprehensive plan states that the County's regulations establish a process to identify and site essential public facilities that include as a component that "host" municipalities have a reasonable opportunity to participate in the site selection process.

1.9 The Central Puget Sound Growth Management Hearings Board in *King County II* has ruled that the provisions of the Growth Management Act, when read together, allow local jurisdictions to have a role in the siting of EPFs and that local jurisdictions may impose reasonable conditions on the EPFs and may require reasonable mitigation in their development.

1.10 The Central Puget Sound Growth Management Hearings Board in *King County II* has further ruled that it is appropriate for local jurisdictions to use a conditional use process to evaluate reasonable conditions and require reasonable mitigation.

1.11 The City Council finds that the creation of an interjurisdictional process for the siting of EPFs should include or provide for a definition of such facilities, siting criteria, an inventory of existing and planned future facilities, incentives for local jurisdictions to host such capital facilities, environmental safeguards, the consideration of alternatives to such facilities, and flexibility in the common siting criteria to account for special circumstances.

1.12 Further, consistent with the goals and policies of the GMA and the CPP, collaboration among the jurisdictions within the County, and public participation in the process is required.

1.13 Using the provisions of RCW 36.70A.390 and RCW 35A.63.200 the City adopted an Emergency Interim EPF Ordinance, effective for one year and which expires on May 5, 2009.

1.14 It is the purpose of this Ordinance to implement the directions of the GMA, the CPPs and integrate EPF siting process into the City's development regulations. This Ordinance provides a process for the identification and designation, siting and regulation of essential public facilities. This Ordinance is adopted under the City's authority to provide for the general health, safety and welfare of all of the public.

1.15 The Sedro-Woolley Planning Commission held multiple public hearings and made recommended modifications to the EPF ordinance and SCTF siting map. The final public hearing was on April 21, 2009.

1.16 This proposed chapter was submitted to the Washington State Community of Trade and Economic Development (CTED) for a 60-day review on January 28, 2009. CTED had no comments on the proposed ordinance.

1.17 A State Environmental Policy Act (SEPA) review, including the public notification and comment process, was completed on April 21, 2009.

Section 2. NEW CHAPTER 17. __ SEDRO-WOOLLEY MUNICIPAL CODE.

There is added to the Sedro-Woolley Municipal Code a new chapter 17. __, as follows:

17. __ ESSENTIAL PUBLIC FACILITIES

17. __.020 Purpose

A. The purpose of this Chapter is to establish a siting process for Essential Public Facilities (EPFs). This process involves the community and is intended to assist in the identification and minimization of adverse impacts.

B. Essential Public Facilities are defined in SWMC 17.04.030. EPFs include those facilities listed in RCW 36.70A.200. EPFs include, but are not limited to, those facilities which are difficult to site, such as airports, state educational facilities, state and regional transportation facilities, state and local correctional facilities, solid waste handling facilities, power generation or communications facilities, in-patient facilities (including substance abuse facilities, mental health facilities and group home facilities not classified as single-family residences) and Secure Community Transition Facilities as defined in SWMC 17.04.030. For the purposes of this chapter, animal shelters housing more than 50 animals at any one time and hazardous waste storage/disposal/processing/handling facilities shall be reviewed as an EPF. The Growth Management Act mandates that no local development regulation may preclude the siting of essential public facilities as defined by Washington State.

C. Nothing in this Chapter shall be deemed to waive the City's rights to assert lead agency status to conduct environmental review under Washington State's Environmental Policy Act pursuant to Chapter 43.21C RCW and WAC 197-11 as now and hereafter amended.

17. __.030 Scope

A. This Chapter establishes the criteria that the City will use in making a decision upon an application for an EPF. The City's Planning Director (Director) shall develop a list of essential public facilities. These facilities shall meet the definition of essential public facilities under SWMC 17.04.030. A use or facility may be added to the list of essential public facilities if the use meets the definition of an essential public facility. The list required by this section shall be filed and maintained with the City's Finance Department.

B. This Chapter shall serve to establish the process for permitting those uses determined to be EPFs and which satisfy the criteria set forth under SWMC 17. __.060. The Director shall determine whether a proposed facility shall be reviewed as an EPF and subject to this review process.

17. __.040 Procedure

Applications that seek approval for an EPF as defined by SWMC 17.04.030 and/or are listed under SWMC 17. __.020 shall follow the procedures established in SWMC 2.90 for a Type II permit process. In addition to the decision criteria described in SWMC 17. __.060,

Secure Community Transition Facilities as defined in SWMC 17.04.030 shall also be consistent with the decision criteria described in SWMC 17. __.080.

17. __.050 Applications for EPF Projects

All proposed projects determined to be EPFs shall be reviewed and conditioned in accordance with all requirements of the Sedro-Woolley Municipal Code including the conditional use permit procedure, set forth in this Chapter and referred to as the CUP-EPF review procedure. All EPF applications shall contain the following information:

A. A detailed written description of the proposed and potential public services to be provided, including an proposed site plan, the proposed service area of the facility, the source or sources of funding, and identification of any applicable public regulatory agencies or regional state or federal project agency sponsors and the federal or state authority which the agency has been granted for siting decision-making;

B. A written statement of the need, in statistical or narrative form, for the proposed project currently and over the following ten (10) year period;

C. An inventory of known, existing or proposed facilities, by name and address, within Skagit County, or within the region, serving the same or similar needs as the proposed project;

D. An explanation of the need and suitability for the proposed facility in the proposed City location(s);

E. An assessment of the suitability of the proposed location in the City or another jurisdiction in terms of local, County, regional and/or State needs in order to minimize public costs (where appropriate) and environmental impacts, to discern the suitability of the facility's location in the City or within another jurisdiction, to determine the number of jurisdictions affected or served by the proposed EPF, and to decide what, if any, inter-jurisdictional approach is most appropriate or available;

F. An analysis of the environmental, social, economic, financial and infrastructure impacts of the proposed EPF, including an assessment of the proportionate financial impacts on affected jurisdictions, consideration copies of agreements which allocate the financial burdens of the proposed project on the City and other jurisdictions, and the approximate area within which the proposed project could potentially have adverse impacts, such as increased traffic, public safety risks, noise, glare, emissions, or other environmental impacts, and;

G. An analysis of the proposal's consistency with the City's Comprehensive Plan and development regulations, and plans and policies of other affected jurisdictions, including but not limited to Skagit County Countywide Planning Policies;

H. Documentation of public involvement efforts to date, including public and agency comments received, and plans for future public participation;

I. Such information as requested by the Director as determined necessary to complete the preliminary analysis or to otherwise assist the Director and staff to make a recommendation and the City Hearing Examiner in making the final determination on the CUP-EPF.

17. __.060 CUP-EPF Review Criteria

A. Essential public facilities shall be subject to classification and identification as follows:

1. Type One – Regional EPFs. These are major essential public facilities that provide public services to more than one county and where the provider has statutory authority to site and construct the facility and where a regional, inter-governmental siting process has been followed. These facilities may include, but are not limited to, regional transportation facilities, such as regional airports; State correction facilities; and State educational facilities.

2. Type Two – Local EPFs. These are local or inter-local facilities serving residents or property serving Skagit County. A “Local EPF” means an essential public facility that is not a regional EPF.

3. In order to enable the City to determine the project’s classification, any public or private entity proposing to site an EPF in the City shall provide to the Director its intent to site the EPF, once it is known that the EPF is likely or required to be built, the application materials set forth in SWMC 17. __.050.

4. The Director shall review the application upon receipt and determine whether the proposed project shall be identified as an EPF and if so whether the EPF shall be classified as a Regional EPF or Local EPF. A determination shall be made within 45 days following the Director’s written notice to applicant of receipt of sufficient material and information set forth in SWMC 17. __.050. The Director shall provide notice of determination to the applicant and publish notice of the determination in a newspaper of general circulation within Skagit County.

5. The Director’s determination shall be an administrative determination subject to appeal and procedures established in SWMC 2.90 for a Type IA administrative appeal process.

B. Notification and involvement of community and jurisdictions for EPFs shall be as follows:

1. Type One Facilities. In addition to such other notice as may be required by law before the siting decision, and at least ninety (90) days before submitting an application for a Type One essential public facility, the prospective applicant shall notify the affected public and jurisdictions of the general type and nature of the proposal, identify sites under consideration for accommodating the proposed facility, and identify opportunities to comment on the proposal. Applications for specific projects shall not be considered complete in the absence of proof of a published notice and notice to the City regarding the proposed project. Published notice shall be in a newspaper of general circulation in the affected area. This notice shall include the

information described above and shall be published at least ninety days prior to the submission of the application. It is expected that an Environmental Impact Statement may be required for most type one facilities in accordance with the SEPA environmental review process. Nothing from this Section will preclude the City from consulting with the Skagit Council of Governments and may provide the project sponsor and affected jurisdictions with their comments or recommendations regarding alternative project locations during this process. The purpose of this provision is to enable potentially affected jurisdictions and the public to collectively review and comment on alternative sites for major facilities before the project sponsor has made their siting decision

2. Type Two Facilities. Type two essential public facilities shall be required to provide a notice of application as required by SWMC 2.90.030.

C. Conditional Use Permit Required.

1. An EPF shall be a conditional use in all zones. In the event of a conflict with any other provision within the Sedro-Woolley Municipal Code, the provisions of this section shall govern.

2. An EPF application and approval process shall satisfy the requirements of this chapter and chapter 17.56 SWMC and shall be subject to appeal and the procedures established in 2.90 SWMC for a Type II conditional use permit.

3. In addition to the conditional use permit application fee, an additional cost reimbursement agreement with the applicant may be required for additional costs, including but not limited to costs for independent consultant review set forth in subsection D below, associated with review of an EPF application under the criteria established in this chapter.

D. Independent Consultant Review.

1. The Department may require independent consultant review of the proposal to assess its compliance with the decision criteria contained in this chapter.

2. If independent consultant review is required, the applicant shall deposit funds or other security in an amount and in a form acceptable to Director to defray the cost of such review. Unexpended funds will be returned to the applicant following the final decision on the application without interest.

E. Decision criteria for Type One facilities “Regional Essential Public Facilities.”

The hearing examiner must approve or approve with conditions, a conditional use permit for a Type one EPF in accordance with the following criteria:

1. The sponsor has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project’s scope, applicable requirements of the county code, and state or federal law;

2. The proposal complies with applicable requirements of Chapter 17.56 SWMC and all other applicable provisions of the City code except SWMC 17.56.060;

3. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs;

4. The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;

5. The proposal, as conditioned, adequately mitigates for any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists.

6. The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property; and

7. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW 486-100 WAC as now and hereafter amended when otherwise required by law.

9. The proposal complies with applicable requirements of all other applicable provisions of the City code;

10. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs;

11. The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;

12. The proposal shall not have any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists;

13. The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property;

14. Major public facilities which generate substantial traffic should be sited near major transportation corridors;

15. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW 486-100 WAC as now and hereafter amended when otherwise required by law.

16. If the project is a solid waste facility, inpatient facility, correctional facility, sewer treatment facility, or hazardous waste facility, the property on which the project is located is a minimum of 300 feet from any public or private school.

F. Decision Criteria for Type Two facilities “Local Essential Public Facilities.”

The hearing examiner may approve or approve with conditions, a conditional use permit for a Local EPF only when the proposal meets all of the following criteria:

1. The proposal shall be consistent with the comprehensive plan and intent of the underlying zoning of the proposed site;

2. The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed;

3. If applicable, the project would serve a significant share of the City’s population, and the proposed site will reasonably serve the project’s overall service population;

4. The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology;

5. The project is consistent with the applicant’s own long-range plans for facilities and operations;

6. The project has fewer impacts in the particular geographic area in contrast with other available locations;

7. The applicant has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project’s scope, applicable requirements of the City code, and state or federal law;

8. If the project is a solid waste facility, inpatient facility, correctional facility, sewer treatment facility, or hazardous waste storage/disposal/processing/handling facility, the property on which the project is located is a minimum of 300 feet from any public or private school.

17. __.070 Building Permit Application.

A. Any building permit for an EPF approved under this chapter shall comply with all conditions of approval in the conditional use permit. In the event a building permit for an EPF is denied, the department shall submit in writing the reasons for denial to the project sponsor.

B. No construction permits may be applied for prior to approval of a conditional use permit for an EPF unless the applicant signs a written release acknowledging that such approval is neither guaranteed nor implied by the department's acceptance of the construction permit applications. The applicant shall expressly hold the City harmless and accept all financial risk associated with preparing and submitting construction plans before a final decision is made under this chapter.

17.__.080 Special Provisions for Secure Community Transition Facilities (SCTFs).

A. The purpose and intent of this section is to establish standards for Secure Community Transition Facilities (SCTFs) in compliance with Chapter 71.09 RCW, and to maintain compatibility with other land uses and services permitted within the City. The standards in this section apply to all SCTFs in addition to the process set forth under SWMC 2.90 and criteria set forth SWMC 17.56; the standards of this Section SWMC 17.__.080 are not subject to a variance.

B. SCTFs are defined in SWMC 17.04.030. SCTF is the statutory name for a less restrictive alternative residential facility program operated or contracted by the Department of Social and Health Services. As stated in RCW 71.09.020, "...a secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services." The program offers 24-hour intensive staffing and line-of-sight supervision by trained escorts when residents leave the facility. For the purposes of chapter 17.__ SWMC, SCTFs also include supervised or unsupervised, private or publicly owned re-entry housing, work-release housing, half-way housing or any such housing with the primary purpose or use being the lodging of occupants who have been convicted of a felony.

C. SCTFs conforming with the standards set forth below (in addition to approval under standards set forth pursuant to SWMC 17.__.060 criteria for EPFs) may be approved by conditional use permit. The following additional siting criteria applies to SCTFs:

1. SCTFs should be located near transit facilities, as appropriate.
2. SCTFs are only permitted in the areas designated on the Secure Community Transition Facilities Permitted Locations Map.
3. No SCTF shall be permitted within one mile from any existing SCTF, work release, prerelease, or similar facilities, as defined in RCW 71.09.250(8) and (9).
4. On-Site Facilities Required. Each SCTF shall have the capability to provide on-site dining, on-site laundry or laundry service, and on-site recreation facilities to serve the residents.
5. SCTFs shall not be permitted adjacent to, immediately across a street or parking lot from, or within the line of sight of a risk potential activity or facility in existence at the time a conditional use is applied for consideration. "Risk potential activity" or "risk potential facility" means an activity or facility that provides a higher incidence of risk to the public from persons conditionally released from the special commitment center. Risk potential activities and facilities include: Public and private schools, school bus stops, licensed day care and licensed

preschool facilities, public parks, publicly dedicated trails, sports fields, playgrounds, recreational and community centers, churches, synagogues, temples, mosques, public libraries, public and private youth camps, and others identified by the department following the hearings on a potential site required in RCW 71.09.315. “Within the line of sight” means that it is possible to reasonably visually distinguish and recognize individuals.

6. Siting of SCTFs shall be in accordance with the siting criteria of Chapter 71.09 RCW, and regulations adopted pursuant thereto. In addition, no SCTFs shall be sited closer than 300 feet from any residentially zoned property.

7. SCTFs shall provide the following staffing and security measures:

a. The owner and operator of the SCTF shall submit and maintain a plan for staffing, security measures, procedures for immediate public notification of escapes, and escapee search procedures (“the Plan”), all in a form and content satisfactory to the planning director, after consultation with the Police Chief. The security measures shall indicate the types of security measures/facilities proposed for the SCTF including, but not limited to, constant electronic monitoring of residents, site security measures/equipment, and site access and control consistent with Chapter 71.09 RCW, unless otherwise ordered by a court. The plan, along with documentation of the planning director’s concurrence in or rejection of the plan, shall be included in materials submitted to and reviewed by the Hearing Examiner, provided that the security plan made part of the public record shall not be in such detail that security of the facility would be compromised.

b. The owner and operator of the SCTF shall enter into a contract with the city, in a form and content satisfactory to the City Attorney, committing the owner and operator to comply with and maintain the plan for the life of the facility.

c. The applicant shall install an eight-foot high fence, in character with the surrounding area, between the facility and all property boundaries. The Hearing Examiner may waive or lessen this requirement upon finding that due to existing site features or the type or character of adjoining uses, the privacy and security of the occupants of adjoining properties can be maintained in the absence of a fence or with a lower fence.

d. The facility shall have a backup power source.

D. Application Materials. In addition to the regular application materials required for a land use review pursuant to 17.56 SWMC and 2.90 SWMC, an application for an SCTF shall also include:

1. The siting process used for the SCTF, including alternative locations considered.

2. An analysis showing that consideration was given to potential sites such that siting of the facility will not result in a concentration of similar facilities in a particular neighborhood, community, jurisdiction, or region.

3. Proposed mitigation measures, including the use of buffering from adjoining uses.
4. A general overview of planned security for the facility.
5. A schedule and analysis of all public input solicited or to be solicited during the siting process.
6. Notice of the application to all property owners and occupants of record within 2,500 feet of the proposed site.

17. __.090 Processing Timelines

A. Notice of final decision from the Hearing Examiner following public hearing on a project permit application shall issue within one hundred twenty (120) days from when the permit application is determined by the Director or Hearing Examiner upon final decision or upon appeal to be an application for an EPF unless otherwise provided by this section or state law.

B. In determining the number of days that have elapsed after an application is complete, the following periods shall be excluded:

1. Any period during which the City asks the applicant to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the City mails notification to the applicant of the need for additional information until the date the City determines whether the additional information satisfies the request for information, or 14 days after the applicant supplies the information to the City, whichever is earlier. If the information submitted by the applicant under this subsection is insufficient, the City shall mail notice to the applicant of the deficiencies and the provisions of this subsection shall apply as if a new request for information had been made;

2. Any period during which an environmental impact statement is being prepared;

3. The period specified for administrative appeals of project permits;

4. Any period during which processing of an application is suspended pursuant to verification of compliance of required notice requirements; and

5. Any period of time mutually agreed upon by the applicant and the City.

C. The time periods established by this section shall not apply to a project permit application:

1. That requires an amendment to the comprehensive plan or a development regulation in order to obtain approval;

2. That is substantially revised by the applicant, in which case a new 120-day time period shall start from the date at which the revised project application is determined to be complete;
3. That requires approval of a development agreement by the City Council;
4. When the applicant consents to an extension; or
5. During any period necessary for reconsideration of a hearing examiner's decision.

E. The City shall notify the applicant in writing if a notice of final decision on the project has not been made within the time limits specified in this section. The notice shall include a statement of reasons why the time limits have not been met and an estimated date of issuance of a notice of final decision.

Failure of the City to make a final decision within the timelines specified by this chapter shall not create liability for damages.

17. __.100 CUP Hearing Examiner Authority- Final Decision

A. The designated hearing body, giving substantial weight to the recommendations of the staff report, shall review the application under the following criteria:

1. Whether the proposed action as recommended by City Staff is consistent with the criteria established under SWMC 17. __.060 and SWMC 17. __.080 if applicable;
2. Whether modifications to recommended conditions or restrictions, if any, are adequate to mitigate impacts in a manner which meets the standards of this code and any related development agreement; and
3. Whether project conditions cumulatively are reasonable and would not preclude development of the EPF.

B. Recognizing that RCW 36.70A.200(2) prohibits the City from precluding the siting of an essential public facility, if the permit application proposes siting of a project in a location other than the City's preferred location as recommended by City Staff or otherwise designated under the City's Comprehensive Plan or Zoning Code, the applicant shall present information as to why the City's preferred location, rather than the location applied for, will preclude development of the project. The applicant shall provide any engineering, financial and other studies and information necessary to explain its position. The hearing examiner, with additional analysis and input from City staff, if requested, shall make findings and a decision as to whether siting the project at the City's preferred location would be impossible, impracticable, or otherwise preclusive. The said findings and decision shall not be deemed, however, to preclude the authority of a regional decision-making body, under law now existing or subsequently amended, to determine where a regional EPF shall be sited, assuming applicable laws and legal requirements are complied with. This section shall not apply to the siting of SCTFs.

C. As a condition of approval pursuant to SWMC 17.____.060, the hearing examiner may:

1. Increase requirements in the standards, criteria, or policies established by this title;

2. Stipulate the exact location as a means of minimizing hazards to life or limb, property damage, impacts to the environment, erosion, underground collapse, landslides, or transportation systems;

3. Impose conditions necessary to avoid, minimize or mitigate any adverse impacts identified as a result of the project;

4. Require the posting of construction and maintenance bonds sufficient to secure to the City the estimated cost of construction, installation and maintenance of required improvements;

5. Impose any requirement that will protect the public health, safety, and welfare; and

6. Impose conditions as may be deemed necessary to establish parity with uses permitted in the same zone in their freedom from nuisance generating features in matters of noise, odors, air pollution, wastes, vibration, traffic, physical hazards, and similar matters.

Section 3. SWMC 17.04.030 AMENDED.

Sedro-Woolley Municipal Code 17.04.030 is amended to include the following additional definitions:

Definitions

“Essential Public Facility” (EPF) means any Public facility or facilities owned or operated by a unit of local or state government, public or private utility, transportation company, or any other entity that provides a public service as its primary mission, and is difficult to site. EPFs include those facilities listed in RCW 36.70A.200. EPFs include, but are not limited to, those facilities which are difficult to site, such as airports, state educational facilities, state and regional transportation facilities, state and local correctional facilities, solid waste handling facilities, power generation or communications facilities, in-patient facilities (including substance abuse facilities, mental health facilities and group home facilities not classified as single-family residences) and Secure Community Transition Facilities as defined in SWMC 17.04.030. For the purposes of chapter 17.____ SWMC, animal shelters housing more than 50 animals at any one time and hazardous waste storage/disposal/processing/handling facilities shall be reviewed as an EPF.

“Secure Community Transition Facility” (SCTF) means, under RCW 71.09.020, a residential facility for persons civilly committed and conditionally released to a less restrictive alternative under Chapter 71.09 RCW. A secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services.

Secure community transition facilities include but are not limited to the facility established pursuant to RCW 71.09.250 and any community-based facilities established under this chapter and operated by the Washington State Secretary of Social and Health Services or under contract with the Secretary. For the purposes of chapter 17. __ SWMC, SCTFs also include supervised or unsupervised, private or publicly owned re-entry housing, work-release housing, half-way housing or any such housing with the primary purpose or use being the lodging of occupants who have been convicted of a felony.

Section 8. EFFECTIVE DATE.

This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

Section 9. SEVERABILITY.

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, and signed in authentication of its passage this ____ day of _____.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

Published: _____

Exhibit A

**City of Sedro-Woolley
Secure Community Transition
Facilities (SCTF)
Allowed Locations
300-Foot Setbacks
4-22-2009**

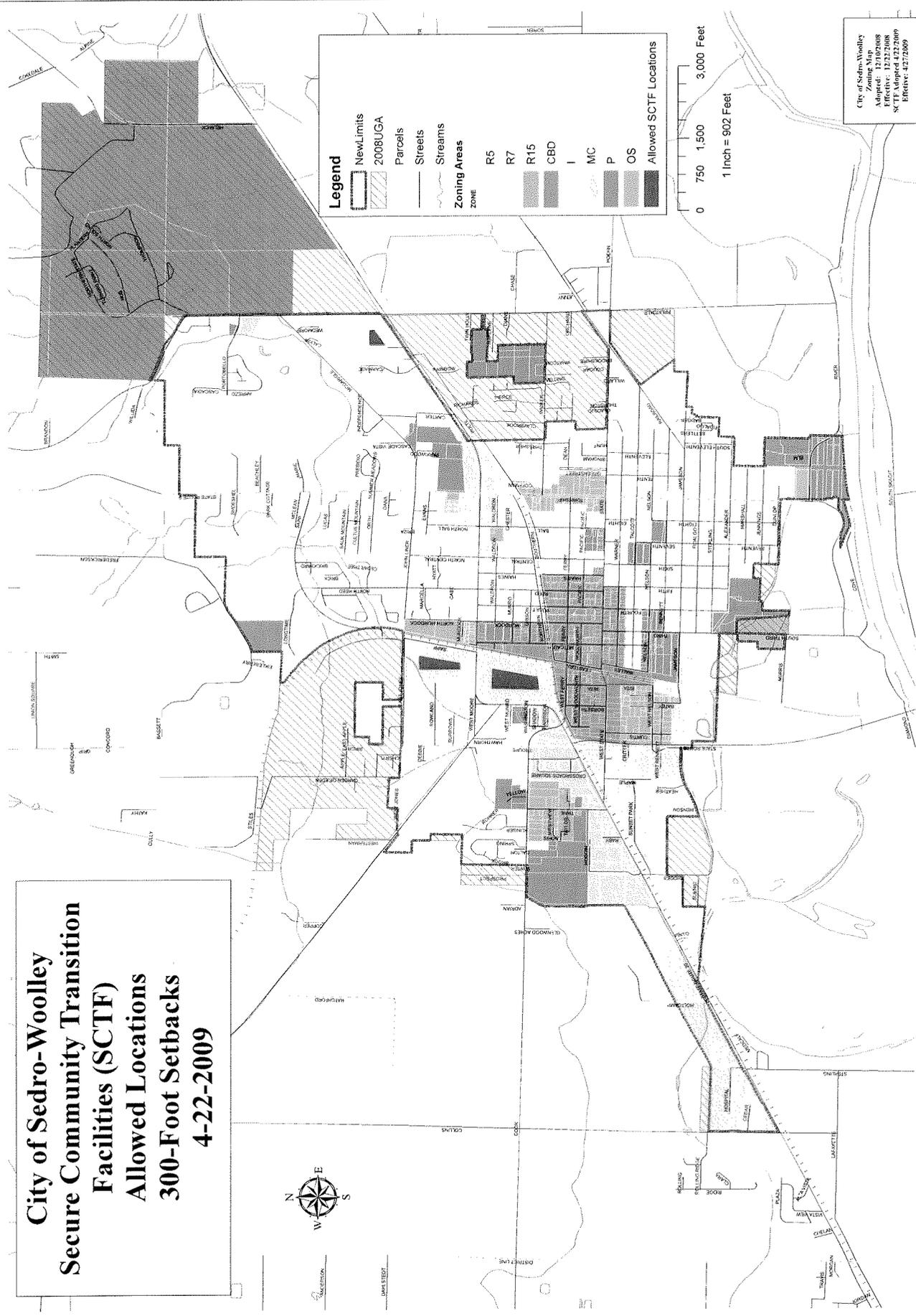


Legend

- New Limits
- 2008 UGA
- Parcels
- Streets
- Streams
- Zoning Areas
- ZONE**
- R5
- R7
- R15
- CBD
- I
- MC
- P
- OS
- Allowed SCTF Locations

0 750 1,500 3,000 Feet
1 inch = 902 Feet

City of Sedro-Woolley
Zoning Map
Adopted: 12/10/2008
Effective: 12/22/2008
SCTF Mapped 4/22/2009
Effective: 4/27/2009



COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS