

Next Ord: 1671-10

Next Res: 827-10

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

(AMENDED)

March 24, 2010

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.

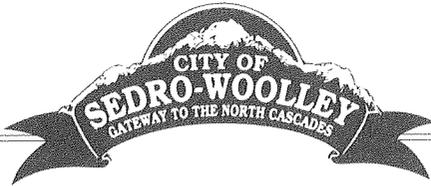
- a. Minutes from Previous Meeting
 - b. Finance
 - Claim Checks #68904 to #69012 in the amount of \$228,747.00.
 - Payroll Check #47422 in the amount of \$92.76 (replacing lost Warrant #45640)
 - Payroll Checks #47423 to #47529 in the amount of \$174,899.23
 - c. Amendment 2 to the On-Call Professional Services Agreement No. 2008-PS-09 for Construction Phase Services - Reichhardt & Ebe Engineering, Inc. - 2009 CIPP Sewer Project
 - d. Acquisition and Service Agreements for Color Multi-Function Copiers
4. Proclamation - Sexual Assault Awareness in Action Month - April
 5. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

6. Fruitdale Sewer Connection Fee (2nd reading)
7. SWSD Impact Fee Reduction Ordinance (2nd reading)
8. **Revised** Proposed Comprehensive Plan Amendments - 2010 Docket (no action)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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



DATE: March 24, 2010

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 March 24, 2010 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 Brett Sandström

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

MAR 24 2010

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
March 10, 2010 – 7:00 P.M. – City Hall Council Chambers

ROLL CALL: Present: Mayor Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Pat Colgan, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiburger, Planner Moore, Senior Planner Coleman, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #68805 to #68903 in the amount of \$106,001.32
 - Payroll Checks #47316 to #47421 in the amount of \$226,439.19
- Request for Out of State Travel – Police Department
- Professional Services Agreement No. 2010-PS-05 for Design Phase Services for the SR20, Metcalf to Township Widening Project – Reichhardt & Ebe Engineering, Inc.

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

Proclamation – Lions Day – March 26, 2010

Mayor Anderson read a proclamation declaring March 26, 2010 as Lions Day in Sedro-Woolley. The proclamation encouraged the people of Sedro-Woolley to observe this day with appropriate programs, activities and ceremonies supporting this year's Lions Club community programs.

Skagit County Solid Waste Presentation by Kevin Renz

Kevin Renz addressed the Council and audience regarding the proposed upgrades to the Skagit County Transfer Station. He reviewed the proposed layout and functions of the facility of which the design is 90% complete. He reviewed the funding mechanisms for the upgrade. He noted that it is believed after a few years of operation the tipping fee could potentially be lowered. The program would still include the no fee recycling. Renz entertained questions from the Council regarding tipping fees, no fee recycling, use of the current building, efficiency of operation, target date for bid ready packet, construction completion 2012, staffing and tonnage capacity.

Councilmember Meamber thanked the members of the Lions Club for all they do for the City.

Public Comment

Lynn Torset – thanked the Mayor for the proclamation and requested the Mayor’s help in honoring Will Dow for his 50 years of service with the Lions Club and community. A round of applause was received for Mr. Dow.

John Piazza – 205 Thompson Pl., addressed the Council regarding the City’s impact fees and the trend for cities to reduce impact fees during these economic times. He encouraged the Council to give strong consideration on a reduction of fees.

Tim Smith – 408 Marcella Ln. addressed the Council regarding a recent Skagit Valley Herald article on the widening of Highway 20 between Murdock and Township streets. He noted he hoped to see pedestrian access under or through the railroad trestle included in the project.

Brian Hanson – 978 Hillcrest Dr., noted he has been trying to get a couple projects started in Sedro-Woolley and spoke on the financial burden with the cost of impact fees. He noted the fees are astronomical and deters businesses from coming. He encouraged the Council to think hard on the impact fees.

John Wright – also addressed the Council regarding the impact fees and the cost of the fees to the builder which is then passed onto the buyer. He spoke of research from the National Association of Home Builders which shows that the fees are offset by business that is brought in. He stated the fees are out of line. Wright also addressed right of way permit fees and is seeing negative growth within the City and thinks the impact fees are a direct result and encouraged Council reconsider some of the impact fees.

Loren Vaughn – 215 Ball St., thanked the City for the recent resurfacing of Waldron. He also addressed extended pick ups parking on Main Street causing traffic and safety concerns.

City Supervisor/Attorney Berg noted that Metcalf is scheduled to be resurfaced and that now would be a good time to consider solutions.

PUBLIC HEARING

Proposed Annexation of UGA Properties North of Jones Road, West of Garden of Eden Road

Planner Moore reviewed the background information regarding the annexation request of properties within the urban growth area (UGA) west of Garden of Eden Road, north of Jones Road and east of Westerman Road referred to as the Garden of Eden/Westerman

Road Annexation. He noted the initial process started in February, 2008 at which time the City determined they would accept the petition after the lifting of the sewer moratorium. The moratorium was lifted in September, 2008. Since that time the annexation boundary was established and the petition was submitted in December, 2009. Moore noted all but one of the property owners within the boundary has signed the annexation petition. The petition has been verified by the Skagit County Assessor that the signatures represent the necessary 60% of the assessed value of the area. In compliance with the laws a public hearing was scheduled for this meeting.

Mayor Anderson opened the public hearing at 7:32 P.M.

Vern Kilcup – 8877 Garden of Eden, questioned how much the property will be raised and addressed the surface water drainage ponds. He addressed the current one on F & S Grade Road and noted the need for more esthetically pleasing options. He expressed concern of property being raised and his property being affected by the drainage.

Moore addressed development standards set by the State as part of development standards. He noted there are many options but most developers choose the most cost effective way. Standards are set by the Department of Ecology stormwater requirements.

Harold Coultas – 8947 Westerman Rd., noted he owns property owner within the proposed annexation area and is representing himself and his mother who also owns property. He also addressed stormwater ponds. Coultas also stated he feels like they have been in the City for many years and addressed the various projects within the area such as the new pump station and intersection improvements. He also noted the area seems to be a dead area for Sheriff's office and would love to have the City police protection. He noted the annexation would clear some ambiguities with the City/County lines. Coultas stated the property has been in his family for over 100 years and would like to maintain the same zoning.

Mayor Anderson closed the public hearing at 7:44 P.M.

Council discussion ensued regarding potential development of the parcels.

Councilmember Storrs moved to pass Resolution No. 825-10 to approve proceeding with the annexation of properties as shown in Exhibit A and forward required materials to the Boundary Review Board. Councilmember Meamber seconded. Motion carried (7-0).

Fruitdale Sewer Connection Fee

City Supervisor/Attorney Berg reviewed background information regarding the installation of the new sewer main along Fruitdale Road and reviewed the proposed ordinance creating a special connection fee for properties serviced by the new sewer main and pump station on Fruitdale Road noting this is a first read only.

Mayor Anderson opened the public hearing at 7:48 P.M.

John Piazza – 205 Thompson, addressed the high fee and not making economic sense for development. He again encouraged review of the old fee which would help to offset the special connection fee.

City Supervisor/Attorney Berg reviewed the current repayment of debt service in order to lift the sewer moratorium.

Piazza stated that businesses have cut back on their profits within the current economic status and believes the City's need to be doing the same.

Rick Judd – noted he owns a rental house at 812 Fruitdale Road and addressed the Council regarding the special connection fee and the impact of the property owner who wishes to connect to sewer with no development plans.

Mayor Anderson closed the public hearing at 7:53 P.M.

Councilmember Meamber expressed interest in reviewing the sewer connection fees and impact fees.

Discussion ensued to include payment method, variance process for working septic systems, credit allowance for decommissioning an existing septic when connecting to sewer, cost of debt service, alternatives and past discussions for placing sewer along Fruitdale.

Terry Carter – stated the City is losing if developers can't afford to develop because of the high fees.

Resolution – Surplus of Portobello Ave. Fire Station Site

City Supervisor/Attorney Berg reviewed background information regarding the land located off Portobello Avenue which was originally set aside for the purpose of constructing a fire station. He noted following the defeat of a fire station construction bond in 2008 the City reconsidered and opted for the purchase of an alternate site. It is recommended that the City surplus the Portobello property and use the proceeds of the sale for the site on SR9/Township. Berg stated a public hearing is not required by State law but has been requested by the title company.

Mayor Anderson opened the public hearing at 8:05 P.M.

No public comment received.

Mayor Anderson closed the public hearing at 8:05:30 P.M.

Council discussion ensued regarding interest in property by potential buyers, completion of process for surplussing and recommendation of listing property at a later date due the economy.

Councilmember Lemley moved to adopt the attached Resolution No. 826-10 A Resolution of the City of Sedro-Woolley Declaring Real Property Located at 1580 Portobello Avenue surplus to the Needs of the City and Authorizing its Sale. Seconded by Councilmember Colgan. Motion carried 7-0.

UNFINISHED BUSINESS

Ordinance – Township Parking

City Supervisor/Attorney Berg reviewed the second read of the proposed ordinance. He noted the scope of the project has been changed from the first read which reduces the initial cost of signage and gives a good area to test.

Discussion ensued regarding impact on businesses along the street, number of businesses affected, being a pilot project and possibility of expansion to other areas of the City.

Councilmember Galbraith moved to adopt Ordinance 1669-10 Regarding No Parking Zones on Township Street. Seconded by Councilmember Colgan.

Robert Melder – 596 Township St. noted the primary concern to the parking issue was poor visibility which presents a safety concern. He questioned wider setbacks being reviewed by the Council committee. Melder also addressed the cut out parking for sweeping and thanked the Council for their efforts and concern on their issue.

Motion carried 7-0.

Marty Brown – 610 Township, addressed the variance for the apartments which does not exist and feels that something should be done to rectify the lack of a variance. He recommended the play area be deleted and used for parking lot. Brown also thanked the Council for their efforts.

Discussion ensued regarding ability for correction on the lack of a variance as the project was built as permitted and adequate site distance.

Councilmember Storrs reported the committee recommendation for setbacks was to use the same distances on Wicker. Engineer Freiburger noted 20 feet was the visibility number. Markings have been placed at various distances for review.

Discussion took place regarding unintended consequences with the Committee recommendation of 20 feet on either side of driveway.

Robert Melder – addressed accident history, unintended consequences, primary concern being safety, intention to make the neighborhood desirable, railroad grade, conversion to bike lane vs. painting setbacks everywhere and parking.

Councilmember Galbraith moved for no parking – 20 feet on east and west of Township between Ferry and Wicker on driveways upon property owners request. Seconded by Councilmember Storrs.

Councilmember Sandström questioned where the final determination on a variance lies. It was noted the Hearing Examiner would have the final decision under a variance request.

Rick Judd – presented some history on the project and stated that this scenario is what happens when the Planning Commission and Council do not work together.

Motion carried 6-1 (Councilmember Colgan opposed).

Ordinance – Code Enforcement

City Supervisor/Attorney Berg presented the third read with no changes made since the second read at the February 24, 2010 meeting.

Councilmember Storrs moved to adopt Ordinance No. 1670-10 An Ordinance that Revises the City's Code Enforcement Process to Allow for the Use of Civil Processes Managed by the Planning director or Other Department Heads Rather than Exclusively Using Criminal charges Managed by Law Enforcement. Seconded by Councilmember Galbraith. Motion carried 7-0.

NEW BUSINESS

SWSD Impact Fee Reduction Ordinance

Planner Moore reviewed background information regarding the School District's revised capital facilities plan and their request for reduction in School Impact Fees. Moore noted this is a first read only.

Presentation of Proposed Comprehensive Plan Amendments – 2010 Docket

Planner Moore introduced the proposed Comprehensive Plan Amendment docket for 2010. He noted that the entire Comprehensive Plan must be fully updated by 2012. Items proposed for review in 2010 include 1) Review, and if necessary, update the Parks and Recreation Element of the Sedro-Woolley Comprehensive Plan; and 2) update the Capital Facilities Element to include the Sedro-Woolley School District's most recent version of their Capital Facilities Plan.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

City Supervisor/Attorney Berg – requested Council action regarding a Memorandum of Understanding (MOU) with AFSCME regarding the offender work program.

Councilmember Colgan moved to approve the MOU with AFSCME regarding the offender work program. Councilmember Splane seconded. Motion carried (7-0).

Police Chief Wood – reported on the Offender Work Program with 6 people signed up and more expected after tomorrow's court session. Luigi Gallino has been hired as the supervisor for the program.

Finance Director Nelson – reported that she has been monitoring the fuel prices in accordance with the surcharge levels. She noted to date they are still under the \$3.00 per gallon but have been creeping up and will continue to keep watch. She also reported the arrival of the State Audit team who will be here approximately 3 weeks. They are currently concentrating on the Federal Single Audit. The City is considered a low risk for the federal single audit and they will look at 25% of the expenditures.

City Supervisor/Attorney Berg – pointed out the response from Burlington Northern regarding Councilmember Meamber's request for a pedestrian crossing at Woodworth and Eastern Streets. He also addressed a letter received from Puget Sound Energy as well as an e-mail exchange with Commissioner Dillon regarding Economic Development funds and how the County is using the funds that used to be used to build projects to pay their EDASC dues.

Engineer Freiberger – reported they have been getting a lot of questions regarding the surveying on Hwy 20 which is for the proposed SR20, Metcalf to Township Widening project. He noted they are looking forward to possible grant funds for the project. Freiberger also announced Nick Vann will be starting March 29, 2010 as Engineering Services Manager.

Councilmember Meamber – reported he was approached by a citizen requesting the City look into the possibility of installing a handicap landing for wheelchair bound fishermen near the boat launch area at Riverfront Park.

Councilmember's thought it would be a good addition to the park and a possible project for grant funding. Discussion also took place on an idea for a Rotary project for a cantilevered deck at Riverfront Park.

Councilmember Storrs – stated he sent an orange slip to the Engineer regarding repaving of Warner Street.

Councilmember Lemley – noted a pothole as Eastern Avenue in front of the parking lot of the old Market Place building.

Councilmember Galbraith – questioned the rumor of the Upper Skagit Tribe purchasing the old forestry building. Discussion ensued regarding if the property would remain in the City for tax purposes. City Supervisor/Attorney Berg explained the fee to trust transfer process.

Councilmember Sandström – reminded Police Chief Wood that he is interested in being involved in any meetings of the group regarding a shelter at the Skate Park.

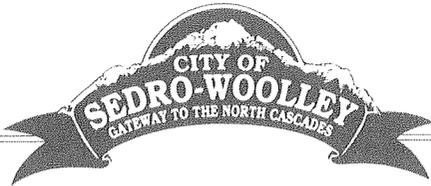
Rick Judd – spoke of the upcoming Downtown Revitalization meeting in Port Townsend noting it might be the last chance to get onboard for funding as this is possibly the last meeting they will have.

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

The meeting adjourned at 9:15 P.M.

MAR 24 2010

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



DATE: March 24, 2010
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending March 24, 2010.

Motion to approve Claim Checks #68904 to #69012 in the amount of \$228,747.00.

Motion to approve Payroll Checks #47422 in the amount of \$92.76 (replacing lost Warrant #45640) and #47423 to #47529 in the amount of \$174,899.23.

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
68904	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	1,675.00
		MISC-FILING FEES/LIEN EXP	SAN	1,551.00
		WARRANT TOTAL		3,226.00
68905	ALLELUJAH BUSINESS SYSTEMS	OPERATING SUPPLIES	SAN	2.71
		WARRANT TOTAL		2.71
68906	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	SAN	97.67
		WARRANT TOTAL		97.67
68907	AMERICAN FORESTS	BOOKS, PERIOD, RECORDS	LIB	25.00
		WARRANT TOTAL		25.00
68908	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	24.52
		MISC-LAUNDRY	ST	19.04
		LAUNDRY	SWR	19.03
		LAUNDRY	SWR	31.65
		WARRANT TOTAL		94.24
68909	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	8,412.28
		WARRANT TOTAL		8,412.28
68910	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	805.27
		AUTO FUEL/DIESEL	FD	429.33
		AUTO FUEL/DIESEL	PK	226.93
		AUTO FUEL/DIESEL	ST	168.62
		AUTO FUEL/DIESEL	ST	64.12
		AUTO FUEL/DIESEL	SWR	128.90
		AUTO FUEL/DIESEL	SWR	55.98
		AUTO FUEL/DIESEL	SAN	1,316.49
		AUTO FUEL/DIESEL	SWTR	84.18
		WARRANT TOTAL		3,279.82
68911	AT & T	TELEPHONE	JUD	.35
		TELEPHONE	FIN	15.07
		TELEPHONE	LGL	8.22
		TELEPHONE	IT	.35
		TELEPHONE	PLN	.35
		TELEPHONE	ENG	17.81
		TELEPHONE	PD	45.22
		TELEPHONE	FD	28.77
		TELEPHONE	INSP	10.96
		TELEPHONE	LIB	.35
		TELEPHONE	SWR	8.22
		TELEPHONE	SAN	1.37
		WARRANT TOTAL		137.04
68912	BANK OF AMERICA	MISC-DUES/SUBSCRIPTIONS	FIN	50.00
		OFFICE/OPERATING SUPPLIES	PD	206.55
		TRAVEL	PD	288.30
		REPAIR/MT-HAMMER SQUARE	PK	376.22
		SMALL TOOLS & MINOR EQUIP	SAN	101.79

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	1,022.86
68913	BANK OF AMERICA	MEALS/TRAVEL EXE	23.00
		MEALS/TRAVEL EXE	36.35
		MEALS/TRAVEL EXE	27.02
		MEALS/TRAVEL EXE	21.58
		MEALS/TRAVEL EXE	480.87
		MEALS/TRAVEL EXE	480.87
		MEALS/TRAVEL EXE	71.50
		MEALS/TRAVEL EXE	24.50
		MEALS/TRAVEL EXE	22.15
		MEALS/TRAVEL EXE	40.43
		MEALS/TRAVEL EXE	25.00
		WARRANT TOTAL	1,253.27
68914	BARNETT IMPLEMENT CO. INC	REPAIR/MT-SMALL TOOLS EQUIP PK	162.30
		WARRANT TOTAL	162.30
68915	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES IT	38.93
		OFFICE/OPERATING SUPPLIES IT	43.27
		SUPPLIES/BOOKS PLN	12.98
		SUPPLIES ENG	12.98
		OFF/OPER SUPPS & BOOKS INSP	12.97
		WARRANT TOTAL	121.13
68916	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES PD	48.69
		OPERATING SUP - PARKS SHOP PK	244.16
		REPAIR/MT-HAMMER SQUARE PK	127.68
		REPAIR/MAINT-CITY HALL PK	25.21
		REPAIR/MAINT-CITY HALL PK	77.90
		WARRANT TOTAL	523.64
68917	BEST WAY COMMUNICATIONS LLC	OPERATING SUPPLIES FD	56.31
		WARRANT TOTAL	56.31
68918	BERG, ERON	MEALS/TRAVEL EXE	71.58
		WARRANT TOTAL	71.58
68919	ECOTONE SOLUTIONS LLC	PROFESSIONAL SERVICES SWR	60.00
		PROFESSIONAL SERVICES SWTR	140.00
		WARRANT TOTAL	200.00
68920	BLUMENTHAL UNIFORM & EQUIP	OFFICE/OPERATING SUPPLIES PD	529.21
		WARRANT TOTAL	529.21
68921	BOUND TREE CORPORATION	OPERATING SUPPLIES FD	48.50
		WARRANT TOTAL	48.50
68922	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY LGL	2,500.00
		WARRANT TOTAL	2,500.00
68923	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES PD	89.94

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES-COMMUNITY CTR	PK	107.57
		UTILITIES-SENIOR CENTER	PK	352.17
		UTILITIES-HAMMER SQUARE	PK	82.22
		UTILITIES - SHOP	PK	81.46
		UTILITIES - SHOP	PK	54.67
		PUBLIC UTILITIES-CITY HALL	PK	2,377.03
		PUBLIC UTILITIES	ST	116.38
		PUBLIC UTILITIES	ST	34.92
		PUBLIC UTILITIES	LIB	211.15
		PUBLIC UTILITIES	SWR	75.86
		PUBLIC UTILITIES	SAN	205.64
		WARRANT TOTAL		3,789.01
68924	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	SAN	17.96
		WARRANT TOTAL		17.96
68925	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	142.81
		SUPPLIES	FIN	5.40
		SUPPLIES/BOOKS	PLN	47.59
		SUPPLIES/BOOKS	PLN	57.70
		SUPPLIES	ENG	47.59
		SUPPLIES	ENG	57.70
		OFFICE/OPERATING SUPPLIES	PD	131.41
		OFFICE/OPERATING SUPPLIES	PD	5.41
		OFF/OPER SUPPS & BOOKS	INSP	47.60
		OFF/OPER SUPPS & BOOKS	INSP	57.71
		WARRANT TOTAL		590.10
68926	CONCRETE NOR'WEST, INC.	OTHER IMPROVEMENTS	SWR	484.74
		WARRANT TOTAL		484.74
68927	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	56.93
		MEALS/TRAVEL	SWR	113.58
		WARRANT TOTAL		170.51
68928	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	230.76
		REPAIR & MAINT - AUTO	PD	54.79
		WARRANT TOTAL		285.55
68929	CRAWFORD GARAGE DOORS INC	REPAIR/MAINT-GARAGE	FD	524.92
		REPAIR/MAINT-GARAGE	FD	714.38
		WARRANT TOTAL		1,239.30
68930	CRYSTAL SPRINGS	SUPPLIES/BOOKS	PLN	4.64
		SUPPLIES	ENG	4.65
		OPERATING SUPPLIES	FD	41.90
		OFF/OPER SUPPS & BOOKS	INSP	4.64
		OPERATING SUP - PARKS SHOP	PK	17.93
		OPERATING SUPPLIES	CEM	9.94
		OPERATING SUPPLIES	ST	17.53
		OPERATING SUPPLIES	SWR	41.62
		OPERATING SUPPLIES	SAN	49.92

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		192.77
68931	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	18.96
		SUPPLIES	FIN	18.96
		OFFICE/OPERATING SUPPLIES	PD	44.22
		WARRANT TOTAL		82.14
68932	DAVID EVANS & ASSOC INC	PROFESSIONAL SERVICES	ENG	1,500.00
		CONST-SKAGIT PROJECT	AST	260.26
		CONST-SKAGIT PROJECT	AST	3,119.11
		WARRANT TOTAL		4,879.37
68933	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	341.11
		WARRANT TOTAL		341.11
68934	DETROIT INDUSTRIAL TOOL	REPAIR/MAINTENANCE-EQUIP	ST	922.50
		WARRANT TOTAL		922.50
68935	DIVERSINT	SOFTWARE MAINT & SUPPORT	IT	2,531.01
		WARRANT TOTAL		2,531.01
68936	E & E LUMBER	MACHINERY & EQUIPMENT	PD	129.84
		OPERATING SUP - PARKS SHOP	PK	6.16
		OPERATING SUP - PARKS SHOP	PK	35.49
		REPAIRS/MT-RIVERFRONT	PK	11.46
		REPAIRS/MT-RV PARK	PK	42.10
		REPAIRS/MT-RV PARK	PK	69.56
		REPAIR/MT-BINGHAM PARK	PK	36.24
		REPAIR/MAINT-CITY HALL	PK	24.85
		OPERATING SUPPLIES	ST	4.32
		REPAIRS/MAINT-BUILDING	SAN	46.80
		REPAIRS/MAINT-BUILDING	SAN	128.52
		OPERATING SUPPLIES	SAN	53.94
		WARRANT TOTAL		589.28
68937	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	81.14
		SUPPLIES	FIN	23.78
		SUPPLIES	FIN	17.06
		SUPPLIES	ENG	8.95
		OFFICE/OPERATING SUPPLIES	PD	18.60
		WARRANT TOTAL		149.53
68938	FASTENAL COMPANY	OPERATING SUPPLIES	ST	77.63
		OPERATING SUPPLIES	ST	5.11
		OPERATING SUPPLIES	ST	16.61
		WARRANT TOTAL		99.35
68939	FERRELLGAS	SUPPLIES & BOOKS	FD	75.74
		WARRANT TOTAL		75.74
68940	FAMILY CIRCLE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	19.98
		WARRANT TOTAL		19.98

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
68941	FLEURY, GLYN A., DDS	RETIRED MEDICAL	PD	44.00
		WARRANT TOTAL		44.00
68942	GATEWAY SEPTIC SERVICE LLC	MISC-PERMITS & LICENSES	PK	216.40
		WARRANT TOTAL		216.40
68943	GAYLORD BROS.	SUPPLIES	LIB	216.39
		WARRANT TOTAL		216.39
68944	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	270.39
		EQUIPMENT LEASES	CS	309.56
		WARRANT TOTAL		579.95
68945	HEDEEN & CADITZ, PLLC	CONSTRUCTION- METCALF LINE PWT		21,581.00
		WARRANT TOTAL		21,581.00
68946	HERTZ EQUIPMENT RENTAL	EQUIPMENT RENTAL	SWR	45.45
		WARRANT TOTAL		45.45
68947	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	90.58
		WARRANT TOTAL		90.58
68948	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		WARRANT TOTAL		129.00
68949	INSITUFORM	OTHER IMPROVEMENTS	SWR	1,341.60
		WARRANT TOTAL		1,341.60
68950	KAMB, THOMAS R	ASSOCIATE'S FEES	JUD	250.00
		ASSOCIATE'S FEES	JUD	250.00
		WARRANT TOTAL		500.00
68951	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	87.67
		WARRANT TOTAL		87.67
68952	KING CO. DEPT OF FINANCE	SOLIDS HANDLING	SWR	3,934.30
		WARRANT TOTAL		3,934.30
68953	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	232.00
		WARRANT TOTAL		232.00
68954	LEGACY TELECOMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	179.90
		MAINTENANCE CONTRACTS	SWR	1,799.02
		REPAIRS/MAINTENANCE	SWTR	179.90
		WARRANT TOTAL		2,158.82
68955	LOGGERS AND CONTRACTORS	MAINTENANCE OF LINES	SWR	155.81
		WARRANT TOTAL		155.81
68956	LOWELL, DAVID D.	ASSOCIATE'S FEES	JUD	200.00
		WARRANT TOTAL		200.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
68957	MACREADY, ROBERT	PROFESSIONAL SERVICES	SWR	30.00
		WARRANT TOTAL		30.00
68958	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
68959	MISTER T'S AWARDS & EMB	UNIFORMS/ACCESSORIES	PD	66.54
		WARRANT TOTAL		66.54
68960	MOTOR TRUCKS, INC.	MAINTENANCE OF VEHICLES	SWR	2,191.21
		REPAIRS/MAINT-EQUIP	SAN	4,616.43
		REPAIRS/MAINT-EQUIP	SAN	140.84
		WARRANT TOTAL		6,948.48
68961	NATIONAL SAFETY INC	PORTABLE EQUIPMENT	SWR	1,747.88
		WARRANT TOTAL		1,747.88
68962	N W REGIONAL COUNCIL	DUES/SUBSCRIPTIONS	PD	400.00
		WARRANT TOTAL		400.00
68963	NORTHWEST TINMAN	REPAIR & MAINT - AUTO	PD	528.83
		WARRANT TOTAL		528.83
68964	OASYS	SUPPLIES	FIN	46.53
		WARRANT TOTAL		46.53
68965	OFFICE DEPOT	SUPPLIES	FIN	99.74
		SUPPLIES	FIN	38.21
		SUPPLIES/BOOKS	PLN	8.50
		SUPPLIES	ENG	8.50
		SUPPLIES	ENG	19.69
		OFFICE/OPERATING SUPPLIES	PD	54.05
		OFF/OPER SUPPS & BOOKS	INSP	8.50
		WARRANT TOTAL		237.19
68966	PAT RIMMER TIRE CTR, INC	REPAIR/MT-SMALL TOOLS EQUIP PK		107.14
		REPAIRS/MAINT-EQUIP	SAN	189.35
		REPAIRS/MAINT-EQUIP	SAN	100.57
		REPAIRS/MAINT-EQUIP	SAN	1,551.08
		WARRANT TOTAL		1,948.14
68967	PETROCARD	AUTO FUEL/DIESEL	ST	161.64
		WARRANT TOTAL		161.64
68968	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	33.43
		BOOKS, PERIOD, RECORDS	LIB	60.08
		WARRANT TOTAL		93.51
68969	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
68970	PUBLIC UTILITY DIS. NO.1	UTILITIES-COMMUNITY CTR	PK	71.04
		UTILITIES-SENIOR CENTER	PK	212.34
		WARRANT TOTAL		283.38
68971	PUMPTech INC.	MAINT OF GENERAL EQUIP	SWR	4,412.40
		WARRANT TOTAL		4,412.40
68972	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	9,551.51
		WARRANT TOTAL		9,551.51
68973	REICHHARDT & EBE ENG, INC	ENG-SR20 WIDE METCALF-TOWN ART		1,508.84
		CONSTRUCTION- METCALF LINE PWT		312.04
		PROF SVS-ENGINEERING	SWR	8,088.04
		PROF SVS-ENGINEERING	SWR	7,338.73
		WARRANT TOTAL		17,247.65
68974	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	62.60
		WARRANT TOTAL		62.60
68975	SCADA & CONTROLS ENGINEERING INC	PROFESSIONAL SERVICES	SWR	1,650.00
		PROFESSIONAL SERVICES	SWR	1,320.00
		MACHINERY/EQUIPMENT	SWR	1,744.73
		WARRANT TOTAL		4,714.73
68976	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	436.38
		OPERATING SUPPLIES	SWR	31.04
		WARRANT TOTAL		467.42
68977	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINTENANCE	CS	11.10
		REPAIR/MT-SMALL TOOLS EQUIP	PK	93.27
		OPERATING SUPPLIES	CEM	15.19
		OPERATING SUPPLIES	CEM	10.80
		OPERATING SUPPLIES	ST	9.75
		MAINT OF GENERAL EQUIP	SWR	6.60
		OPERATING SUPPLIES	SWR	69.25
		REPAIRS/MAINT-EQUIP	SAN	326.04
		REPAIRS/MAINT-EQUIP	SAN	56.89
		WARRANT TOTAL		598.89
68978	SEDRO-WOLLEY FAMILY	FEES-CDL ENDORCEMENT	ST	126.00
		WARRANT TOTAL		126.00
68979	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	200.70
		WARRANT TOTAL		200.70
68980	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	2,925.25
		MISC-FILING FEES/LIEN EXP	SAN	1,281.15
		OPERATING SUPPLIES	SWTR	723.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		4,929.40
68981	SK. CO. FIRE CHIEFS ASSOC	MISC-DUES	FD	100.00
		WARRANT TOTAL		100.00
68982	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	539.49
		OPERATING LEASE-COMPUTER	PD	4,077.79
		PROFESSIONAL SERVICES	FD	8.30
		WARRANT TOTAL		4,625.58
68983	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE	SWR	166.40
		SOLID WASTE DISPOSAL	SAN	39,969.98
		WARRANT TOTAL		40,136.38
68984	SKAGIT COUNTY SHERIFF	PRISONERS	PD	311.46
		PRISONERS	PD	8,412.40
		WARRANT TOTAL		8,723.86
68985	SKAGIT FARMERS SUPPLY	REPAIRS/MT-RIVERFRONT	PK	25.95
		REPAIRS/MT-RIVERFRONT	PK	23.79
		OPERATING SUPPLIES	ST	5.66
		OPERATING SUPPLIES-PROPANE	ST	12.93
		WARRANT TOTAL		68.33
68986	SKAGIT READY MIX, INC.	REPAIRS/MAINT-BUILDING	SAN	542.76
		REPAIRS/MAINT-BUILDING	SAN	542.76
		WARRANT TOTAL		1,085.52
68987	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES	SWR	1,062.50
		WARRANT TOTAL		1,062.50
68988	SK. VALLEY BARK & TOPSOIL, INC.	OPERATING SUPPLIES	SWR	279.16
		WARRANT TOTAL		279.16
68989	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	48.75
		LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	33.75
		LEGAL PUBLICATIONS	LGS	82.50
		LEGAL PUBLICATIONS	LGS	75.00
		LEGAL PUBLICATIONS	LGS	30.00
		LEGAL PUBLICATIONS	LGS	33.75
		PRINTING/PUBLICATIONS	PD	116.86
		WARRANT TOTAL		454.36
68990	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	62.74
		MISC-LAUNDRY	FD	63.83
		WARRANT TOTAL		126.57
68991	STAPLES BUSINESS ADVANTAGE	MACHINERY & EQUIPMENT	PD	72.30
		WARRANT TOTAL		72.30
68992	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00

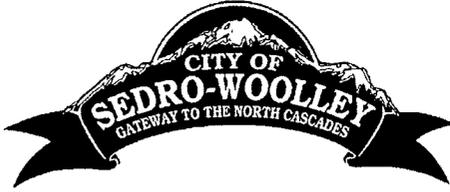
WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	2,728.00
68993	SUMMIT LAW GROUP	PROFESSIONAL SERVICES LGL	73.50
		WARRANT TOTAL	73.50
68994	TRUE VALUE	SUPPLIES/BOOKS PLN	10.09
		SUPPLIES ENG	10.09
		OFFICE/OPERATING SUPPLIES PD	38.93
		OFFICE/OPERATING SUPPLIES PD	2.15
		MACHINERY & EQUIPMENT PD	153.52
		OPERATING SUPPLIES FD	12.97
		OPERATING SUPPLIES FD	13.51
		TRAINING FACILITIES FD	18.90
		OFF/OPER SUPPS & BOOKS INSP	10.09
		OPERATING SUP - RV PARK PK	9.27
		OPERATING SUP - PARKS SHOP PK	15.15
		REPAIRS/MT-RIVERFRONT PK	115.75
		OPERATING SUPPLIES SWR	241.15
		OPERATING SUPPLIES SWR	7.88
		OPERATING SUPPLIES SWR	104.25
		OPERATING SUPPLIES SAN	43.23
		WARRANT TOTAL	776.63
68995	U.S. BANK N.A. - CUSTODY	BANK FEES FIN	19.20
		WARRANT TOTAL	19.20
68996	UNITED GENERAL HOSPITAL	PRISONERS PD	557.00
		PRISONERS PD	22.00
		PRISONERS PD	157.00
		WARRANT TOTAL	736.00
68997	UPSTART	SUMMER READ PROGRAM LIB	231.05
		WARRANT TOTAL	231.05
68998	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES SWR	34.80
		WARRANT TOTAL	34.80
68999	VALLEY AUTO SUPPLY	REPAIR/MAINTENANCE-EQUIP ST	236.25
		MAINTENANCE OF LINES SWR	31.25
		SMALL TOOLS & MINOR EQUIP SWR	276.27
		REPAIRS/MAINT-EQUIP SAN	10.37
		REPAIRS/MAINT-EQUIP SAN	32.07
		OPERATING SUPPLIES SAN	29.76
		WARRANT TOTAL	615.97
69000	VERIZON NORTHWEST	TELEPHONE JUD	73.14
		TELEPHONE EXE	109.62
		TELEPHONE FIN	109.71
		TELEPHONE LGL	48.72
		TELEPHONE IT	36.54
		PUBLIC UTILITIES CS	232.95
		TELEPHONE PLN	36.54

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	ENG	85.33
		TELEPHONE	PD	365.70
		TELEPHONE	FD	134.09
		TELEPHONE	INSP	36.54
		TELEPHONE	PK	24.36
		TELEPHONE	ST	12.18
		TELEPHONE	LIB	60.95
		TELEPHONE	SWR	97.52
		TELEPHONE	SWR	254.68
		TELEPHONE	SAN	48.76
		WARRANT TOTAL		1,767.33
69001	VOLLANS AUTOMOTIVE	REPAIRS/MAINT-EQUIP	FD	258.89
		WARRANT TOTAL		258.89
69002	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	54.00
		INTERGOV SVC-GUN PERMITS	PD	90.00
		WARRANT TOTAL		144.00
69003	WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	FD	31.66
		TAXES AND ASSESSMENTS	PK	58.50
		TAXES AND ASSESSMENTS	CEM	139.18
		TAXES AND ASSESSMENTS	LIB	9.73
		BOOKS, PERIOD, RECORDS	LIB	19.16
		TAXES AND ASSESSMENTS	SWR	4,493.28
		CONTAINERS	SAN	66.18
		TAXES & ASSESSMENTS	SAN	5,090.63
		WARRANT TOTAL		9,908.32
69004	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	211.75
		WARRANT TOTAL		211.75
69005	WA ST DEPT OF INFORMATION	SOFTWARE MAINT & SUPPORT	IT	9,255.46
		WARRANT TOTAL		9,255.46
69006	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	11,140.77
		WARRANT TOTAL		11,140.77
69007	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	322.57
		WARRANT TOTAL		322.57
69008	WIDENER AND ASSOCIATES	ENG-NO TOWNSHIP SIDEWALKS	ART	280.00
		ENG-SR20 WIDE METCALF-TOWN	ART	280.00
		PROF SVS-ENGINEERING	SWR	4,900.00
		WARRANT TOTAL		5,460.00
69009	WOOD'S LOGGING SUPPLY INC	UNIFORMS/ACCESSORIES	PD	97.37
		REPAIRS/MAINT-EQUIP	SAN	32.43
		WARRANT TOTAL		129.80
69010	WOOD, DOUG	UNIFORMS/ACCESSORIES	PD	42.00
		WARRANT TOTAL		42.00

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
69011	CLAYBO-PUNDT, LISA	SPACE/FACILITY RENT-RIVERFRONT	250.00
		WARRANT TOTAL	250.00
69012	AREVALO, BERTHA	COMMUNITY CENTER	525.00
		WARRANT TOTAL	525.00
		RUN TOTAL	228,747.00

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	57,604.72
101	PARK FUND	6,385.97
102	CEMETERY FUND	199.63
103	STREET FUND	11,562.70
104	ARTERIAL STREET FUND	5,448.21
105	LIBRARY FUND	887.27
332	PWTF SEWER CONSTRUCTION FUND	21,893.04
401	SEWER FUND	54,252.52
412	SOLID WASTE FUND	69,385.86
425	STORMWATER	1,127.08
TOTAL		228,747.00

DEPARTMENT	AMOUNT
001 000 011	337.50
001 000 012	6,391.09
001 000 013	1,434.47
001 000 014	721.48
001 000 015	2,953.01
001 000 017	12,445.05
001 000 018	824.00
001 000 019	225.72
001 000 020	1,820.62
001 000 021	27,426.21
001 000 022	2,789.23
001 000 024	236.34
FUND CURRENT EXPENSE FUND	57,604.72
101 000 000	775.00
101 000 076	5,610.97
FUND PARK FUND	6,385.97
102 000 036	199.63
FUND CEMETERY FUND	199.63
103 000 042	11,562.70
FUND STREET FUND	11,562.70
104 000 042	5,448.21
FUND ARTERIAL STREET FUND	5,448.21
105 000 072	887.27
FUND LIBRARY FUND	887.27
332 000 082	21,893.04
FUND PWTF SEWER CONSTRUCTION FUND	21,893.04
401 000 035	54,252.52
FUND SEWER FUND	54,252.52
412 000 037	69,385.86
FUND SOLID WASTE FUND	69,385.86
425 000 039	1,127.08
FUND STORMWATER	1,127.08
TOTAL	228,747.00



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 24 2010

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

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

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

MEMO TO: City Council and Mayor Mike Anderson

FROM: Mark A. Freiberger, PE

RE: **Amendment 2 to the
On-Call Professional Services Agreement No. 2008-PS-09 for
Construction Phase Services**
Reichhardt & Ebe Engineering, Inc.
2009 CIPP Sewer Project

DATE: March 17, 2010 (for Council action March 24, 2010)

ISSUE

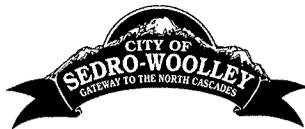
Should Mayor Anderson execute the attached Amendment 2 to the agreement with Reichhardt & Ebe Engineering, Inc. to provide additional construction engineering services for the 2009 CIPP Sewer Project in the amount of \$9,369.98?

BACKGROUND/DISCUSSION

Work is complete on the 2009 CIPP Sewer Project. Amendment 1 added CM budget for Change Orders 1 through 4 and the associated time extension. After that work was completed, several construction deficiencies were discovered requiring correction. This work covered a period of two months and required additional CM support as noted in the attached letter from R&E. Attached is Amendment 2 to the R&E agreement incorporating the revisions.

MOTION:

Move to authorize Mayor Anderson to execute the attached Amendment 2 to the agreement with Reichhardt & Ebe Engineering, Inc. to provide additional construction engineering services for the 2009 CIPP Sewer Project in the amount of \$9,369.98.



AMENDMENT NO. 1

To the ON-CALL PROFESSIONAL SERVICES AGREEMENT No. 2009-PS-09
Dated July 23, 2009
Between The City of Sedro-Woolley, Washington
And Reichhardt & Ebe Engineering, Inc.

This Amendment revises the above contract as follows:

Section 5 Compensation and Schedule of Payments is revised as follows:

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on Exhibit B, "Manhour Estimate," December 11, 2009 Supplement for Additional Work and the attached March 15, 2010 Supplement 2 for Additional Work.

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 **\$42,472.99** without prior approval of the Director of Public Works.

Section 7 Termination is revised as follows:

The term of this agreement shall be from the date signed through **July 31, 2010**.

All other terms and conditions remain as per the original agreement.

DATED this _____ day of March, 2010.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Deputy 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

March 15, 2010

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

Subject: 2009 CIPP / Supplement 2 for Additional Work

Mr. Freiburger,

The above mentioned project has reached physical completion. As you are aware, R&E has provided additional services above and beyond the originally agreed upon scope of work. In doing so, R&E has incurred additional costs. On December 11, 2009 Supplement 1 was submitted to the City providing a description of additional work to date with known and anticipated additional expenses described. Subsequently, additional unanticipated work above and beyond that identified in Supplement 1 has been performed. I am providing the following summary list of the additional work we have yet to bill the City for;

1. Repair of deficient/defective work: CIPP wrinkle/twist between SSMH P30-P29
2. Repair of deficient/defective work: CIPP side service cut-out creating backup P17-P33
3. Repair of deficient/defective work: CIPP wrinkle SSMH M49
4. Repair of deficient/defective work: CIPP side service hole: SSMH P29-P28
5. Extended Project Schedule: Approximately 2 months of unanticipated time manhole subcontractor needed to reach physical completion beyond that anticipated in Supplement 1.

As can be seen, the work identified is a result of contractor deficiencies/defective work and extended project time for the contractor to complete work. This unforeseen additional work resulted in R&E having to perform additional contract administration, coordination, communication, material documentation and inspection of the project. This additional work could not have been anticipated by R&E.

Our records indicate that we have accrued \$9,368.98 in additional fees we attribute to the additional work above and beyond that anticipated in the agreed upon scope of work with the City.

To summarize:

- a. R&E Original contract amount:\$22,905.95
- b. R&E Supplement 1.....\$10,197.06
- c. R&E Proposed Supplement 2.....\$9,369.98

Please contact me with any questions or if you require additional information regarding this matter.

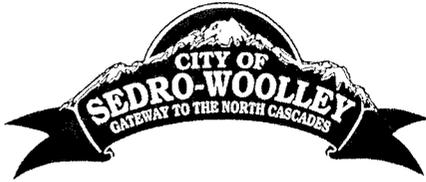
Respectfully,



Cody R. Hart, P.E.
Reichhardt & Ebe Engineering

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 24 2010



7:00 P.M. COUNCIL CHAMBERS CITY OF SEDRO-WOOLLEY
AGENDA NO. 34 Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9924
Fax (360) 855-9923

Bill Chambers
IT Director

MEMO TO: City Council
FROM: Bill Chambers
RE: Acquisition and Service Agreements for Color Multi-Function Copiers
DATE: March 22, 2010

ISSUE: Should the Council authorize the Mayor to sign the attached Acquisition and Services Agreements with Oasys, Inc. for two Color Multi-Function Copiers?

BACKGROUND: Color printing and scanning is an important component of the daily tasks performed by our City employees. Whether it is a set of Council Packets with color-coded maps or a conceptual image of a proposed transportation project, high-resolution color printouts are much more useful than black-only images.

For the past several years, City Hall color printing and scanning needs have been met by an HP Color LaserJet 4600 and BizHub C350 Multi-Function Copier (MFC); both located in the Building, Planning and Engineering (BPE) area. The LaserJet 4600 printer is almost ten years old and, although it still functions, will be too expensive to repair if a major component fails. The lease on the BizHub C350 MFC will end on March 31, 2010. Additionally, our lease on the BizHub 750 (black-only) MFC in the Finance Department will also end on that date.

We can purchase two identical KonicaMinolta BizHub C360 business machines from Oasys under the attached King County Directors Association (KCDA) agreements. By tracking print jobs with access codes, these units will allow departments to regain control of their current color printing costs and to more easily budget for future costs.

We are currently paying \$286 per month for the color MFC lease in BPE and \$250 per month for the black-only MFC lease in Finance. If you spread the purchase price of \$9808 out over 60 months, the cost on each of the new color units will only be \$163 per month. For comparison, leasing these same machines for 60 months would cost \$229 per month. Purchasing saves us almost \$4000 per machine. In summary, we'll be getting more features and better performance at less cost.

RECOMMENDATION: Motion to authorize the Mayor to sign the attached agreements with Oasys, Inc. for purchase and maintenance of two multi-function color copiers.

Attachments: Oasys, Inc. KCDA Acquisition and Service Agreements



OASYS, INC.
 1575 Port Drive
 Burlington, WA 98233
 Phone: 360.755.0309
 Fax: 360.757.1849
 www.oasysinc.com

Acquisition Agreement

Ship to

Customer #	
Company	City of Sedro Woolley Finance
Address	325 Metcalf Street
Address	
City/State/Zip	Sedro Woolley, WA 98284
Phone	360-855-1661
Fax	360-855-0707
Key Operator	Christine Salseina
e-mail	csalseina@ci-sedro-woolley.wa.us

Bill to

Customer #	
Company	City of Sedro Woolley Finance
Address	325 Metcalf Street
Address	
City/State/Zip	Sedro Woolley, WA 98284
Phone	360-855-1661
Fax	360-855-0707
Contact	Christine Salseina
e-mail	csalseina@ci-sedro-woolley.wa.us

Order Date
03/12/10

Desired Install Date

PO Number

Representative
Deanna McDougale

Product Information				Leasing Information		Purchase Information	
Quantity	Product/Accessories	Part Number	Serial Number	Term	Payment	Unit Price	Total
1	KonicaMinolta C360	A0ED011				\$5,341.00	\$5,341.00
1	DF-617 Rev.Doc.Feeder	A0HUWY1				\$752.00	\$752.00
1	PC-408 2500 LCC	A0XWW13				\$694.00	\$694.00
1	FS-527 Finisher	A0HRWY1				\$826.00	\$826.00
1	PK-517 Punch kit	A10EW11				\$290.00	\$290.00
1	FK-502 Fax Board	15LB				\$502.00	\$502.00
1	MK-720 fax mount kit	A0YAWY1				\$105.00	\$105.00
1	AU-210H HD card authentication	7640005064				\$189.00	\$189.00
							\$0.00
1	WT-506 work table	A0W4WY1				\$46.00	\$46.00
1	connectivity charge					\$320.00	\$320.00
							\$0.00
							\$0.00
							\$0.00

You are entitled to a copy of this contract. Terms or oral promises that are not contained in the written "terms and conditions" section may not be legally enforced. Order is binding only when accepted by an OASYS, Inc. Officer.	Sub-Total		\$9,065.00
	Tax	8.2%	\$743.33
	Tax Exempt Number		
	Total		\$9,808.33

Additional Terms:

Customer: _____ Accepted by: _____

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

Title _____

Title _____

Acquisition Agreement Terms and Conditions: No terms and conditions, expressed or implied, are authorized unless appearing on the "Original" of this Acquisition Agreement. This Agreement is subject to the approval of the management of OASYS, Inc. If it becomes necessary to file suit for the collection of any amount, the Client shall pay costs, including reasonable attorney fees. In the event that the full purchase price, including any sales tax and freight, is not paid in full at the time OASYS, Inc. delivers the equipment to the Client, then title to such equipment shall not pass to the Client, but title shall remain with OASYS, Inc. until such time as all payments and other obligations have been fully performed by the Client. The Client grants to OASYS, Inc. a security interest in the equipment to secure the unpaid balance and performance of the Client's obligations to OASYS, Inc. Default in the payment of the remaining balance due under this Agreement or an other Agreement evidencing any of the obligations of the Client to OASYS, Inc. is a default under this Agreement. Upon such default, OASYS, Inc., as Secured Party, may declare the remaining balance due and payable and shall have the remedies of a secured party under the Washington Uniform Commercial Code, including but not limited to, the right to take immediate possession of the equipment together with all additions, equipment and accessories thereto attached, wherever the same may be found. Notwithstanding the retention of title by OASYS, Inc. after delivery of equipment to Client, the risk of loss shall be upon the Client and the loss, injury and destruction of the equipment shall not release the Client from any of the Client's obligations to OASYS, Inc. hereunder. It is also understood that this Agreement may be scanned to electronic record, and the original paperwork maybe destroyed. Signing above acknowledges the admission and use of an electronic record of this Agreement in any proceedings OASYS, Inc. and agree that such electronic record shall be considered an original.



Professional Services Agreement
 OASYS, Inc.
 1575 Port Drive, Burlington, WA 98233
 Office: 360-755-0309 Fax: 360-757-1849
 e-mail: info@oasysinc.com

Professional Services Agreement

This document outlines the scope of work and ongoing support provided by OASYS, Inc. and our Connectivity/Application Specialists in assisting our client base in maximizing the return on their technology investment. This Professional Services Agreement is above and beyond the scope of the standard Service & Supply Agreement of the Digital Copier Printer/Scanner/Facsimile. All of our network connected equipment comes standard with the first years' Professional Services Agreement. This includes:

Model Serial Number ID #

Installation:

- » Work with client's IT personnel in getting product on the network
- » Printing - Product connected for printing from workstations and/or servers using applicable drivers (PCL, Postscript, RPCS)
- » Scanning - Product connected for scanning via appropriate protocols (if applicable)
 - » Scan to E-mail
 - » Scan to Folder
 - » Scan to FTP
 - » Scan to Web
- » Installation of Web/Network monitoring and configuration applications

Training:

- » Train key operators/power users in the use of:
 - » Appropriate print drivers within applications
 - » Scanning protocols
 - » Product utilities (i.e. Command Workstation, Smartnet Monitor, Address Book Utilities etc.)

Ongoing Support:

- » Unlimited phone support for 1 year
- » Unlimited remote log in support for 1 year (via LogmeinRescue.com)
- » Unlimited application integration and support for 1 year
 - » Re-load Drivers
 - » Network Change Orders
 - » New Application Integration
- » One year Maintenance Agreement on controller -- hardware repair costs

Subsequent Yearly Support:

- » Includes all of the above
- » Billed at \$550.00 per year

By signing the Professional Services Agreement, I acknowledge that this agreement has been explained to me by an authorized representative of OASYS, Inc. and I understand that subsequent years support are OPTIONAL and will be billed at the above rate one year from the installation. If I choose not to renew the Professional Services Agreement at renewal, I understand that any connectivity issues that may arise will be billed on an hourly basis. This Agreement becomes effective on the date of installation of equipment.

I choose to accept subsequent yearly billings for continuation of this Professional Services Agreement.
 I choose to decline subsequent yearly billings for the continuation of this Professional Services Agreement.

Accepted by:

OASYS, Inc. Authorization:

Printed Name:

Printed Name:

City of Sedro Woolley Finance
Client:

Date:



Service & Supply Agreement

OASYS, Inc.
1575 Port Drive, Burlington, WA 98233
Office: 360-755-0309 Fax: 360-757-1849
e-mail: info@oasysinc.com

OASYS, Inc. agrees to provide and City of Sedro Woolley Finance (the Client) agrees to accept maintenance service, hereinafter referred to as "Agreement", on the equipment listed at the annual charges indicated in the equipment list (Schedule A), in accordance with the following terms and conditions.

1. Term

This Agreement is effective from the commencement date and will be in effect for the term of the accompanying lease #(s) as listed on the Schedule A. If this Agreement is not accompanied by a corresponding lease, it may be automatically renewed annually. OASYS, Inc. reserves the right to increase the cost of this Agreement annually. Any increases will be based on OASYS, Inc. cost of providing the services outlined in this Agreement. Thereafter, this Agreement will remain in force until terminated by either party within (30) days of its normal expiration date. All Agreements shall be billed in advance at the then current rate.

The Client may cancel this Agreement at the end of the original term or any renewal term thereafter. Any cancellation reasons other than those specified in this Agreement will not release the Client from any obligation to pay all charges, which have accrued, during this Agreement. Any services paid for in advance will not be refunded.

This Agreement will cover a specific number of Impressions as stated on Schedule A. An impression is defined as one (1) single sided 8 1/2" x 11" copy or print with a maximum of 8% coverage.

2. Maintenance Service, Parts and Supplies

Labor: OASYS, Inc. agrees to provide maintenance service availability Monday through Friday, from 8:00 AM to 5:00 PM, (legal holidays excepted) and keep the equipment in good working order while operated in accordance with published specifications while the equipment is located within OASYS, Inc.'s area of responsibility.

The Maintenance provided is based on the specific performance standard needs of individual products as established by OASYS, Inc. and/or the manufacturer of the equipment.

Parts: All parts and materials used for adjustments and repairs will be covered under this Agreement. Replacement parts shall be installed on an exchange basis at no additional charge to "the Client". Parts removed on an exchange basis become property of OASYS, Inc.

Supplies: All supplies for this Agreement including black toner, developer and photoconductor drums are included unless otherwise noted below. The only exclusions are paper and staples. *Color supplies are only covered if noted on Schedule A.*

Training: Key operator training will be provided for as long as this Agreement is in effect. Software support is not considered Key Operator training and will be billed at the then current chargeable rate, unless a Professional Services Agreement from OASYS, Inc. is in place.

Equipment Performance: If the listed equipment requires service which takes longer than 8 working hours to perform, or if the equipment is "Out of Service" for longer than 8 working hours, OASYS, Inc. will provide a comparable loaner at no additional charge.

3. Exclusions. Maintenance service is contingent upon the proper use of all equipment and does not include:

- A. Electrical work external to the equipment or maintenance of accessories, attachments, or other devices not furnished by OASYS, Inc.
- B. Service caused by supply items that do not meet OASYS, Inc. specifications
- C. Repair of damage or increase in service time resulting from:
 - 1. Accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use;
 - 2. Failure of electrical power, air conditioning or humidity control; and
 - 3. Alterations, which include but are not limited to, any changes in OASYS, Inc. design, installation or removal of OASYS, Inc. features, or any other modifications, whenever any of the foregoing are performed by anyone other than OASYS, Inc. representatives.



Service & Supply Agreement

OASYS, Inc.

1575 Port Drive, Burlington, WA 98233

Office: 360-755-0309 Fax: 360-757-1849

e-mail: info@oasysinc.com

- D. Such services, which is impractical for OASYS, Inc. representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device;
- E. Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by OASYS, Inc.
- F. Problems relating to or caused by "the Client's" software.
- G. Outer skins including the front door, platen covers, platen glass and by-pass trays.
- H. Malfunctions of connected IP Units, Coin Vends, Computers, Networks or any other equipment not specifically stated in Schedule A are also excluded.
- I. Service to repair damage to or to correct copy quality problems of the listed equipment resulting from movement of the equipment from it's original installation location or any relocation of equipment outside the normal servicing area of OASYS, Inc.

4. Delinquency

The Agreement rate is due in full within ten (10) days of the beginning date of this agreement. If The Client's account becomes thirty (30) days delinquent, OASYS, Inc. may elect to terminate service on the equipment until The Client's account becomes current. In the event service is terminated under this Agreement, OASYS, Inc. will charge The Client on a Time and Material basis for any service calls or supplies provided since the expiration of the previous Agreement term.

5. Assignment

The Client may not assign this Agreement without the permission from OASYS, Inc.. Such permission will not be unreasonably withheld and any attempt by The Client to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void.

6. Miscellaneous

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties. It supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement and any prior course of dealing, custom or usage of trade or course of performance notwithstanding. No modification or amendment to this Agreement will be binding on OASYS, Inc. unless in writing and signed by an officer of OASYS, Inc.

The Client agrees to supply meter readings electronically to OASYS, Inc. This requires that software be installed on a computer at The Client's location that is **Turned on 24 hours a day, 7 days a week.** OASYS, Inc. assures The Client, **that this software is secure and only capable of obtaining meter readings, supply levels and other non-private information. THE SOFTWARE CANNOT READ ANY INFORMATION PRINTED, COPIED OR STORED OR PLACED ON A HARD DRIVE, NOR CAN IT TRANSMIT ANY INFORMATION TO THE EQUIPMENT.** OASYS, Inc. reserves the right to assess an additional Meter Collection Charge if The Client fails to provide meters electronically and OASYS, Inc. must manually request the meter(s) from The Client. The additional charge will be at the then prevailing rate for the method of collecting the meter.

There shall be added to the fee for this Agreement any tax(es) now or thereafter imposed on, or in conjunction with the sale, delivery or furnishing of such supplies, services or materials described herein.

It is also understood that this Agreement may be scanned to electronic record, and the original paperwork maybe destroyed. Signing below acknowledges the admission and use of an electronic record of this Agreement in any proceedings OASYS, Inc. and agree that such electronic record shall be considered an original.



Service & Supply Agreement
 OASYS, Inc.
 1575 Port Drive, Burlington, WA 98233
 Office: 360-755-0309 Fax: 360-757-1849
 e-mail: info@oasysinc.com

Schedule A List of Covered Equipment

Client: Effective Date of Contract:

Base charge to be billed (please check one): Monthly Quarterly Annually
 CPC/Overage to be billed (please check one): Monthly Quarterly

Amounts shown in table below must be consistent with billing frequency.
 Varying billing frequency between color and B/W charge is not available.

Model No.	Serial No.	Color Base Charge	Color Copy Allowance	Color CPC/Overage	BW Base Charge	B/W Copy Allowance	B/W CPC/Overage
KonicaMinolta C360		NA	NA	\$0.0632	NA	NA	\$0.0094

This contract includes: Black Toner Color Toner Color Drums Staples
(imaging units)

The pricing of this Agreement assumes the unit(s) will be used as convenience scanners. OASYS, Inc. reserves the right to charge for scans if usage of the scanning feature exceeds 50% of the print volume.

All meter readings will be automatically sent to OASYS, Inc. via a secure Information Collection Agent.

Supply ordering and Service Requests will be done by Key Operator:
 Email Address: Phone:
 Fax:

1. An Impression is defined as one (1) single sided 8 1/2" x 11" copy, print, or fax reception of no more than 8% coverage
2. Unless specifically listed, 3rd Party Accessories are not covered under this Service & Supply Agreement and all parts/labor will be chargeable

Executed by OASYS, Inc.

By: _____
 Title: _____
 Date: _____

Accepted by "The Client":

By: _____
 Title: _____
 Date: _____

Declined by "The Client":

By: _____
 Title: _____

* by declining the Maintenance Agreement, I (The Client) understand that all service calls will be billed at the then rate of time and materials.



OASYS, INC.
 1575 Port Drive
 Burlington, WA 98233
 Phone: 360.755.0309
 Fax: 360.757.1849
 www.oasysinc.com

Acquisition Agreement

Ship to

Customer #	
Company	City of Sedro Woolley Planning
Address	325 Metcalf Street
Address	
City/State/Zip	Sedro Woolley, WA 98284
Phone	360-855-0771
Fax	360-855-0733
Key Operator	Jo Ann Lazaron
e-mail	j Lazaron@ci-sedro-woolley.wa.us

Bill to

Customer #	
Company	City of Sedro Woolley Planning
Address	325 Metcalf Street
Address	
City/State/Zip	Sedro Woolley, WA 98284
Phone	360-855-0771
Fax	360-855-0733
Contact	Jack R. Moore
e-mail	jmoore@ci.sedro-woolley.wa.us

Order Date
03/12/10

Desired Install Date

PO Number

Representative
Deanna McDougale

Product Information				Leasing Information		Purchase Information	
Quantity	Product/Accessories	Part Number	Serial Number	Term	Payment	Unit Price	Total
1	KonicaMinolta C360	A0ED011				\$5,341.00	\$5,341.00
1	DF-617 rev.doc.feeder	A0HUWY1				\$752.00	\$752.00
1	PC-408 2500 LCC	A0XWW13				\$694.00	\$694.00
1	FS-527 Finisher	A0HRWY1				\$826.00	\$826.00
1	PK-517 Punch kit	A10EW11				\$290.00	\$290.00
1	FK-502 Fax Board	15LB				\$502.00	\$502.00
1	MK-720 fax mount kit	A0YAWY1				\$105.00	\$105.00
1	AU-210H HD card authentication	7640005064				\$189.00	\$189.00
							\$0.00
1	WT-506 work table	A0W4WY1				\$46.00	\$46.00
1	connectivity charge					\$320.00	\$320.00
							\$0.00
							\$0.00
							\$0.00

You are entitled to a copy of this contract. Terms or oral promises that are not contained in the written "terms and conditions" section may not be legally enforced. Order is binding only when accepted by an OASYS, Inc. Officer.	Sub-Total		\$9,065.00
	Tax	8.2%	\$743.33
	Tax Exempt Number		
	Total		\$9,808.33

Additional Terms	
-------------------------	--

Customer:

Accepted by:

 Authorized Signature Date

 Authorized Signature Date

 Title

 Title

Acquisition Agreement Terms and Conditions: No terms and conditions, expressed or implied, are authorized unless appearing on the "Original" of this Acquisition Agreement. This Agreement is subject to the approval of the management of OASYS, Inc. If it becomes necessary to file suit for the collection of any amount, the Client shall pay costs, including reasonable attorney fees. In the event that the full purchase price, including any sales tax and freight, is not paid in full at the time OASYS, Inc. delivers the equipment to the Client, then title to such equipment shall not pass to the Client, but title shall remain with OASYS, Inc. until such time as all payments and other obligations have been fully performed by the Client. The Client grants to OASYS, Inc. a security interest in the equipment to secure the unpaid balance and performance of the Client's obligations to OASYS, Inc. Default in the payment of the remaining balance due under this Agreement or an other Agreement evidencing any of the obligations of the Client to OASYS, Inc. is a default under this Agreement.

Upon such default, OASYS, Inc., as Secured Party, may declare the remaining balance due and payable and shall have the remedies of a secured party under the Washington Uniform Commercial Code, including but not limited to, the right to take immediate possession of the equipment together with all additions, equipment and accessories thereto attached, wherever the same may be found. Notwithstanding the retention of title by OASYS, Inc. after delivery of equipment to Client, the risk of loss shall be upon the Client and the loss, injury and destruction of the equipment shall not release the Client from any of the Client's obligations to OASYS, Inc. hereunder. It is also understood that this Agreement may be scanned to electronic record, and the original paperwork maybe destroyed. Signing above acknowledges the admission and use of an electronic record of this Agreement in any proceedings OASYS, Inc. and agree that such electronic record shall be considered an original.



Professional Services Agreement

OASYS, Inc.
1575 Port Drive, Burlington, WA 98233
Office: 360-755-0309 Fax: 360-757-1849
e-mail: info@oasysinc.com

Professional Services Agreement

This document outlines the scope of work and ongoing support provided by OASYS, Inc. and our Connectivity/Application Specialists in assisting our client base in maximizing the return on their technology investment. This Professional Services Agreement is above and beyond the scope of the standard Service & Supply Agreement of the Digital Copier Printer/Scanner/Facsimile. All of our network connected equipment comes standard with the first years' Professional Services Agreement. This includes:

Model Serial Number ID #

Installation:

- » Work with client's IT personnel in getting product on the network
- » Printing - Product connected for printing from workstations and/or servers using applicable drivers (PCL, Postscript, RPCS)
- » Scanning - Product connected for scanning via appropriate protocols (if applicable)
 - » Scan to E-mail
 - » Scan to Folder
 - » Scan to FTP
 - » Scan to Web
- » Installation of Web/Network monitoring and configuration applications

Training:

- » Train key operators/power users in the use of:
 - » Appropriate print drivers within applications
 - » Scanning protocols
 - » Product utilities (i.e. Command Workstation, Smartnet Monitor, Address Book Utilities etc.)

Ongoing Support:

- » Unlimited phone support for 1 year
- » Unlimited remote log in support for 1 year (via LogmeinRescue.com)
- » Unlimited application integration and support for 1 year
 - » Re-load Drivers
 - » Network Change Orders
 - » New Application Integration
- » One year Maintenance Agreement on controller -- hardware repair costs

Subsequent Yearly Support:

- » Includes all of the above
- » Billed at \$550.00 per year

By signing the Professional Services Agreement, I acknowledge that this agreement has been explained to me by an authorized representative of OASYS, Inc. and I understand that subsequent years support are OPTIONAL and will be billed at the above rate one year from the installation. If I choose not to renew the Professional Services Agreement at renewal, I understand that any connectivity issues that may arise will be billed on an hourly basis. This Agreement becomes effective on the date of installation of equipment.

I choose to accept subsequent yearly billings for continuation of this Professional Services Agreement.
 I choose to decline subsequent yearly billings for the continuation of this Professional Services Agreement.

Accepted by:

OASYS, Inc. Authorization:

Printed Name:

Printed Name:

*City of Sedro Woolley Planning
Client*

Date:



Service & Supply Agreement

OASYS, Inc.
1575 Port Drive, Burlington, WA 98233
Office: 360-755-0309 Fax: 360-757-1849
e-mail: info@oasysinc.com

OASYS, Inc. agrees to provide and City of Sedro Woolley Planning (the Client) agrees to accept maintenance service, hereinafter referred to as "Agreement", on the equipment listed at the annual charges indicated in the equipment list (**Schedule A**), in accordance with the following terms and conditions.

1. Term

This Agreement is effective from the commencement date and will be in effect for the term of the accompanying lease #(s) as listed on the Schedule A. If this Agreement is not accompanied by a corresponding lease, it may be automatically renewed annually. OASYS, Inc. reserves the right to increase the cost of this Agreement annually. Any increases will be based on OASYS, Inc. cost of providing the services outlined in this Agreement. Thereafter, this Agreement will remain in force until terminated by either party within (30) days of its normal expiration date. All Agreements shall be billed in advance at the then current rate.

The Client may cancel this Agreement at the end of the original term or any renewal term thereafter. Any cancellation reasons other than those specified in this Agreement will not release the Client from any obligation to pay all charges, which have accrued, during this Agreement. Any services paid for in advance will not be refunded.

This Agreement will cover a specific number of Impressions as stated on Schedule A. An impression is defined as one (1) single sided 8 1/2" x 11" copy or print with a maximum of 8% coverage.

2. Maintenance Service, Parts and Supplies

Labor: OASYS, Inc. agrees to provide maintenance service availability Monday through Friday, from 8:00 AM to 5:00 PM, (legal holidays excepted) and keep the equipment in good working order while operated in accordance with published specifications while the equipment is located within OASYS, Inc.'s area of responsibility.

The Maintenance provided is based on the specific performance standard needs of individual products as established by OASYS, Inc. and/or the manufacturer of the equipment.

Parts: All parts and materials used for adjustments and repairs will be covered under this Agreement. Replacement parts shall be installed on an exchange basis at no additional charge to "the Client". Parts removed on an exchange basis become property of OASYS, Inc.

Supplies: All supplies for this Agreement including black toner, developer and photoconductor drums are included unless otherwise noted below. The only exclusions are paper and staples. *Color supplies are only covered if noted on Schedule A.*

Training: Key operator training will be provided for as long as this Agreement is in effect. Software support is not considered Key Operator training and will be billed at the then current chargeable rate, unless a Professional Services Agreement from OASYS, Inc. is in place.

Equipment Performance: If the listed equipment requires service which takes longer than 8 working hours to perform, or if the equipment is "Out of Service" for longer than 8 working hours, OASYS, Inc. will provide a comparable loaner at no additional charge.

3. Exclusions. Maintenance service is contingent upon the proper use of all equipment and does not include:

- A. Electrical work external to the equipment or maintenance of accessories, attachments, or other devices not furnished by OASYS, Inc.
- B. Service caused by supply items that do not meet OASYS, Inc. specifications
- C. Repair of damage or increase in service time resulting from:
 1. Accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use;
 2. Failure of electrical power, air conditioning or humidity control; and
 3. Alterations, which include but are not limited to, any changes in OASYS, Inc. design, installation or removal of OASYS, Inc. features, or any other modifications, whenever any of the foregoing are performed by anyone other than OASYS, Inc. representatives.



Service & Supply Agreement

OASYS, Inc.
1575 Port Drive, Burlington, WA 98233
Office: 360-755-0309 Fax: 360-757-1849
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- D. Such services, which is impractical for OASYS, Inc. representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device;
- E. Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by OASYS, Inc.
- F. Problems relating to or caused by "the Client's" software.
- G. Outer skins including the front door, platen covers, platen glass and by-pass trays.
- H. Malfunctions of connected IP Units, Coin Vends, Computers, Networks or any other equipment not specifically stated in Schedule A are also excluded.
- I. Service to repair damage to or to correct copy quality problems of the listed equipment resulting from movement of the equipment from its original installation location or any relocation of equipment outside the normal servicing area of OASYS, Inc.

4. Delinquency

The Agreement rate is due in full within ten (10) days of the beginning date of this agreement. If The Client's account becomes thirty (30) days delinquent, OASYS, Inc. may elect to terminate service on the equipment until The Client's account becomes current. In the event service is terminated under this Agreement, OASYS, Inc. will charge The Client on a Time and Material basis for any service calls or supplies provided since the expiration of the previous Agreement term.

5. Assignment

The Client may not assign this Agreement without the permission from OASYS, Inc.. Such permission will not be unreasonably withheld and any attempt by The Client to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void.

6. Miscellaneous

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties. It supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement and any prior course of dealing, custom or usage of trade or course of performance notwithstanding. No modification or amendment to this Agreement will be binding on OASYS, Inc. unless in writing and signed by an officer of OASYS, Inc.

The Client agrees to supply meter readings electronically to OASYS, Inc. This requires that software be installed on a computer at The Client's location that is **Turned on 24 hours a day, 7 days a week.** OASYS, Inc. assures The Client, **that this software is secure and only capable of obtaining meter readings, supply levels and other non-private information. THE SOFTWARE CANNOT READ ANY INFORMATION PRINTED, COPIED OR STORED OR PLACED ON A HARD DRIVE, NOR CAN IT TRANSMIT ANY INFORMATION TO THE EQUIPMENT.** OASYS, Inc. reserves the right to assess an additional Meter Collection Charge if The Client fails to provide meters electronically and OASYS, Inc. must manually request the meter(s) from The Client. The additional charge will be at the then prevailing rate for the method of collecting the meter.

There shall be added to the fee for this Agreement any tax(es) now or thereafter imposed on, or in conjunction with the sale, delivery or furnishing of such supplies, services or materials described herein.

It is also understood that this Agreement may be scanned to electronic record, and the original paperwork maybe destroyed. Signing below acknowledges the admission and use of an electronic record of this Agreement in any proceedings OASYS, Inc. and agree that such electronic record shall be considered an original.



Service & Supply Agreement
 OASYS, Inc.
 1575 Port Drive, Burlington, WA 98233
 Office: 360-755-0309 Fax: 360-757-1849
 e-mail: info@oasysinc.com

Schedule A List of Covered Equipment

Client: Effective Date of Contract:

Base charge to be billed (please check one): Monthly Quarterly Annually
 CPC/Overage to be billed (please check one): Monthly Quarterly

Amounts shown in table below must be consistent with billing frequency.
 Varying billing frequency between color and B/W charge is not available.

Model No.	Serial No.	Color Base Charge	Color Copy Allowance	Color CPC/Overage	BW Base Charge	B/W Copy Allowance	B/W CPC/Overage
KonicaMinolta C360		NA	NA	\$0.0632	NA	NA	\$0.0094

This contract includes: Yes Black Toner Yes Color Toner Yes Color Drums No Staples
(imaging units)

The pricing of this Agreement assumes the unit(s) will be used as convenience scanners. OASYS, Inc. reserves the right to charge for scans if usage of the scanning feature exceeds 50% of the print volume.

All meter readings will be automatically sent to OASYS, Inc. via a secure Information Collection Agent.

Supply ordering and Service Requests will be done by Key Operator:

Email Address: Phone:
 Fax:

1. An Impression is defined as one (1) single sided 8 1/2" x 11" copy, print, or fax reception of no more than 8% coverage
2. Unless specifically listed, 3rd Party Accessories are not covered under this Service & Supply Agreement and all parts/labor will be chargeable

Executed by OASYS, Inc.

By: _____
 Title: _____
 Date: _____

Accepted by "The Client":

By: _____
 Title: _____
 Date: _____

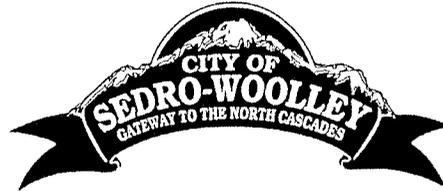
Declined by "The Client":

By: _____
 Title: _____

* by declining the Maintenance Agreement, I (The Client) understand that all service calls will be billed at the then rate of time and materials.

MAR 24 2010

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



PROCLAMATION

WHEREAS, the Washington Coalition of Sexual Assault Programs (WCSAP) is committed to uniting agencies engaged in eliminating all forms of sexual violence through education, advocacy, victim services, and community action across the state; and

WHEREAS, WCSAP promotes healing services for survivors of sexual assault through Community Sexual Assault Programs and other providers; and

WHEREAS, WCSAP encourages every community to help put an end to sexual violence by working together to promote social change;

NOW, THEREFORE, I, Mike Anderson, Mayor of the City of Sedro-Woolley, Washington, do hereby proclaim April 2010 as

Sexual Assault Awareness in Action Month

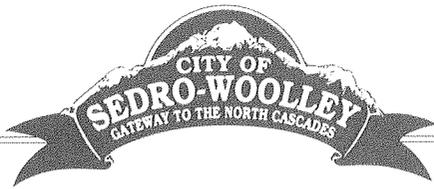
in the City of Sedro-Woolley, and I urge all individuals and communities to join me in this special observance.

Signed this 24th day of March, 2010

Mayor Mike Anderson

MAR 24 2010

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



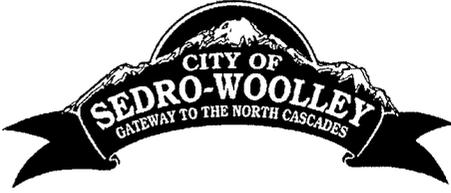
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 24 2010



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 6

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Fruitdale Sewer Connection Fee
DATE: March 24, 2010

ISSUE: Should the Council adopt the attached ordinance that creates a special connection fee for properties served by the new sewer main and pump station on Fruitdale Road?

BACKGROUND: **This is a second reading.** This ordinance is presented to establish a special connection fee for a limited area served by new sewer infrastructure. It will operate the same as the Cook/Trail Special Connection Area created in 2004 and the Reed Street Special Connection Area created in 1995. In each of those areas, users who connect to the sewer system pay a charge in addition to the standard connection fee.

A map showing the benefitted properties on Fruitdale Road is attached to this ordinance, as well as a legal description for those properties. Mark used that area to calculate future growth and with that determined that the cost of this connection fee is \$3,450.00 per ERU. This number is the total cost of the project divided by the estimated future build-out in the area served by the new infrastructure. The cost has decreased from the preliminary estimate by \$290 per ERU, due to the addition of two parcels to the benefit area.

Finally, the property owners were mailed a notice of tonight's public hearing to the name and address on file with the Skagit County Auditor.

RECOMMENDATION: Motion to adopt the attached ordinance _____-10 an ordinance that establishes a utility connection fee for properties served by the new sewer main and pump station on Fruitdale Road.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A UTILITY CONNECTION FEE PURSUANT TO
RCW 35.92.025 FOR REAL PROPERTY BENEFITED BY A SANITARY SEWER MAIN
ON FRUITDALE ROAD

Whereas, the City Council of the City of Sedro-Woolley conducted a public hearing on March 10, 2010 to consider testimony from the public regarding the advantages and disadvantages of establishing a special connection charge pursuant to RCW 35.92.025, and

Whereas, the City provided notice of the public hearing in the newspaper of record and by mailing to property owners within the special connection area, and

Whereas, the City Council considered the testimony of both the citizens and the expert opinion of the Public Works Director/City Engineer, and

Whereas, the City Council finds that the Fruitdale Road area described in the attached Exhibit A and depicted in the attached Exhibit B, is specifically benefitted by the sanitary sewer main and pump station, and that a special connection charge for the cost of this main and pump station is appropriate, and

Whereas, it is not appropriate for the cost of this infrastructure to be added to the cost of the connection fee for prior improvements, to be borne by all users, and

Whereas, the City Council finds that a special connection charge which is designed to recoup the actual cost of construction of the line, lift station and associated improvements, but not to exceed this cost is appropriate, and

Whereas, the City Council finds that the Public Works Director/City Engineer has determined that, based upon a reasonable build-out density using the current underlying zoning of benefitted property with an adjustment for coverage area, the net cost per lot for these improvements is \$3,450.00, and

Whereas, the Public Works Director/City Engineer's stamped analysis is attached to this ordinance as Exhibit C, and

Whereas, the City Council finds that it is in the public interest and welfare to extend sanitary sewer to Fruitdale Road between SR 20/Moore Street and McGarigle Road, and that the residents thereof should pay the cost of these improvements, now therefore,

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

Section 1. A new section shall be added to Title 13 of the Sedro-Woolley Municipal Code as follows:

SWMC 13._____._____: Utility Connection Fee – Fruitdale Road

A. Residential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the Fruitdale Road sanitary sewer pump station and main, shall pay a special connection fee in the sum of three thousand four hundred fifty dollars for each residential dwelling unit connected to the sanitary sewer.

B. Nonresidential User Connection Fee. In addition to all other charges and fees assessed by ordinance or statute, and not in lieu thereof, the owner or owners of any lot or parcel within that real property legally described on Exhibit A and illustrated on the map attached as Exhibit B set out at the end of this section, and any real property aggregated thereto and any subdivision thereof, which is served by the Fruitdale Road sanitary sewer pump station and main, shall pay a special connection fee for each nonresidential structure or nonresidential use connected to the sanitary sewer in the sum of three thousand four hundred fifty dollars for each equivalent residential unit (“ERU”). Each nonresidential sewer connection or use shall be deemed equivalent to at least a minimum of one ERU. The number of ERUs shall be determined by the superintendent, whose determination shall be final.

C. Time of payment. The special connection fee shall be due at the time of application for a building permit, if for a new structure, or at time actual connection or connection permit application, if for an existing structure.

D. Lien. If not paid when due, the special connection fee established by this section shall constitute a lien on the lot or parcel, and may be foreclosed in the manner provided by law.

E. Remedies. In the event that the owner or owners fail to pay the special connection fee established by this section, the city may, in addition to all other remedies provided by law or ordinance, seek a money judgment from the owner or owners, foreclose the lien as provided by law, terminate sewer service to the lot or parcel, or seek injunctive or equitable relief. The remedies herein provided are cumulative, and not exclusive.

F. Definitions. For purposes of this section, the following definitions shall apply:

“Equivalent residential unit (ERU)” means a common measure for all types of users to put them on an equivalent basis with a single family residential user. One ERU is equal to seven hundred fifty cubic feet of water consumption per month.

“Owner or owners” means fee owner, purchaser subject to a deed of trust or mortgage, or purchaser under a real estate contract. One who is a tenant, renter, lessee or holder of an option or right to purchase shall not be considered an owner.

“Residential dwelling unit” means a single family residence, an individual apartment unit in an apartment building, an individual dwelling unit in a duplex or multifamily residential structure, and a mobile home space or pad in a mobile home park

Section 2. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 3. This ordinance shall be recorded in the office of the Skagit County Auditor.

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2010, and signed in authentication of its passage this ____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Filed with the City Clerk:	March 4, 2010
Public Hearing:	March 10, 2010
First Reading:	March 10, 2010
Second Reading:	March 24, 2010
Passed by the City Council:	
Signed by the Mayor:	
Date of Publication:	
Recorded with County Auditor:	

FRUITDALE SEWER IMPACT AREA ANALYSIS

City of Sedro-Woolley, WA

OPTION (3) 100% Lot Serviced

Owner: City of Sedro Woolley

By: Mark / Fruitdale North of SR20

Date: 3/19/2010

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL BID	FRUITDALE		
						QUANT	TOTAL	
3-2	FA#2 - Stump in Sewer Trench	LS	100%	FA	1,040.46	1,040.46	1,040.46	
3-6	FA#6 - Stump at SSPS wetwell	LS	100%	FA	1,522.89	1,522.89	1,522.86	
3-13	FA#13 - Relocate existing sewer cleanout	LS	100%	FA	1,074.52	1,074.52	-	
3-15	FA#15 - Repair leaking existing sewer tap	LS	100%	FA	1,993.36	1,993.36	-	
3-23	FA#23 - Install attic access hatch in SSPS building	LS	100%	FA	405.44	405.44	405.44	
3-29	FA#29 - Hospital grade muffler install in Fruitdale Rd SSPS Bldg	LS	100%	FA	3,089.42	3,089.42	3,089.42	
89	Manhole Type 1 48 In. Diam	EA	10	2,357.64	23,576.40	8.00	18,861.12	
90	Manhole Additional Height 48 In. Diam	LF	17	261.29	4,441.93	17.00	4,441.93	
91	Manhole Type 1 48 In. Diam Set in Exist Pipe	EA	2	2,150.57	4,301.14	-	-	
92	Connect to Exist. Manhole	EA	1	370.67	370.67	-	-	
93	PVC Sanitary Sewer Pipe 6 In. Diam.	LF	969	33.99	32,936.31	548.00	18,626.52	
94	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	2,049	38.69	79,275.81	1,802.00	69,719.38	
95	Side Sewer	EA	38	543.10	20,637.80	27.00	14,663.70	
96	Sanitary Sewer Pump Station, Complete	LS	1	LS	99,103.45	100%	99,103.45	
96-1	Sanitary Sewer PS, CO#1 Silencer Upgrade	LS	1	LS	1,697.63	1.00	1,697.63	
97	C900 PVC Sewer Forcemain 4 In. Diam.	LF	195	18.75	3,656.25	200.00	3,750.00	
98	Connect Forcemain to Exist. Manhole	EA	1	364.99	364.99	1.00	364.99	
99	Dewatering	LS	1	199,058.67	199,058.67	1.00	199,058.67	
100	Pump Station Building	LS	1	LS	60,139.91	100%	60,139.91	
122	Admin Settlement of Fruitdale Sewer Dewatering Claim - CO#	LS	95%	90,000.00	85,500.00	95%	85,500.00	
SUBTOTAL CONTRACT							581,985.48	
WSST AT 8.2%							47,722.81	
TOTAL CONSTRUCTION CONTRACT							629,708.29	
DISTRIBUTION							93.3%	

R&E STUDY REPORT (FINAL)

LBS PE (FINAL)

LBS CM COST TO 1/29/2010 (FINAL THIS GROUP)

CITY CM COST TO 1/31/2010 (FINAL THIS GROUP)

MISC CN (PUD, PSE, ETC)

SUBTOTAL

5% ADMIN

TOTAL

	44,000.00	41,047.37
	61,414.08	57,292.87
	14,529.22	13,554.23
	14,498.04	14,498.04
	-	756,100.80
		37,805.04
		793,905.84

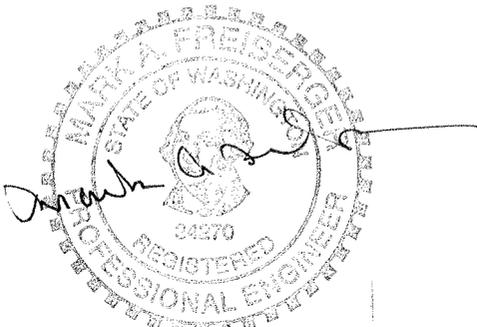
UPDATED

IMPACT AREA (PER SSE LEGAL DESCR) 54.95 AC
 BUILDOUT POPULATION IF R5/R7 PER ZONING 716.4 PERSONS
 R5 BUILDOUT 43.39 AC
 R7 BUILDOUT 11.56 AC
 R5 LOT SIZE, 70X120 8400 SF
 TOTAL R5 LOTS 161 EA
 R7 LOT SIZE, 60X100 6000 SF
 TOTAL R7 LOTS 60 EA
 USE FOR COVERAGE 40%
 NET LOTS 221 EA
 PROJECT COST PLUS 5% ADMIN \$ 763,350.00 EST 5/7/2009 BASED ON BID
NET COST PER LOT \$ 3,450 EA

\$ 3,450 EA

5/7/09 ESTIMATE CHANGE

\$ 3,740 EA
 7.8% DECREASE DUE TO ADDITION OF PARCELS 39377 AND PORTION OF 39392



EXPIRES 3/15/2010



806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LEGAL DESCRIPTION
FOR
CITY OF SEDRO-WOOLLEY
OF
PROPERTY INCLUDED IN
FRUITDALE ROAD SEWER BENEFIT AREA

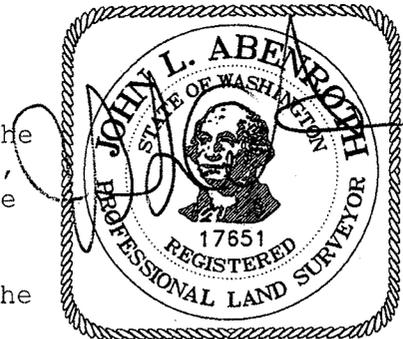
March 11, 2010

AREA EAST OF FRUITDALE ROAD

Beginning at the northeast corner of the southeast quarter of Section 18, Township 35 North, Range 5 East, W.M.; thence S 02°23'16" E along the east line of said southeast quarter, a distance of 969.20 feet to its intersection with the northwesterly right of way line of State Route 20; thence S 53°40'19" W along said northwesterly right of way line, a distance of 1604.36 feet to its intersection with the east right of way line of Fruitdale Road; thence northerly along the east right of way line of Fruitdale Road through the following thirteen courses; N 02°14'31" W, a distance of 1381.36 feet; N 88°19'16" E, a distance of 10.00 feet; N 02°14'31" W, a distance of 100.00 feet; S 88°19'16" W, a distance of 10.00 feet; N 02°14'31" W, a distance of 90.00 feet; N 88°19'16" E, a distance of 10.00 feet; N 02°14'31" W, a distance of 40.00 feet; S 88°19'16" W, a distance of 10.00 feet; N 02°14'31" W, a distance of 70.00 feet; N 88°19'16" E, a distance of 10.00 feet; N 02°14'31" W, a distance of 100.00 feet; S 88°19'16" W, a distance of 10.00 feet; N 02°14'31" W, a distance of 100.00 feet to the north line of said southeast quarter; thence N 88°19'16" E along the north line of said southeast quarter, a distance of 1326.33 feet to the point of beginning of this description.
Containing 43.39 acres.

AREA WEST OF FRUITDALE ROAD

Beginning at the southwest corner of the southeast quarter of the northwest quarter of the southeast quarter of Section 18, Township 35 N., Range 5 E., W.M.; thence N 02°10'13" W along the west line of said subdivision, a distance of 664.45 feet to the northwest corner of the southeast quarter of the northwest quarter of the southeast quarter of said Section 18 said point being also the southwest corner of Lot 17 of the



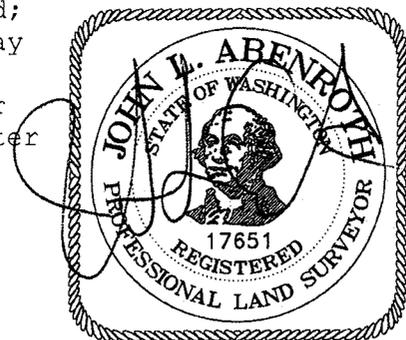
3/11/10

Skagit
Surveyors & Engineers

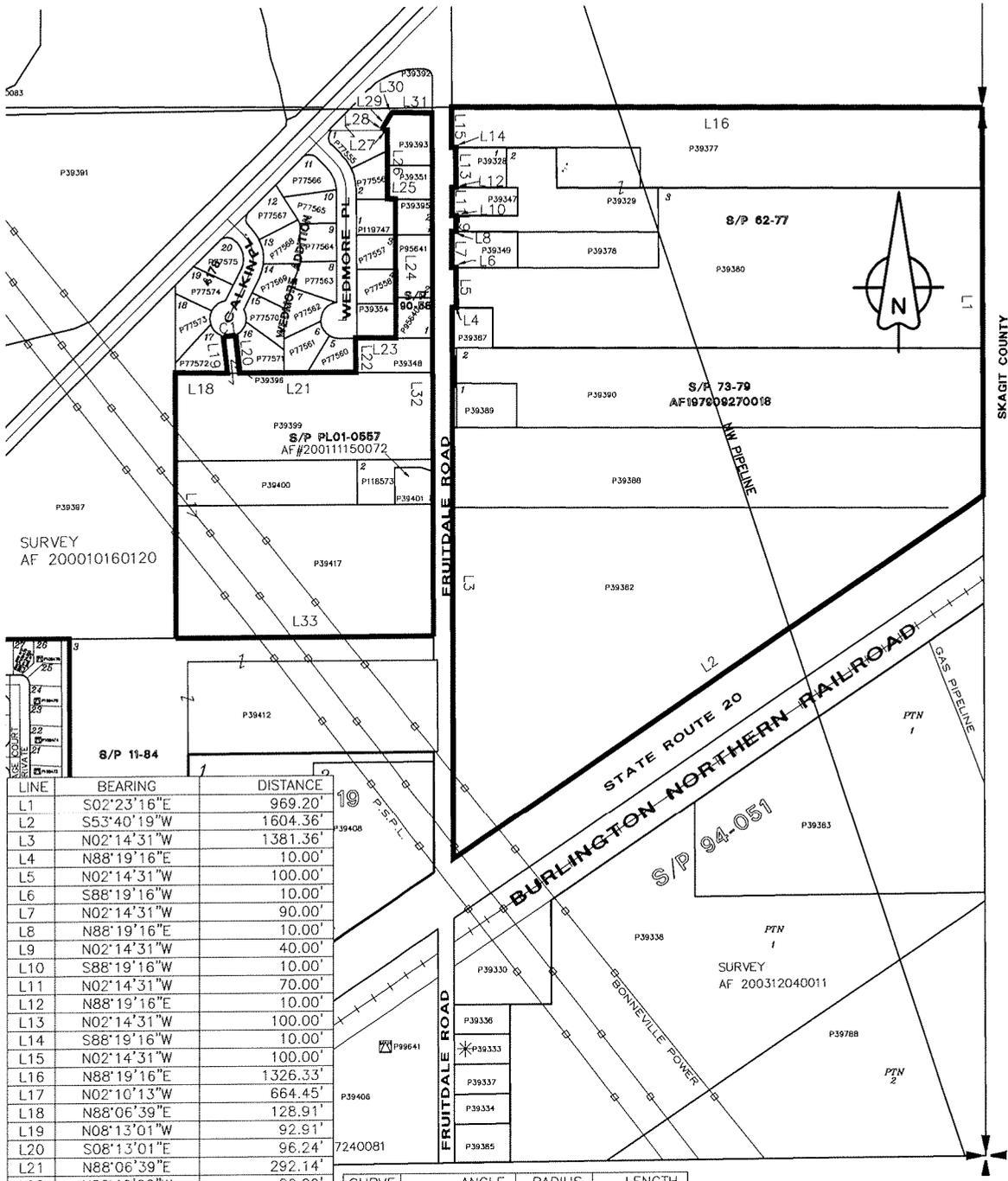
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

plat of Wedmore Addition filed in Volume 9 of Plats at page 115, records of Skagit County, Washington; thence N 88°06'39" E, a distance of 128.91 feet to the southeast corner of said Lot 17; thence N 08°13'01" W along the east line of said Lot 17, a distance of 92.91 feet to the southerly margin of the cul-de-sac at the south end of Calkin Place; thence easterly along the margin of said cul-de-sac on a curve to the left having a radius of 45.00 feet through a central angle of 38°56'14", and an arc distance of 30.58 feet; thence S 08°13'01" E along the west line of Lot 16 of said plat, a distance of 96.24 feet to the southwest corner of said Lot 16; thence N 88°06'39" E along the north line of the southeast quarter of the northwest quarter of the southeast quarter of said Section 18, a distance of 292.14 feet to the southeast corner of Lot 5 of said plat of Wedmore Addition; thence N 02°19'20" W, a distance of 86.00 feet to the northeast corner of Lot 5 of said plat of Wedmore Addition; thence N 88°06'39" E, a distance of 100.00 feet to the southwest corner of Lot 1 of Short Plat 90-58 filed in Volume 9 of Short Plats at page 72 records of Skagit County; thence N 02°19'20" W along the west line of Lots 1 and 2 of said Short Plat and along the west line of Lot 2 of Short Plat No. PL-01-0438 filed under AF#200211070077, a distance of 347.04 feet to the northwest corner of Lot 2 of said Short Plat No. PL-01-0438; thence S 89°02'10" W along the north line of Lot 2 of said Short Plat No. PL-01-0438, a distance of 19.97 feet to the southeast corner of Lot 2 of said Wedmore Addition; thence N 02°19'07" W along the east line of Lots 2 and 1 of said plat of Wedmore's Addition, a distance of 171.31 feet to the northeast corner of Lot 1 of said plat of Wedmore Addition; thence S 88°07'14" W, a distance of 11.00 feet; thence N 02°20'02" W, a distance of 5.00 feet; thence N 26°59'00" E, a distance of 37.28 feet; thence N 41°49'33" E, a distance of 8.50 feet; thence N 89°01'28" E, a distance of 100.47 feet to the west right of way line of Fruitdale Road; thence S 02°14'31" E along the west right of way line of Fruitdale Road, a distance of 1309.00 feet to the south line of the southeast quarter of the northwest quarter of the southeast quarter of said Section 18; thence S 87°54'19" W, a distance of 644.80 feet to the point of beginning of this description.

Containing 11.56 acres.



3/11/10



LINE	BEARING	DISTANCE
L1	S02°23'16"E	969.20'
L2	S53°40'19"W	1604.36'
L3	N02°14'31"W	1381.36'
L4	N88°19'16"E	10.00'
L5	N02°14'31"W	100.00'
L6	S88°19'16"W	10.00'
L7	N02°14'31"W	90.00'
L8	N88°19'16"E	10.00'
L9	N02°14'31"W	40.00'
L10	S88°19'16"W	10.00'
L11	N02°14'31"W	70.00'
L12	N88°19'16"E	10.00'
L13	N02°14'31"W	100.00'
L14	S88°19'16"W	10.00'
L15	N02°14'31"W	100.00'
L16	N88°19'16"E	1326.33'
L17	N02°10'13"W	664.45'
L18	N88°06'39"E	128.91'
L19	N08°13'01"W	92.91'
L20	S08°13'01"E	96.24'
L21	N88°06'39"E	292.14'
L22	N02°19'20"W	86.00'
L23	N88°06'39"E	100.00'
L24	N02°19'20"W	347.04'
L25	S89°02'10"W	19.97'
L26	N02°19'07"W	171.31'
L27	S88°07'14"W	11.00'
L28	N02°20'02"W	5.00'
L29	N26°59'00"E	37.28'
L30	N41°49'33"E	8.50'
L31	N89°01'28"E	100.47'
L32	S02°14'31"E	1309.00'
L33	S87°54'19"W	644.80'

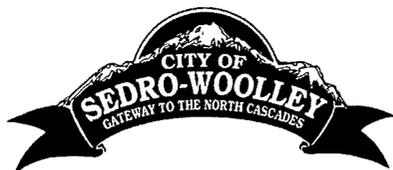
CURVE	ANGLE	RADIUS	LENGTH
C1	38°56'14"	45.00'	30.58'

SCALE 1" = 400'

**MAP OF FRUITDALE ROAD
SEWER SERVICE AREA
FOR
CITY OF SEDRO-WOOLLEY**

SKAGIT SURVEYORS AND ENGINEERS

11MAR10 JN210013A



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 24 2010

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

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 *JM*
Planning Director/ Building Official

Date: March 10, 2010

Subject: Reduction of school impact fees -2nd read

ISSUE

Should the Council approve an ordinance to reduce school impact fees to the amount that the Sedro-Woolley School District (SWSD) has adopted as part of their most recent Capital Facilities Plan?

PROJECT DESCRIPTION / HISTORY

The SWSD Board of Directors adopted a revised Capital Facilities Plan on February 22, 2010. After calculating their projected needs in the immediate future, the required School District Impact Fees were reduced.

The fee required for single-family residences was reduced from \$5,239 to \$2,649. The fee required for multi-family residences was reduced from \$5,254 to \$1,398.

To affect this change for building permit applicants, the City Council would need to adopt the change as a modification to the Municipal Code as set forth in SWMC 15.64.140.

EXHIBIT

SWSD 2010 Capital Facilities Plan

RECOMMENDED ACTION

Make a motion to approve ordinance _____ to reduce School District Impact Fees.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE TO DECREASE THE IMPACT FEES FOR SCHOOLS AS REQUESTED BY THE SEDRO-WOOLLEY SCHOOL DISTRICT

Whereas, the City of Sedro-Woolley collects impact fees from developers for the benefit of the Sedro-Woolley School District (SWSD), and

Whereas, the SWSD bases its impact fees on its six year Capital Facilities Plan which was just updated and adopted by the SWSD Board of Directors on February 22, 2010, a copy of which is attached to this ordinance, and

Whereas, as a result of changes to the SWSD Capital Facilities Plan, impact fees needed by the schools to pay for the growth planned in the six year plan have been substantially reduced; and

Whereas, the City Council desires to reduce the impact fees charged for schools as requested by the SWSD, now therefore,

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

Section 1. Section 15.64.130 SWMC, is amended to read as follows:

15.64.130 School impact fees and administrative fees.

A. The school impact fees set forth in Appendix A, attached to this chapter, are generated from the formula for calculating impact fees set forth in District No. 101 capital facilities plan. Except as otherwise provided in Section 15.64.050, 15.64.060 or 15.64.150, all development activity in the city will be charged the school impact fee in Appendix A.

B. The city's cost of administering the impact fee program shall be thirty-five dollars per dwelling unit and shall be paid by the applicant to the city as part of the development application fee

Section 2. Appendix A to Chapter 15.64 SWMC, is amended to read as follows:

A. Single Family Units: Two thousand six hundred forty nine dollars (\$2,649.00) per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park.

B. Multifamily Units: One thousand three hundred ninety eight dollars (\$1,398.00) per residential unit in a multifamily structure. Note: detached, single housing units shall be

considered single-family residential units, without regard to the form of ownership, including condominium ownership.

Section 3. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2010, and signed in authentication of its passage this ____ day of _____, 2010.

Mike Anderson, Mayor

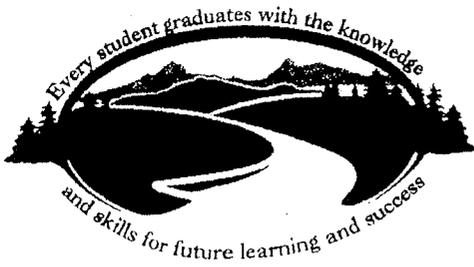
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:



Sedro-Woolley School District No. 101

801 Trail Road, Sedro-Woolley, WA 98284 • (360) 855-3500 • FAX (360) 855-3574

February 25, 2010

Jack Moore, Planning Director/Bldg Official
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Dear Mr. Moore:

Enclosed please find the 2010 Six-Year Capital Facilities Plan of the Sedro-Woolley School District No. 101. The Board of Directors adopted the 2010 Capital Facilities Plan on February 22, 2010. The District requests that the City of Sedro-Woolley (1) update the Capital Facilities element of the City's Comprehensive Plan to reflect the District's 2010 Capital Facilities Plan; and (2) accordingly update the school impact fee ordinance to reflect the District's updated school impact fees.

Please let me know if you have any questions.

Sincerely,

Stewart Mhyre
Executive Director, Business and Operations

Enclosure

**Sedro-Woolley
School District #101**

**Capital Facilities Plan
2010**

**Sedro-Woolley School District
801 Trail Road
Sedro-Woolley, WA 98284
(360) 855-3500**

**Adopted February 22, 2010
By the Board of Directors**

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- APPENDIX A – OSPI Enrollment Data**
- APPENDIX B – Student Generation Rates**
- APPENDIX C – Impact Fee Calculations**

I. INTRODUCTION

The purpose of this Capital Facilities Plan is to provide a verifiable estimate of the present and future construction and capital facilities needs for the Sedro-Woolley School District No. 101 ("District"), and the basis for requesting the imposition of school impact fees by Skagit County, the City of Sedro-Woolley, the City of Mount Vernon, and the towns of Lyman and Hamilton. This Capital Facilities Plan contains all elements required under Washington's Growth Management Act (the "GMA").

Documenting the statutory and District requirements are essential for the planning of capital facility improvements, expansions, and new construction. Such criteria can provide information needed in making major decisions. The information can be used to accomplish the following:

1. Demonstrate the need for capital facilities and the costs required to administer, plan, and construct them in the most cost effective manner;
2. Identify the annual budget necessary for District operations;
3. Identify available sources of revenue; and
4. Demonstrate the District's financial position in order to obtain better ratings on bond issues.

State law requires school districts to document their long-range construction and modernization needs within strict guidelines for State assistance in funding capital improvements. Moreover, the GMA requires counties of a certain size and the cities in these counties to prepare comprehensive plans. Such jurisdictions are required to develop a capital facilities plan as a component of these comprehensive plans. While the GMA does not specifically require school districts to adopt capital facilities plans, a district must prepare a capital facilities plan that is adopted as part of a city's or county's comprehensive plan in order to receive school impact fees under the GMA. This Capital Facilities Plan will be used to coordinate the District's long-range facility needs with the comprehensive planning process under the GMA for the City of Sedro-Woolley, the City of Mount Vernon, the Town of Lyman, the Town of Hamilton, and Skagit County.

It is expected that this Capital Facilities Plan will be amended on a regular basis to take into account changes in the capital needs of the District and changing enrollment projections. The fee schedules will also be adjusted accordingly.

The District's 2009 permanent capacity was 4,066, and the full-time equivalent October 1 enrollment for 2009 was 4,074. Enrollment projections indicate that there will be 4,188 FTE students enrolled in the District in the fall of 2014 (see Section IV.A).

II. STANDARD OF SERVICE

The District uses the following ratios of teachers-to-students to meet their education objectives for program planning:

Elementary (Preschool - grades 6th)	21
Middle School (grades 7th - 8th)	25
High School (grades 9th - 12th)	26

These ratios are used for determining educational program capacity in existing schools and for the planning of new school facilities.

At the elementary level, the educational program capacity can generally be determined by taking the number of elementary classrooms available District-wide and multiplying by the teacher-to-student ratio (21) for a total count of elementary student capacity.

At the middle school level, different variables are considered in order to calculate the practical capacity of the facility. These factors include the following: students move between classes four periods per day, teachers use their classes one period per day as teacher preparation time, and six core subjects are required each semester, including math, language arts, reading, science/health, social studies, and physical education.

The facility capacity for the high school takes into consideration that both teachers and students move between classes and that the course structure for the high school students has many variables. Required course work must be completed prior to graduation, but there is a great deal of flexibility as to when classes may be taken. The base requirements are as follows:

Credits	Subject
0	Cumulating Project
4	English
3	Mathematics
3	Social Studies
3	Science
1	Occupational Education
2	Physical Education
1	Health
1	Fine Arts
1	Communications
1	Digitools
<u>11</u>	<u>Electives</u>
31	Total

Space needs in all school buildings, particularly at the middle and high school levels, include libraries, gymnasiums, areas for special programs and classes, teacher planning space, and other core facilities.

III. INVENTORY OF EXISTING FACILITIES

The following chart summarizes the District's inventory of instructional facilities. The District currently has permanent capacity for 4,066 students.

Instructional Facilities

Facility	Square Footage	Location	Classrooms ¹	Student Capacity ²
Sedro-Woolley High School	187,612 sq. ft.	1235 Third Street Sedro-Woolley, WA 98284	52(1)	1,325
Cascade Middle School	81,253 sq. ft.	201 North Township Sedro-Woolley, WA 98284	28(2)	625
Central Elementary	44,100 sq. ft.	601 Talcott Sedro-Woolley, WA 98284	19(1)	399
Evergreen Elementary	58,110 sq. ft.	1111 McGarigile Road Sedro-Woolley, WA 98284	26(1)	546
Mary Purcell Elementary	40,450 sq. ft.	700 Bennett Sedro-Woolley, WA 98284	15(5)	315
Clear Lake Elementary	31,510 sq. ft.	2167 Lake Avenue Clear Lake, WA 98235	9(4)	189
Big Lake Elementary	20,780 sq. ft.	1676 Highway 9 Mount Vernon, WA 98273	8(2)	168
Samish Elementary	23,775 sq. ft.	2195 Highway 9 Sedro-Woolley, WA 98284	11	231
Lyman Elementary	19,219 sq. ft.	Lyman Avenue Lyman, WA 98263	8(1)	168
State Street High School	7,000 sq. ft.	800 State Street Sedro-Woolley, WA 98284	4(1)	100
TOTAL	513,809 sq. ft.			4,066

¹ Portable facilities indicated in parenthesis.

² Capacity calculations are based on District Standards as identified in Section II above and do not include temporary capacity provided by portable facilities. Furthermore, the student capacity figures incorporate space needs at each school.

Administrative Facilities

Sedro-Woolley School
Administrative Office

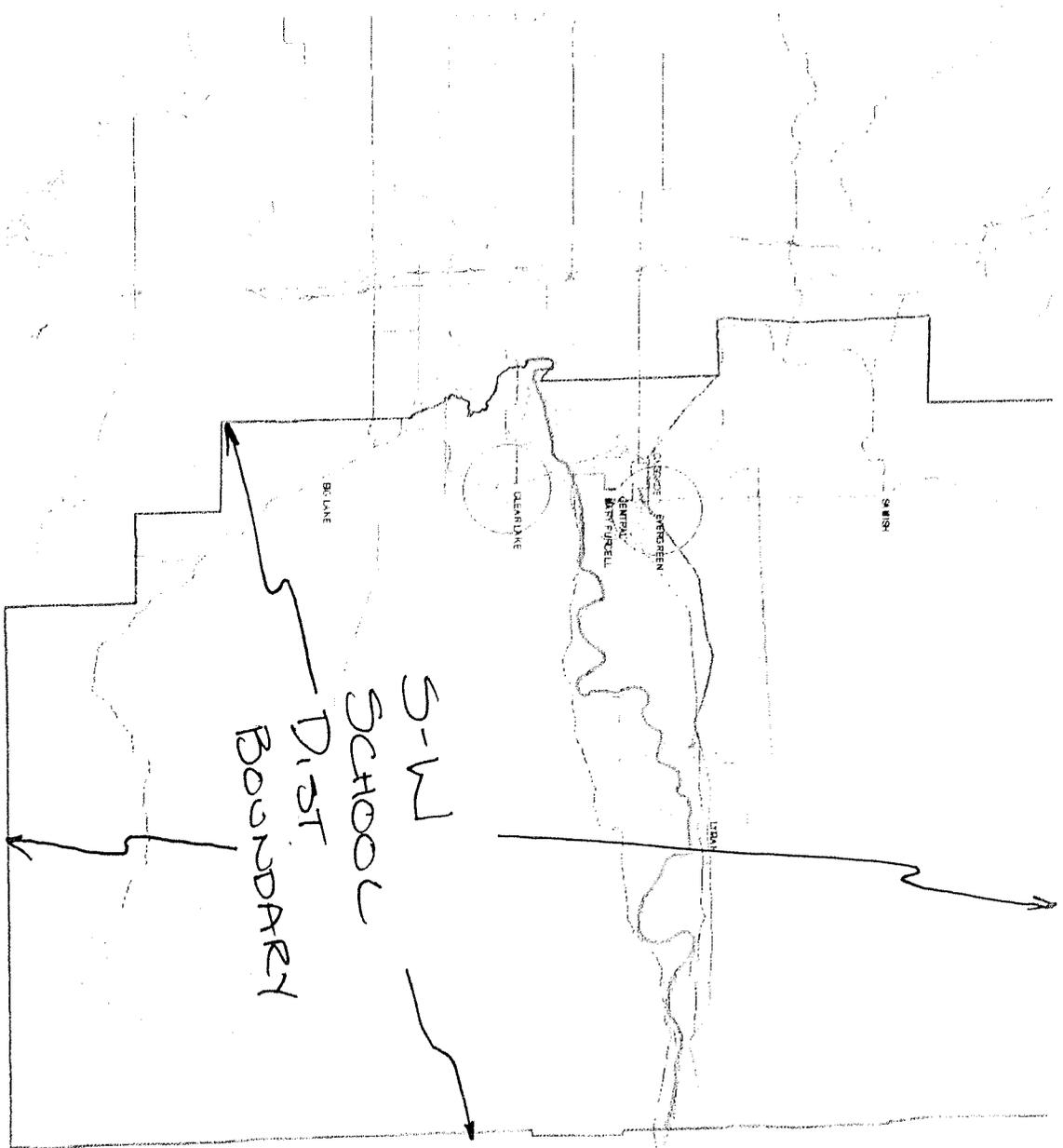
801 Trail Road
Sedro-Woolley, WA 98284

Sedro-Woolley School District
Office

2079 Cook Road
Sedro-Woolley, WA 98284

Support Services Building

317 Yellow Lane
Sedro-Woolley, WA 98284



S-W
SCHOOL
DIST
BOUNDARY

BE LANE

CLEARING

SHERBURN

SHERBURN

SHERBURN

SHERBURN

SHERBURN

IV. CAPITAL FACILITIES NEEDS

A. Enrollment Projections

The need for new school facilities is directly related to population and other demographic trends such as birth rate, housing, and employment trends. These demographic trends are an important tool in predicting the educational service needs of this community, and the location, size, and capacity of new school facilities.

Demographic information gathered by Skagit County in the GMA planning process indicates that population in the County is expected to increase in the future. There has been and will continue to be an increase in the total number of households county-wide. Development data from Skagit County, the City of Sedro-Woolley, the City of Mount Vernon, and the towns of Lyman and Hamilton indicates that there are currently numerous housing development projects either under construction, approved for building, or in the planning stages. Current developments in the Nookachamps and Skagit Highlands areas are impacting growth in the Big Lake area. Additional school facilities will be needed to serve this increase in population.

The District has examined the six-year enrollment projections based upon enrollment data from the Office of the Superintendent of Public Instruction (OSPI) and the District's own demographic study. See Appendix A for the OSPI projections and page 7 herein for the District projections. The OSPI projections (considered a lagging indicator) are based upon a modified "cohort survival method" which uses historical enrollment data from the 5 previous years to forecast the number of students who will be attending school the following year. Notably, the cohort survival method does not consider enrollment increases based upon new development. As such, the enrollment projections should be considered highly conservative. The District has also reviewed enrollment projections based upon a demographic study prepared for the District.³ The projections are based on factors including birth rates, population estimates, historical school enrollment figures, student migration, and planning/development information. The OSPI enrollment estimates are conservative in light of current development projects planned within the District. For example, the OSPI enrollment headcount enrollment projection for 2014 is 3,924 while the enrollment projections based upon the demographic study for that same year is 4,330. The District will continue to closely monitor actual enrollment and development within the District. Future updates to the Capital Facilities Plan will include updated enrollment data.

Summary - District FTE Enrollment Projections: 2009-2014

Year	2008 ⁴	2009	2010	2011	2012	2013	2014
District Demographic Projections	4,171	4,124	4,076	4,084	4,107	4,161	4,188

³ John Fotheringham and Keith Bigelow (October 2009).

⁴ Actual FTE enrollment (Source: OSPI, October 2008). See Appendix A.

**Sedro-Woolley School District
Enrollment Projections by Grade Level⁵**

	2008⁶	2009	2010	2011	2012	2013	2014
Kindergarten	281	276	279	284	290	285	285
Grade 1	265	279	284	287	292	301	294
Grade 2	306	286	287	292	295	303	310
Grade 3	328	310	297	298	304	309	314
Grade 4	330	324	315	302	303	311	314
Grade 5	301	338	329	320	306	310	315
Grade 6	319	290	341	332	323	311	313
K-6 Head count	2,130	2,103	2,132	2,115	2,113	2,130	2,144
Grade 7	308	327	295	347	338	331	317
Grade 8	316	311	333	301	354	347	337
Grades 7-8 Head count	624	638	628	648	692	678	654
Grade 9	334	326	322	345	311	369	359
Grade 10	347	332	330	325	349	317	373
Grade 11	340	313	306	304	300	324	292
Grade 12	348	356	315	308	306	304	326
Grades 9-12 Head count	1,369	1,327	1,272	1,282	1,266	1,314	1,350
K-12 Head count	4,311	4,262	4,215	4,226	4,252	4,303	4,330
K-12 FTE	4,171	4,124	4,076	4,084	4,107	4,161	4,188

Based upon this information, over the next six years, the District's enrollment is expected to increase very moderately at all grade levels.

⁵ Source: Fotheringham & Bigelow (October 2009)

⁶ Actual Headcount enrollment on October 1, 2008 (Source: OSPI). See Appendix A.

B. Forecast of Future Needs

The following is a summary of the District's capital facilities needs over the next six years. To adequately serve future student population, the District anticipates renovating and expanding the existing Cascade Middle School (increasing capacity by approximately 216 students) and adding new classrooms and core facilities at Big Lake Elementary School. (Note that, in previous plans, the District had anticipated expanding middle school capacity by replacing Cascade Middle School with a new and expanded middle school.) The Board will make final decisions regarding these capital projects over the next six years.

Name of Facility:	Cascade Middle School
Project Description:	Addition (as part of a larger modernization project)
Added Capacity	216
Year Needed (projected):	2013-14
Estimated Costs:	\$6,055,065 ⁷

Name of Facility:	Big Lake Elementary
Project Description:	Addition of four new classrooms
Added Capacity:	84
Year Needed (projected):	2013-14
Estimated Costs:	\$1,061,330

Name of Facility:	Big Lake Elementary
Project Description:	Cafeteria Expansion (core facility improvement necessary to serve new classroom addition)
Added Capacity:	84
Year Needed (projected):	2013-14
Estimated Costs:	\$288,000

⁷ New capacity costs only.

C. School Capacity Summary (includes new capacity projects planned for 2009-2014)

Based upon the District’s enrollment forecast, standard of service, current inventory and capacity, and future planned classroom spaces⁸, the District’s capacity summary over the six year planning horizon is as follows:

Elementary School Surplus/Deficiency

	2009	2010	2011	2012	2013	2014
Existing Capacity ⁹	2,016	2,016	2,016	2,016	2,016	2,100
Added Capacity					84	0
Enrollment ¹⁰	1,965	1,993	1,973	1,968	1,988	2,002
Surplus (Deficiency)	51	23	43	138	112	98

Middle School Surplus/Deficiency

	2009	2010	2011	2012	2013	2014
Existing Capacity	625	625	625	625	625	841
Added Capacity					216	
Enrollment	638	628	648	692	678	654
Surplus (Deficiency)	(13)	(3)	(23)	(67)	163	187

High School Surplus/Deficiency

	2009	2010	2011	2012	2013	2014
Existing Capacity	1,425	1,425	1,425	1,425	1,425	1,425
Added Capacity						
Enrollment	1,327	1,272	1,282	1,266	1,314	1,350
Surplus (Deficiency)	98	153	143	159	111	75

⁸ These projects have not been fully funded.

⁹ Does not include temporary (portable) capacity

¹⁰ Based upon FTE enrollment – see Section IV.

V. FINANCING PLAN

The funding sources for the District's capital facilities needs, as identified above, include:

1. General obligation bonds;
2. GMA impact fees and mitigation payments; and
3. State funding assistance on eligible projects.¹¹

The District has not yet determined a date to submit a bond issue to the voters for approval to help fund the capital facilities projects identified above. These projects will be funded by bond proceeds when approved or potentially with other non-voted funds.

The following chart identifies the funding sources for the capital improvements described in this Capital Facilities Plan and identifies system improvements that are reasonably related to new development. It also identifies projects included in the Capital Facilities Plan that will serve new growth.

¹¹ The District is not currently eligible for State Funding Assistance for unboxed students at the elementary school level but is eligible for State Funding Assistance at the middle school level.

Six-Year Financing Plan

New Construction/ Additions Increasing Capacity ¹²	Estimated Costs	State Funding Assistance	Bond Funds	Mitigation and/or Impact Fees ¹³	Other	Capacity to Serve New Growth	Estimated Timeline
Cascade Middle School Addition	\$6,055,065 ¹⁴	X	X	X		X	2014
Big Lake Elementary Classroom Addition	\$1,061,330		X	X		X	2014
Big Lake Elementary Cafeteria Expansion	\$288,000		X	X		X	2014
Portables	\$75,000 per classroom		X	X		X	2009-2014

¹² Includes only new capacity projects. The District also plans to modernize the existing Cascade Middle School during the six years of this planning period.

¹³ Impact fees may also be used on additional capital projects as permitted by law or may be used to reduce debt service on outstanding bonds.

¹⁴ New capacity costs only.

VI. IMPACT FEES

New developments built within the District will generate additional students, who will create the need for new school facilities. The District, with the help of a consultant, developed student generation rates for single family and multi-family dwelling units. These student generation rates were developed by a detailed survey of new housing. See Appendix B.

The impact fee formula takes into account the cost of the capital improvements identified in this Capital Facilities Plan that are necessary as a result of new growth. It calculates the fiscal impact of each single-family or multi-family development in the District based on the District's student generation rates. The formula also takes into account the taxes that will be paid by these developments and the funds that could be provided at the local and state levels for the capital improvements. See Appendix C.

School impact fees are authorized by the GMA, but must be adopted by the Skagit County Board of Commissioners for the District in order to apply to that portion of the District located in unincorporated Skagit County. The fees must be separately adopted by the Sedro-Woolley City Council, the Mount Vernon City Council, and the Lyman Town Council in order to apply to developments located with those jurisdictions.

2010 SCHOOL IMPACT FEE SCHEDULE

Impact Fee per Single Family Dwelling Unit:	\$2,649
Impact Fee per Multi-Family Dwelling Unit:	\$1,398

APPENDIX A
OSPI ENROLLMENT DATA

DETERMINATION OF PROJECTED ENROLLMENTS
 BY COHORT SURVIVAL KK LINEAR PROJECTION

SEDRO WOLLEY	DISTRICT NO. 101	SKAGIT	COUNTY NO. 29	PROJECTED ENROLLMENTS											
				2003	2004	2005	2006	2007	2008	AVER. % SURVIVAL	2009	2010	2011	2012	2013
KINDERGARTEN	283	307	298	279	261	281	268	263	259	254	249	244			
GRADE 1	320	307	342	306	315	265	302	288	282	278	273	267			
GRADE 2	292	316	292	321	327	306	261	297	283	277	273	268			
GRADE 3	303	292	312	310	335	328	312	266	303	288	282	278			
GRADE 4	336	297	298	317	316	330	329	313	267	304	289	283			
GRADE 5	308	323	296	300	324	301	326	325	309	263	300	285			
GRADE 6	353	309	313	304	324	318	305	331	330	313	267	304			
K-5 HEADCOUNT	2,195	2,151	2,151	2,137	2,202	2,130	2,103	2,083	2,033	1,977	1,933	1,929			
K-5 W/K @ 1/2	2,054	1,998	2,002	1,998	2,072	1,980	1,969	1,952	1,904	1,850	1,809	1,807			
GRADE 7	373	350	326	320	330	308	326	311	338	337	320	273			
GRADE 8	340	381	351	328	336	316	310	328	313	341	340	322			
7-8 HEADCOUNT	713	731	677	648	666	624	636	639	651	678	660	595			
GRADE 9	483	397	435	362	336	334	339	332	352	335	365	364			
GRADE 10	418	422	432	386	373	347	328	333	326	346	329	359			
GRADE 11	335	415	366	374	391	352	325	307	312	305	324	308			
GRADE 12	342	329	312	492	476	524	401	370	349	355	347	369			
9-12 HEADCOUNT	1,578	1,563	1,545	1,614	1,576	1,557	1,393	1,342	1,338	1,341	1,365	1,400			
K-12 HEADCOUNT	4,486	4,445	4,373	4,399	4,444	4,311	4,132	4,064	4,023	3,996	3,958	3,924			

APPENDIX B
STUDENT GENERATION RATES

Michael J. McCormick FAICP

Planning Consulting Services • Growth Management • Intergovernmental Relations

October 9, 2009

Memorandum

To: Stewart Mhyre
Sedro-Woolley School District

From: Mike McCormick

Re: Sedro-Woolley School District 2009 Student Generation Rates (SGR)

This memorandum contains the 2009 Student Generation Rates (SGR) for both single family and multiple family residential development. The rates were developed on a comprehensive basis using data from Skagit County and the Sedro-Woolley School District.

The methodology used to calculate SGR's uses Skagit County Assessor's data for development activity and school district address data for student addresses. The student generation rates have been calculated for single family and multiple family residential development.¹ The survey area includes all of the territory within the boundaries of the Sedro-Woolley School District. The analysis is based on projects constructed for calendar year 2002 through calendar year 2006. The process used here is very similar to that used in previous analysis done for school districts in Skagit County as well as a number of districts throughout Washington state.

The process of analysis involved comparing the addresses of all students with the addresses of each residential development. Those which matched were aggregated to show the number of students in each of the grade groupings for each type of residential development. A total of 852 single family residential units were counted between 2004 and 2008 within the school district boundary. There

¹ Single family, detached stick-build units and manufactured homes are included in the single family category. Units in buildings with two or more units are counted as multiple family units. This is consistent with how Skagit County differentiates between single family and multiple family.

2420 Columbia SW
Olympia, WA 98501
360-754-2916
mike.mccormick@comcast.net

are a total of 367 students from these units. A total of 145 multiple family units were counted. There are a 27 students associated with these units.

A summary of the results are presented in the following table.

	Single Family	Multiple Family
Elementary K-6	0.245	0.131
Middle 7-8	0.073	0.034
High 9-12	0.113	0.021
Total ²	0.431	0.186

The SGR were calculated on a 100% sample of all single and multi-family constructed between 2004 and 2008.

Attachments: Table--Sedro-Woolley School District 2009 Student Generation Rates

²Totals may not balance due to rounding.

2009 Sedro-Woolley School District Student Generation Rates

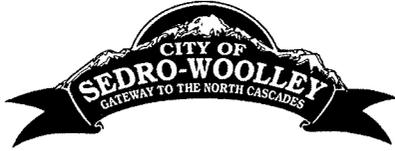
SINGLE FAMILY	# of students	2009 SGR
Elementary -- K through 6	209	0.245
Middle School -- 7 through 8	62	0.073
High School -- 9 through 12	96	0.113
Total	367	0.431

MULTIPLE FAMILY	# of students	SGR
Elementary -- K through 6	19	0.131
Middle School -- 7 through 8	5	0.034
High School -- 9 through 12	3	0.021
Total	27	0.186

Grade	SF Combined #	MF Combined #
K	28	2
1	22	3
2	49	1
3	29	6
4	24	3
5	30	3
6	27	1
7	33	3
8	29	2
9	29	2
10	23	
11	25	1
12	19	
Total	367	27
Total Units	852	145

APPENDIX C
SCHOOL IMPACT FEE CALCULATIONS

SCHOOL IMPACT FEE CALCULATIONS							
DISTRICT	Sedro-Wadley School District						
YEAR	2009						
School Site Acquisition Cost:							
	Facility	Cost/	Facility	Student	Student		
	Acreage	Acre	Capacity	SFR	MFR	Cost/	Cost/
						SFR	MFR
Elementary	0.00	\$	500	0.245	0.131	\$0	\$0
Middle	0.00	\$	700	0.073	0.034	\$0	\$0
High	0.00	\$	1,325	0.113	0.021	\$0	\$0
						\$0	\$0
School Construction Cost:							
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(permanent/Total Sq Ft)							
	%Perm/	Facility	Facility	Student	Student		
	Total Sq Ft.	Cost	Capacity	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	97.53%	\$ 1,061,330	82	0.245	0.131	\$3,093	\$1,654
Middle	97.53%	\$ 6,055,065	216	0.073	0.034	\$1,996	\$930
High	97.53%	\$	625	0.113	0.021	\$0	\$0
						\$5,089	\$2,583
Temporary Facility Cost:							
((Facility Cost/Facility Capacity)xStudent Generation Factor)x(Temporary/Total Square Feet)							
	%Temp/	Facility	Facility	Student	Student		
	Total Sq Ft.	Cost	Size	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	2.47%	\$75,000.00	21.00	0.245	0.131	\$22	\$12
Middle	2.47%	\$0.00	25.00	0.073	0.034	\$0	\$0
High	2.47%	\$0.00	30.00	0.113	0.021	\$0	\$0
						\$22	\$12
State Matching Credit:							
Boeckh Index X SPI Square Footage X District Match % X Student Factor							
	Boeckh	SPI	District	Student	Student		
	Index	Footage	Match %	Factor	Factor	Cost/	Cost/
				SFR	MFR	SFR	MFR
Elementary	174.25	90.00	0.00%	0.245	0.131	\$0	\$0
Middle	174.25	117.00	57.91%	0.073	0.034	\$862	\$401
Sr. High	174.25	130.00	0.00%	0.113	0.021	\$0	\$0
						\$862	\$401
Tax Payment Credit:							
						SFR	MFR
Average Assessed Value						\$217,858	\$100,222
Capital Bond Interest Rate						4.33	4.33
Net Present Value of Average Dwelling						\$943,325	\$433,961
Years Amortized						10.00	10.00
Property Tax Levy Rate						0.76	0.76
Present Value of Revenue Stream						\$717	\$330
Fee Summary:							
				Single	Multi-		
				Family	Family		
Site Acquisition Costs				\$0	\$0		
Permanent Facility Cost				\$5,089	\$2,583		
Temporary Facility Cost				\$22	\$12		
State Match Credit				(\$862)	(\$401)		
Tax Payment Credit				(\$717)	(\$330)		
FEE (AS CALCULATED)				\$3,532	\$1,864		
FEE (DISCOUNT - 25%)				\$2,649	\$1,398		



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 24 2010

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

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 and Planning Commission

From: Jack Moore 
Planning Director/ Building Official

Date: March 24, 2010

Subject: **Revised** Proposed Comprehensive Plan Amendments – 2010 Docket

ISSUE

Introduction of the proposed amendments to the Comprehensive Plan for 2010. No action or public hearings are scheduled for today's presentation.

PROJECT DESCRIPTION/ HISTORY

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff of elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time; this list of proposed amendments is termed the "Docket." All items on the 2010 Docket are City sponsored; no requests from the public at-large have been received.

The 2010 Docket includes three items:

- 1) Review and, if necessary, update the Parks and Recreation Element of the Sedro-Woolley Comprehensive Plan. The Economic Development Element was last updated in 2005. The entire Comprehensive Plan must be fully updated by 2012. The City is allowed to review individual elements prior to the 2012 deadline. The Planning Department would like to review this element in 2010, to incorporate any changes that may result from the Planning Commission and City Council reviewing funding, creation and minimum criteria of city-owned or private parks.
- 2) Update the Schools section of the Capital Facilities Element to include the Sedro-Woolley School District's most recent version of their Capital Facilities Plan.
- 3) **Consider zoning designation change for properties east of Fruitdale Road.**

RECOMMENDED ACTION

This is an informational presentation and no discussion or action is necessary at this time.

COMMITTEE

REPORTS

AND

REPORTS

FROM

OFFICERS