

Next Ord: 1701-11
Next Res: 840-11

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

March 23, 2011

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 #71634 to # 71735 in the amount of \$163,887.66.
 - Payroll Checks #49983 to #50089 in the amount of \$184,217.93.
 - c. Interlocal Agreement with City of Burlington for Work Offender Program
 - d. Interlocal Joint Purchasing Agreement with City of Mount Vernon
 - e. Acceptance of Department of Ecology Grant for Shoreline Master Plan Update- Authorizing Mayor to sign SMA Grant Agreement No. G1100233
 - f. State Participating Agreement - SR20 MP 65.50 TO 66.08 Lane Widening
 - g. Final Acceptance - Fire Station 2
4. Public Comment (Limited to 3-5 minutes)

UNFINISHED BUSINESS

5. Community Center Cleaning Ordinance (*2nd reading*)
6. Senior Center Rental Ordinance (*2nd reading*)
7. Ambulance Authority Ordinance (*2nd reading*)
8. Authorization to Proceed with Design and Bidding for the Metcalf Street, Warner to Northern and State Street, Walley to Murdock Overlay Project using PWTF Loan 038 Funds (*action requested*)
9. Amendment 2 - Professional Services Agreement No. 2010-PS-06 for Design Phase Services for the SR20, Metcalf to Township Lane Widening & Pedestrian/Bicycle Improvements Project - Reichhardt & Ebe Engineering, Inc. (*action requested*)

NEW BUSINESS

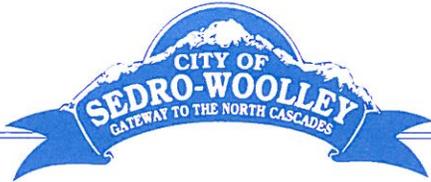
10. Skagit Tourism Bureau, Terica Taylor, Coordinator - Tourism Promotion Area (TPA)
11. 2010 Comprehensive Plan Docket (*1st reading*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

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

MAR 23 2011

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



DATE: March 23, 2011
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 23, 2011 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 Keith Wagoner
___ 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 23 2011

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
March 9, 2011 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Engineer Freiberger, Planner Moore, 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 #71549 to #71633 in the amount of \$116,208.65
 - Payroll Checks #49879 to #49982 in the amount of \$248,320.63
- Professional Services Agreement No. 2011-PS-11 and 12 for Materials Testing and Special Inspections On-Call Professional Services
- Possible Bid Award – Public Works Agreement Nos. 2011-PW-15 and 16 Miscellaneous On-Call Maintenance Services
- Task Order Approval – Public Works Agreement Nos. 2011-PW-04 On-Call Construction Services
- Proclamation – “Lions Day” – March 18, 2011

Councilmember Storrs moved to approve the consent calendar as presented. Seconded by Councilmember Splane . Mayor Anderson pointed out there is a proclamation for “Lions Day” included on the consent calendar. Motion carried (7-0).

Special Presentation – Skagit Valley Tulip Poster – Cindy Verge

Nancy Jankelson with Skagit Valley Tulip Festival thanked the Council for the continued support to the festival and presented Council with the 2011 Festival poster.

Public Comment

No comment received.

NEW BUSINESS

Community Center Cleaning Ordinance

City Supervisor/Attorney Berg reviewed the proposed ordinance to create a mandatory minimum cleaning fee as well as reducing the amount of the damage deposit. Berg addressed problems with cleaning between back to back events. The ordinance does give the authority to the Mayor to waive the cleaning fee for community events with a solid track record of proper cleaning following their events.

No action is requested as this is a first read only.

Senior Center Rental Ordinance

City Supervisor/Attorney Berg reviewed the proposed ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building. He noted there is a history of use of the Senior Center but no mechanism within City code for rental. Berg reviewed concerns with auditability and fairness in equity for the use of the building. The ordinance would address the inequities. It would allow the center to be rented for limited purposes as listed in the ordinance. He also noted the fee structure is set to be comparable to the community center rental. The ordinance also specifies the revenue generated from the rentals would be placed in the City's Facility Maintenance Fund.

Council discussion ensued to include input from Senior Center staff, avenue for complaints and formalizing a process for use.

The ordinance is a first read with no action until the next meeting.

Ordinance – 2011 Budget Amendment #1

Finance Director Nelson reviewed the proposed budget amendment for 2011. The budget amendment adjusts the 2011 beginning cash to the actual resulting in an increase/decrease to ending cash. Nelson also noted that current city staff will be utilized for project management and comp plan updates, rather than utilizing consultants and reviewed various other changes such as granting funds for the Food Bank street project, seasonal staffing for mowing, police car replacement and various grants received.

Councilmember Galbraith moved to adopt Ordinance No. 1700-11 An Ordinance Amending Ordinance No. 1688-10 entitled, "An Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2011.". Councilmember Storrs seconded. Motion carried (7-0).

Ordinance – Ambulance Authority

City Supervisor/Attorney Berg noted the information for the proposed ordinance was put into Council packets on Friday, at that time it was believed there to be a time issue with the EMS request to move forward. Since then it has been determined it is not as urgent and therefore we will follow the two reading rule. Berg noted that there will also be a couple of changes from the first draft to the second draft. He reviewed the history of the request noting the topic was first considered by the Council Public Safety Committee in 2004.

Berg reviewed the structure for Basic Life Support (BLS) system within the County noting that the Cities of Anacortes, Mount Vernon and Burlington already have this ordinance. The EMS Commission is interested in having the Fire Departments run part of the BLS transports. He did note that, at this time, the Sedro-Woolley Fire Department is not interested in running the Advanced Life or Intermediate Life Support. The ordinance is the same form ordinance as with the other Cities. Berg reviewed the history of a previously contentious political climate within emergency services which prevented Sedro-Woolley to get involved in 2004 and reviewed proposed changes to the ordinance to include licensing fee for private operators and a provision to allow the Fire Chief to delegate the licensing to another entity. Berg reviewed the purpose of licensing.

Fire Chief Klinger noted one aspect of the ordinance would be being able to regulate with radios which would provide better communication within the system.

Council discussion took place questioning being in the ambulance business in the future, collection of fees and billing for transport.

Councilmember Splane expressed concern of additional taxes or fees.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported on a plaque that was sent around for Council review which was a fictitious MySpace/Facebook character used by one of the detectives which resulted in the arrest of a suspect and location of a missing person as well as other miscellaneous crimes.

Fire Chief Klinger – announced the rescheduled dated of April 6th for the Fire State 2 Open House.

Planner Moore – reported he is on the Board of Directors for Chamber of Commerce and the Chamber was inquiring about the possibility of providing some RV parking in the downtown area for day parking only. Moore suggested the use of some existing parking spaces which are currently unutilized. He also reported on the project for placement of way finding signs.

Discussion ensued to include Riverfront park publications and signage for directing traffic to Riverfront RV park.

Engineer Freiburger – reported the CIPP project plans and specs have been completed and the project will go out for bid on Monday with a March 31st close date. The manhole rehabilitation and pipe bursting project will be in April. He also reported on the SR20 Widening project and reported on an upcoming Solid Waste program which will offer some free drop offs on Monday's for certain items in an effort to help clean up the City. Freiburger also reported on the County Parks and Rotary project at the Cascade Trail.

City Supervisor/Attorney Berg – discussed a recently approved ordinance for Comcast to operate a franchise for the next five years. He noted the review of the agreement included himself as well as outside counsel which compared the old agreement to the new agreement. Old franchise agreement had provisions of a franchise fee with a zero dollar value however, the new agreement has a fee. It was inadvertently left out of the staff memo to Council.

Finance Director Nelson – reported on properties within the Brickyard Creek Sub Flood who in the past received a credit on their stormwater billing for an amount paid to the County in their property taxes. The County has discontinued its assessment of the tax and properties within zone are now being billed the full stormwater fee by the City. Councilmember Sandström – encouraged Council participation in the Envision Skagit 2060 program. He also noted that the Town of Concrete, received through the Association of Washington Cities an award for excellence in Economic Development. Sandström noted we should not be passed up by our neighbors and would like to see the City have a comprehensive direction for economic development. He also inquired about the tourism bureau.

City Supervisor/Attorney Berg noted it is on the agenda for next meeting.

Councilmember Lemley – reported on the upcoming Woodfest event in conjunction with the Tulip Festival. He noted they are still looking for vendors.

Councilmember Wagoner – questioned the current PUD project on Metcalf Street.

The meeting adjourned to executive session at 7:57 P.M. for the purpose of potential litigation for approximately 30 minutes with no decision anticipated.

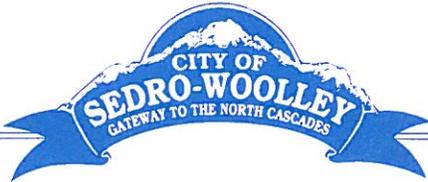
The meeting reconvened at 8:22 P.M.

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

The meeting adjourned at 8:22 P.M.

MAR 23 2011

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



DATE: March 23, 2011
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 23, 2011.

Motion to approve Claim Checks #71634 to #71735 in the amount of \$163,887.66.

Motion to approve Payroll Checks #49983 to #50089 in the amount of \$184,217.93.

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
71634	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP SWR	1,680.00
		MISC-FILING FEES/LIEN EXP SAN	1,550.00
		OPERATING SUPPLIES SWTR	62.00
		WARRANT TOTAL	3,292.00
71635	ALPINE FIRE & SAFETY	REPAIR/MT-SENIOR CENTER PK	163.38
		SAFETY EQUIPMENT CEM	27.16
		WARRANT TOTAL	190.54
71636	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY CEM	10.17
		MISC-LAUNDRY ST	15.87
		LAUNDRY SWR	22.30
		WARRANT TOTAL	48.34
71637	ASSOCIATION OF WA CITIES	RETIRED MEDICAL PD	8,768.55
		WARRANT TOTAL	8,768.55
71638	ASSOC PETROLEUM PRODUCTS	AUTO FUEL PD	55.43
		AUTO FUEL PD	28.46
		AUTO FUEL PD	1,395.12
		AUTO FUEL/DIESEL FD	588.27
		AUTO FUEL/DIESEL PK	198.24
		OPERATING SUPPLIES-PROPANE ST	23.79
		AUTO FUEL/DIESEL ST	164.64
		AUTO FUEL/DIESEL ST	500.44
		AUTO FUEL/DIESEL ST	705.98
		AUTO FUEL/DIESEL ST	870.67
		AUTO FUEL/DIESEL SWR	163.70
		AUTO FUEL/DIESEL SWR	253.28
		AUTO FUEL/DIESEL SWR	138.57
		AUTO FUEL/DIESEL SAN	1,535.90
		AUTO FUEL/DIESEL SAN	1,379.60
		AUTO FUEL/DIESEL SAN	147.93
		AUTO FUEL/DIESEL SWTR	249.64
		OPERATING SUPPLIES ERR	62.76
WARRANT TOTAL	8,462.42		
71639	AT & T	TELEPHONE JUD	.62
		TELEPHONE EXE	2.41
		TELEPHONE FIN	12.38
		TELEPHONE LGL	4.95
		TELEPHONE IT	3.72
		TELEPHONE PLN	3.72
		TELEPHONE ENG	16.09
		TELEPHONE PD	60.62
		TELEPHONE FD	7.43
		TELEPHONE INSP	2.48
		TELEPHONE LIB	2.48
		TELEPHONE SWR	6.19
		TELEPHONE SAN	.62
		WARRANT TOTAL	123.71

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71640	BANK OF AMERICA	TRAVEL	PD	138.08
		WARRANT TOTAL		138.08
71641	BANK OF AMERICA	EMPLOYEE WELLNESS	EXE	85.03
		WARRANT TOTAL		85.03
71642	BARNETT IMPLEMENT CO. INC	FLEET OPERATIONS & MAINT	CEM	181.81
		WARRANT TOTAL		181.81
71643	BANK OF AMERICA	SUPPLIES	LIB	63.06
		EARLY LITERACY	LIB	48.45
		COMMUNITY GRANT PROGRAMS	LIB	671.25
		WARRANT TOTAL		782.76
71644	BANK OF AMERICA	SUPPLIES & BOOKS	FD	831.60
		TRAVEL/MEALS	FD	50.08
		WARRANT TOTAL		881.68
71645	BANK OF AMERICA	OFFICE/OPERATING SUPPLIES	IT	104.90
		OFFICE/OPERATING SUPPLIES	IT	37.99
		SOFTWARE MAINT & SUPPORT	IT	252.38
		NETWORK HARDWARE	IT	177.94
		WARRANT TOTAL		573.21
71646	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	162.70
		WARRANT TOTAL		162.70
71647	BIRCH EQUIPMENT CO INC	OPERATING SUPPLIES-PROPANE	ST	797.85
		WARRANT TOTAL		797.85
71648	BIO-ENVIRONMENTAL SOLUTIONS	MAINTENANCE OF LINES	SWR	1,244.30
		WARRANT TOTAL		1,244.30
71649	BOULDER PARK, INC	SOLIDS HANDLING	SWR	7,008.42
		WARRANT TOTAL		7,008.42
71650	BOUWENS, JENNIFER A.	PROF SVC-PROSECUTING ATTY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
71651	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	73.13
		PUBLIC UTILITIES	FD	472.78
		UTILITIES-COMMUNITY CTR	PK	209.94
		UTILITIES-SENIOR CENTER	PK	433.70
		UTILITIES-HAMMER SQUARE	PK	91.70
		UTILITIES - SHOP	PK	296.76
		UTILITIES - SHOP	PK	65.32
		PUBLIC UTILITIES-CITY HALL	PK	3,460.68
		PUBLIC UTILITIES	ST	126.87
		PUBLIC UTILITIES	ST	127.17
		PUBLIC UTILITIES	LIB	303.74
		PUBLIC UTILITIES	SWR	415.81
		PUBLIC UTILITIES	SAN	465.93

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	6,543.53
71652	CITIES INSURANCE ASSOC.	PROFESSIONAL SERVICES	PD 196.00
		INSURANCE	PD 250.00
		INSURANCE	PD 1,198.37-
		INSURANCE	PD 668.02-
		INSURANCE	PD 525.10-
		INSURANCE	PD 758.19
		INSURANCE	FD 1,112.64
		INSURANCE	FD 1,026.14-
		INSURANCE	FD 916.51-
		INSURANCE	FD 2,300.06
		INSURANCE	PK 5.33
		INSURANCE	ST 273.58-
		WARRANT TOTAL	14.50
71653	CODE PUBLISHING INC.	LEGAL PUBLICATIONS	LGS 1,550.19
		WARRANT TOTAL	1,550.19
71654	COLEMAN, JOHN	TRAVEL	PLN 27.30
		WARRANT TOTAL	27.30
71655	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN 158.35
		SUPPLIES	FIN 64.36
		SUPPLIES	FIN 116.73
		SUPPLIES	FIN 92.46
		SUPPLIES	FIN 3.98
		SUPPLIES	FIN 116.73
		SUPPLIES/BOOKS	PLN 5.40
		SUPPLIES/BOOKS	PLN 15.68
		SUPPLIES/BOOKS	PLN 371.46-
		SUPPLIES/BOOKS	PLN 6.15
		SUPPLIES/BOOKS	PLN 4.17
		SUPPLIES/BOOKS	PLN 30.88
		SUPPLIES/BOOKS	PLN 41.81
		SUPPLIES/BOOKS	PLN 8.22
		SUPPLIES	ENG 5.42
		SUPPLIES	ENG 371.46-
		SUPPLIES	ENG 10.13
		SUPPLIES	ENG 25.95
		SUPPLIES	ENG 4.18
		SUPPLIES	ENG 69.83
		SUPPLIES	ENG 67.80
		SUPPLIES	ENG 8.21
		OFFICE/OPERATING SUPPLIES	PD 70.32
		OFF/OPER SUPPS & BOOKS	INSP 5.40
		OFF/OPER SUPPS & BOOKS	INSP 371.46-
		OFF/OPER SUPPS & BOOKS	INSP 6.14
		OFF/OPER SUPPS & BOOKS	INSP 4.18
		OFF/OPER SUPPS & BOOKS	INSP 11.39
		OFF/OPER SUPPS & BOOKS	INSP 41.82
		OFF/OPER SUPPS & BOOKS	INSP 33.52

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFF/OPER SUPPS & BOOKS	INSP	8.22
		OPERATING SUPPLIES	ST	18.38
		OPERATING SUPPLIES	ST	32.45
		ENG-SR20 WIDE METCALF-TOWN ART		38.94
		WARRANT TOTAL		12.82
71656	COMCAST	INTERNET SERVICES	IT	110.17
		WARRANT TOTAL		110.17
71657	HSBC BUSINESS SOLUTIONS	OFFICE/OPERATING SUPPLIES	PD	57.62
		OPERATING SUPPLIES	FD	78.96
		OPERATING SUPPLIES	FD	213.72
		OPERATING SUP - PARKS SHOP	PK	41.10
		OPERATING SUPPLIES	ST	41.10
		OPERATING SUPPLIES	SWR	82.20
		OPERATING SUPPLIES	SAN	82.20
		WARRANT TOTAL		596.90
71658	CRYSTAL SPRINGS	OPERATING SUPPLIES	FD	26.06
		OPERATING SUPPLIES	ST	8.06
		OPERATING SUPPLIES	SWR	51.65
		WARRANT TOTAL		85.77
71659	DATA BASE RECORDS DESTRUCTION LLC	PROFESSIONAL SERVICES	JUD	19.11
		SUPPLIES	FIN	19.11
		SUPPLIES/BOOKS	PLN	6.37
		SUPPLIES	ENG	6.37
		OFFICE/OPERATING SUPPLIES	PD	43.95
		OFF/OPER SUPPS & BOOKS	INSP	6.37
		WARRANT TOTAL		101.28
71660	DAY WIRELESS SYSTEMS INC	REPAIR/MAINTENANCE	PD	9.25
		WARRANT TOTAL		9.25
71661	E. & E LUMBER	MACHINERY & EQUIPMENT	PD	12.97
		OPERATING SUP - PARKS SHOP	PK	25.29
		REPAIRS/MT-RIVERFRONT	PK	108.43
		REPAIRS/MT-RIVERFRONT	PK	6.38
		REPAIRS/MT-RIVERFRONT	PK	47.61
		REPAIR/MAINT-LIBRARY	PK	14.39
		REPAIR/MAINT-LIBRARY	PK	14.60
		REPAIR/MAINT-LIBRARY	PK	11.31
		REPAIR/MAINT-MUSEUM	PK	5.03
		BUILDINGS & STRUCTURES	ST	83.10
		OPERATING SUPPLIES	SWR	4.31
		REPAIRS/MAINT-BUILDING	SAN	73.55
		REPAIRS/MAINT-BUILDING	SAN	27.56
		REPAIRS/MAINT-BUILDING	SAN	35.53
		REPAIRS/MAINT-BUILDING	SAN	4.64
		OPERATING SUPPLIES	SAN	5.19
		OPERATING SUPPLIES	SAN	207.72
		SMALL TOOLS & MINOR EQUIP	SAN	54.78

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		SMALL TOOLS & MINOR EQUIP	SAN	16.86
		WARRANT TOTAL		759.25
71662	ECONOMY FENCE CENTER	REPAIRS/MAINT-EQUIP	PD	62.76
		WARRANT TOTAL		62.76
71663	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	FIN	24.43
		SUPPLIES/BOOKS	PLN	1.04
		SUPPLIES/BOOKS	PLN	6.93
		SUPPLIES	ENG	1.05
		SUPPLIES	ENG	13.17
		OFFICE/OPERATING SUPPLIES	PD	7.56
		OFF/OPER SUPPS & BOOKS	INSP	1.04
		OFF/OPER SUPPS & BOOKS	INSP	6.93
		WARRANT TOTAL		62.15
71664	FASTENAL COMPANY	REPAIR-SAFETY EQUIPMENT	ST	40.80
		WARRANT TOTAL		40.80
71665	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	35.20
		WARRANT TOTAL		35.20
71666	FRONTIER	TELEPHONE	JUD	74.94
		TELEPHONE	EXE	112.41
		TELEPHONE	FIN	112.41
		TELEPHONE	LGL	49.96
		TELEPHONE	IT	37.47
		TELEPHONE	PLN	37.47
		TELEPHONE	ENG	87.43
		TELEPHONE	PD	374.50
		TELEPHONE	PD	57.94
		TELEPHONE	FD	137.39
		TELEPHONE	INSP	37.47
		TELEPHONE	PK	24.98
		PUBLIC UTILITIES-CITY HALL	PK	115.86
		TELEPHONE	ST	12.49
		TELEPHONE	LIB	62.45
		TELEPHONE	SWR	99.92
		TELEPHONE	SWR	256.56
		TELEPHONE	SAN	49.96
		WARRANT TOTAL		1,741.61
71667	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	100.89
		MAINT OF GENERAL EQUIP	SWR	46.74
		WARRANT TOTAL		147.63
71668	GUARDIAN NW TITLE & ESCROW	MISC-FILING FEES/LIEN EXP	SWR	127.00
		WARRANT TOTAL		127.00
71669	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	362.88
		OPERATING SUPPLIES	SWTR	174.76
		WARRANT TOTAL		537.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71670	HACH COMPANY	OPERATING SUPPLIES	SWR	185.16
		OPERATING SUPPLIES	SWR	77.67
		WARRANT TOTAL		262.83
71671	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	64.50
		UTILITIES-PORTABLE TOILETS	PK	62.35
		WARRANT TOTAL		66.65
71672	INFOGROUP INC.	COMMUNITY GRANT PROGRAMS	LIB	292.00
		WARRANT TOTAL		292.00
71673	ISLAND GREEN HEATING	OPERATING SUP - CITY HALL	PK	175.28
		WARRANT TOTAL		175.28
71674	KCDA PURCHASING COOPERATIVE	OFFICE/OPERATING SUPPLIES	PD	43.83
		OFFICE SUPPLIES	FD	43.84
		WARRANT TOTAL		87.67
71675	KESSELRING'S	MACHINERY & EQUIPMENT	PD	87.16
		WARRANT TOTAL		87.16
71676	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	116.00
		WARRANT TOTAL		116.00
71677	LAUNCHING SUCCESS LEARNING STORE	BOOKS, PERIOD, RECORDS	LIB	131.04
		WARRANT TOTAL		131.04
71678	LIBERTY MUTUAL	MISC-DUES	LGL	50.00
		WARRANT TOTAL		50.00
71679	LOGGERS AND CONTRACTORS	REPAIR/MAINTENANCE-EQUIP	ST	351.42
		WARRANT TOTAL		351.42
71680	MCCANN, WILLIAM R.	INDIGENT DEFEND CONTR	JUD	2,557.50
		WARRANT TOTAL		2,557.50
71681	MARTIN MARIETTA MATERIALS	MAINTENANCE OF LINES	SWR	176.15
		WARRANT TOTAL		176.15
71682	MID-AMERICAN RESEARCH CHEM.	MAINT OF GENERAL EQUIP	SWR	129.12
		WARRANT TOTAL		129.12
71683	MOORE, JACK R.	TRAVEL	PLN	36.53
		WARRANT TOTAL		36.53
71684	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	4,608.11
		WARRANT TOTAL		4,608.11
71685	MOUNT VERNON TOWING INC	REPAIR/MAINTENANCE-EQUIP	ST	438.21
		WARRANT TOTAL		438.21

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 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71686	MUTUAL MATERIALS CO.	OPERATING SUPPLIES	SAN	28.14
		WARRANT TOTAL		28.14
71687	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	30.83
		REPAIR & MAINT - AUTO	PD	28.00
		REPAIR & MAINT - AUTO	PD	33.82
		REPAIR/MAINTENANCE-EQUIP	ST	117.28
		WARRANT TOTAL		209.93
71688	NORTH COAST ELECTRIC CO.	MAINT OF GENERAL EQUIP	SWR	1,092.27
		WARRANT TOTAL		1,092.27
71689	NWAIA	MISC-TUITION/REGISTRATION INSP		90.00
		MISC-TUITION/REGISTRATION INSP		90.00
		WARRANT TOTAL		180.00
71690	N W REGIONAL COUNCIL	DUES/SUBSCRIPTIONS	PD	400.00
		WARRANT TOTAL		400.00
71691	OFFICE DEPOT	SUPPLIES	FIN	10.48
		OFFICE EQUIPMENT	ENG	132.87
		OPERATING SUP - PARKS SHOP	PK	51.44
		WARRANT TOTAL		194.79
71692	OLD-HOUSE MAGAZINE	BOOKS, PERIOD, RECORDS	LIB	59.00
		WARRANT TOTAL		59.00
71693	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	ST	118.48
		OPERATING SUPPLIES	SAN	135.23
		OPERATING SUPPLIES	SAN	107.10
		WARRANT TOTAL		360.81
71694	PACIFIC POWER BATTERIES	OPERATING SUPPLIES	FD	19.35
		WARRANT TOTAL		19.35
71695	PAT RIMMER TIRE CTR, INC	REPAIR/MAINTENANCE-EQUIP	ST	45.99
		REPAIRS/MAINT-EQUIP	SAN	37.60
		WARRANT TOTAL		83.59
71696	PARTSMASTER	REPAIR/MAINT-STREETS	ST	62.85
		WARRANT TOTAL		62.85
71697	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	20.63
		POSTAGE	LIB	5.54
		BOOKS, PERIOD, RECORDS	LIB	7.80
		WARRANT TOTAL		33.97
71698	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTAGE INSP	47.33
		WARRANT TOTAL	284.00
71699	PNCWA -- TREASURER	MISC-DUES/SUBSCRIPTIONS SWR	70.00
		WARRANT TOTAL	70.00
71700	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES PD	17.40
		UTILITIES-RIVERFRONT PK	149.06
		UTILITIES-COMMUNITY CTR PK	279.42
		UTILITIES-SENIOR CENTER PK	203.28
		UTILITIES-HAMMER SQUARE PK	101.53
		UTILITIES-BINGHAM & MEMORIAL P	41.13
		UTILITIES - OTHER PK	35.09
		PUBLIC UTILITIES-MUSEUM PK	37.72
		PUBLIC UTILITIES-CITY HALL PK	182.43
		PUBLIC UTILITIES CEM	98.94
		PUBLIC UTILITIES ST	35.09
		PUBLIC UTILITIES LIB	38.54
		CONSTRUCTION F-C	143.46
		PUBLIC UTILITIES SWR	179.98
		PUBLIC UTILITIES SAN	32.07
		WARRANT TOTAL	1,575.14
71701	PUGET SOUND ENERGY	PUBLIC UTILITIES ST	8,632.16
		WARRANT TOTAL	8,632.16
71702	PURCHASE POWER	POSTAGE JUD	324.70
		POSTAGE FIN	381.50
		POSTAGE LGL	1.61
		POSTAGE PLN	18.67
		POSTAGE ENG	104.83
		POSTAGE PD	94.62
		POSTAGE FD	4.01
		POSTAGE INSP	39.57
		POSTAGE PK	.85
		POSTAGE CEM	8.11
		POSTAGE SWR	143.99
		POSTAGE SAN	66.46
		OPERATING SUPPLIES SWTR	11.08
		WARRANT TOTAL	1,200.00
71703	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES PD	30.45
		OFFICE SUPPLIES FD	30.45
		WARRANT TOTAL	60.90
71704	SCIENTIFIC SUPPLY	OPERATING SUPPLIES SWR	278.69
		OPERATING SUPPLIES SWR	65.01
		OPERATING SUPPLIES SWR	200.37
		OPERATING SUPPLIES SWR	96.44
		OPERATING SUPPLIES SWR	222.46
		WARRANT TOTAL	862.97

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71705	SEDRO-WOOLLEY AUTO PARTS	REPAIR/MAINTENANCE-EQUIP	ST	9.02
		REPAIR-SAFETY EQUIPMENT	ST	9.46
		REPAIR-SAFETY EQUIPMENT	ST	23.59
		OPERATING SUPPLIES	SWR	60.59
		OPERATING SUPPLIES	SAN	54.09
		WARRANT TOTAL		156.75
71706	SJOSTROM LAW OFFICE	PROFESSIONAL SERVICES	LGL	430.00
		MISC-FILING FEES/LIEN EXP	SWR	1,219.31
		MISC-FILING FEES/LIEN EXP	SAN	347.50
		OPERATING SUPPLIES	SWTR	70.69
		WARRANT TOTAL		2,067.50
71707	SKAGIT CD	ROADWAY - ARTERIAL MAINT	AST	213.15
		WARRANT TOTAL		213.15
71708	SK CO DEPT OF EMERG MGMT	DEPT OF EMERG MANAGEMENT	EMG	2,698.31
		WARRANT TOTAL		2,698.31
71709	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	38,765.65
		WARRANT TOTAL		38,765.65
71710	SKAGIT COUNTY TREASURER	TAXES AND ASSESSMENTS	ST	28.01
		TAXES AND ASSESSMENTS	SWR	22.35
		TAXES & ASSESSMENTS	SWTR	18.97
		WARRANT TOTAL		69.33
71711	SKAGIT HYDRAULICS, INC.	REPAIR/MAINTENANCE-EQUIP	ST	65.35
		REPAIRS/MAINT-EQUIP	SAN	131.03
		WARRANT TOTAL		196.38
71712	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	45.00
		ADVERTISING	PLN	80.00
		WARRANT TOTAL		125.00
71713	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	54.64
		WARRANT TOTAL		54.64
71714	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	104.78
		OFFICE SUPPLIES	FD	215.75
		OFFICE SUPPLIES	SWR	29.69
		OFFICE SUPPLIES	SWR	43.43
		OPERATING SUPPLIES	SWR	167.87
		OPERATING SUPPLIES	SWR	167.87
		WARRANT TOTAL		334.27
71715	SKAGIT REGIONAL CLINICS PAHARMACY	RETIRED MEDICAL	PD	33.70
		RETIRED MEDICAL	PD	101.40
		RETIRED MEDICAL	PD	28.00
		RETIRED MEDICAL	PD	49.40
		RETIRED MEDICAL	PD	31.00
		RETIRED MEDICAL	PD	22.53

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		266.03
71716	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
71717	SUPERIOR SYSTEMS INC.	MAINT OF GENERAL EQUIP	SWR	4,284.72
		WARRANT TOTAL		4,284.72
71718	TKE CORP	REPAIR/MAINT-CITY HALL	PK	712.01
		WARRANT TOTAL		712.01
71719	TRUE VALUE	OPERATING SUPPLIES	FD	19.44
		OPERATING SUPPLIES	FD	58.36
		OPERATING SUPPLIES	FD	7.56
		SMALL TOOLS & MINOR EQUIP	FD	3.55
		OPERATING SUP - PARKS SHOP	PK	21.61
		OPERATING SUP - CITY HALL	PK	22.70
		SMALL TOOLS & MINOR EQUIP	PK	62.33
		REPAIR/MT-MEMORIAL PARK	PK	29.45
		REPAIR/MT-MEMORIAL PARK	PK	47.00
		REPAIR/MAINT-CITY HALL	PK	167.27
		REPAIR-SAFETY EQUIPMENT	ST	15.14
		REPAIR-SAFETY EQUIPMENT	ST	32.45
		OPERATING SUPPLIES	SWR	9.91
		OPERATING SUPPLIES	SAN	3.56
		OPERATING SUPPLIES	SAN	44.35
		WARRANT TOTAL		544.68
71720	USBORNE BOOKS	BOOKS, PERIOD, RECORDS	LIB	270.69
		WARRANT TOTAL		270.69
71721	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	42.05
		WARRANT TOTAL		42.05
71722	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP	PK	125.48
		REPAIRS/MAINT-EQUIP	SAN	14.38
		REPAIRS/MAINT-EQUIP	SAN	78.43
		REPAIRS/MAINT-EQUIP	SAN	10.81
		OPERATING SUPPLIES	SAN	44.81
		OPERATING SUPPLIES	SAN	33.24
		WARRANT TOTAL		307.15
71723	VALLEY FREIGHTLINER INC	REPAIR/MAINTENANCE-EQUIP	ST	4,077.50
		WARRANT TOTAL		4,077.50
71724	VISION FORMS, LLC	POSTAGE	SWR	1,232.51
		POSTAGE	SAN	587.81
		OPERATING SUPPLIES	SWTR	75.85
		WARRANT TOTAL		1,896.17
71725	WA ST DEPT OF LICENSING	MISC-DUES	LGL	30.00
		WARRANT TOTAL		30.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
71726	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	126.00
		INTERGOV SVC-GUN PERMITS	PD	255.00
		WARRANT TOTAL		381.00
71727	WA STATE DEPT OF REVENUE	NETWORK HARDWARE	IT	551.19
		VEHICLES	PD	89.61
		REPAIRS/MAINT-EQUIP	FD	8.92
		OPERATING SUP - RIVERFRONT	PK	19.26
		SMALL TOOLS & MINOR EQUIP	PK	2.21
		TAXES AND ASSESSMENTS	PK	36.54
		TAXES AND ASSESSMENTS	CEM	85.57
		TAXES AND ASSESSMENTS	LIB	8.08
		BOOKS, PERIOD, RECORDS	LIB	24.54
		MAINTENANCE OF VEHICLES	SWR	55.02
		TAXES AND ASSESSMENTS	SWR	5,382.71
		OFFICE SUPPLIES	SAN	6.71
		TAXES & ASSESSMENTS	SAN	5,709.47
		OPERATING SUPPLIES	ERR	29.24
		WARRANT TOTAL		12,009.07
71728	WA ST HISTORICAL SOCIETY	BOOKS, PERIOD, RECORDS	LIB	35.00
		WARRANT TOTAL		35.00
71729	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	115.50
		PROFESSIONAL SERVICES	PK	10.00
		WARRANT TOTAL		125.50
71730	WA ST DEPT OF INFORMATION	SOFTWARE MAINT & SUPPORT	IT	8,903.39
		WARRANT TOTAL		8,903.39
71731	WAPATO POLICE DEPARTMENT	PRISONERS	PD	1,850.00
		WARRANT TOTAL		1,850.00
71732	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD	SAN	7,536.01
		WARRANT TOTAL		7,536.01
71733	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	223.44
		WARRANT TOTAL		223.44
71734	WOOD'S LOGGING SUPPLY INC	MACHINERY & EQUIPMENT	PD	8.12
		POSTAGE	FD	10.92
		REPAIRS/MAINT-EQUIP	FD	117.42
		REPAIR/MAINTENANCE-EQUIP	ST	6.28
		WARRANT TOTAL		142.74
71735	YONG CHANG DBA ANDY'S CONSTRUCTION	B & O TAX STORMWATER		1.15
		ROLLOFF FEES		57.69
		WARRANT TOTAL		58.84
		RUN TOTAL		163,887.66

CITY OF SEDRO-WOLLEY
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	43,451.08
101	PARK FUND	8,082.47
102	CEMETERY FUND	411.76
103	STREET FUND	17,364.36
104	ARTERIAL STREET FUND	252.09
105	LIBRARY FUND	2,044.29
330	1996 FIRE STATION CONST FUND	143.46
401	SEWER FUND	27,304.94
412	SOLID WASTE FUND	64,078.22
425	STORMWATER	662.99
501	EQUIPMENT REPLACEMENT FUND	92.00
TOTAL		163,887.66

DEPARTMENT	AMOUNT
001 000 000	1.15
001 000 011	1,595.19
001 000 012	5,820.87
001 000 013	199.85
001 000 014	1,160.26
001 000 015	3,289.96
001 000 017	10,179.15
001 000 019	6.21
001 000 020	229.20
001 000 021	13,684.53
001 000 022	4,526.00
001 000 024	60.40
001 000 025	2,698.31
FUND CURRENT EXPENSE FUND	43,451.08
101 000 076	8,082.47
FUND PARK FUND	8,082.47
102 000 036	411.76
FUND CEMETERY FUND	411.76
103 000 042	17,364.36
FUND STREET FUND	17,364.36
104 000 042	252.09
FUND ARTERIAL STREET FUND	252.09
105 000 072	2,044.29
FUND LIBRARY FUND	2,044.29
330 000 082	143.46
FUND 1996 FIRE STATION CONST FUND	143.46
401 000 035	27,304.94
FUND SEWER FUND	27,304.94
412 000 000	57.69
412 000 037	64,020.53
FUND SOLID WASTE FUND	64,078.22
425 000 039	662.99
FUND STORMWATER	662.99
501 000 047	92.00
FUND EQUIPMENT REPLACEMENT FUND	92.00
TOTAL	163,887.66

MAR 23 2011

**CITY OF SEDRO-WOOLLEY - CITY OF BURLINGTON
INTERLOCAL AGREEMENT**

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

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of March, 2011, by and between the CITY OF SEDRO-WOOLLEY, a municipal corporation of the State of Washington (hereinafter referred to as "Sedro-Woolley"), and the CITY OF BURLINGTON, a municipal corporation of the State of Washington (hereinafter referred to as "Burlington"),

WITNESSETH:

WHEREAS, Sedro-Woolley has established a work crew in order to allow offenders to substitute community restitution for total confinement, pursuant to RCW 9.94A.680, 9.92.130, and Chapter 2.112 of the Sedro-Woolley Municipal Code, and

WHEREAS, the City of Burlington has also established a work crew program, which program may have an excess number of offenders assigned to perform community restitution, and

WHEREAS, Burlington desires to assign offenders sentenced to community restitution by to serve community restitution through the City of Sedro-Woolley's work crew program, and

WHEREAS, Sedro-Woolley desires to accept such offenders on a space-available basis;

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. **SERVICES.** Burlington may refer; SW may accept offenders into the Sedro-Woolley Offender Work Program. Burlington offenders who are referred to Sedro-Woolley, shall appear on a Thursday morning between the hours of 08:00 and 11:00 with their sentencing order from Burlington Municipal Court to be screened and potentially assigned a start date to begin working on the OWP crew. Sedro-Woolley will provide offenders with documentation of their time served. Sedro-Woolley will communicate to Burlington when an offender is terminated from the program or as needed or as requested by Burlington.
2. **L&I INSURANCE.** Pursuant to RCW 35A.21.220 and 51.12.045, Sedro-Woolley shall purchase liability insurance in an amount it deems reasonable to protect Sedro-Woolley and Burlington, and their respective officers, and employees against liability for the wrongful acts of offenders or injury or damage incurred by offenders in the course of community restitution,

3. TERM OF AGREEMENT FOR SERVICES. The term of this agreement shall be from the date hereof, and shall extend until terminated. This agreement may be terminated by either party by giving ten (10) days written notice to the other party, provided that termination shall not affect or impair any joint purchases of the parties that are agreed to on or before the termination.

4. INDEMNIFICATION:

Sedro-Woolley shall indemnify and hold Burlington and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Burlington arising out of, in connection with, or incident to the execution of this Agreement and/or Sedro-Woolley's performance or failure to perform any aspect of this Agreement.

In addition, Burlington shall indemnify and hold Sedro-Woolley and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Sedro-Woolley arising out of, in connection with, or incident to the execution of this Agreement and/or Burlington's performance or failure to perform any aspect of this Agreement.

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

By virtue of this provision, the parties shall not be deemed to have waived their immunity pursuant to Title 51 RCW, and nothing contained in this agreement shall be construed so as to operate as a waiver.

5. COMPLIANCE WITH REGULATIONS AND LAWS. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. It shall be the obligation placing an order for goods or services to be certain that all legal requirements applicable to that party have been met.

6. ASSIGNMENT. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

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

To Burlington

To Sedro-Woolley

Attn: City Attorney

Attn: City Attorney

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

8. MISCELLANEOUS

A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

D. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington.

E. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

F. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

G. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the

purposes hereof, at which time either party shall have the right to terminate the Agreement.

H. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BURLINGTON

CITY OF SEDRO-WOOLLEY

By: _____
Mayor

By: _____
Mayor

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Finance Director

Finance Director

MAR 23 2011

After Recording Return to:

CITY OF MOUNT VERNON FINANCE DEPARTMENT
ALICIA D. HUSCHKA
PO BOX 809
910 CLEVELAND AVENUE
MOUNT VERNON, WA 98273

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

THE PARTIES AGREE AS FOLLOWS:

INTERLOCAL JOINT PURCHASING AGREEMENT

BETWEEN

CITY OF MOUNT VERNON

AND

CITY OF SEDRO-WOOLLEY

THIS INTERLOCAL AGREEMENT is entered into under Chapter 39.34 RCW on this _____ day of _____, 2011 between City of Mount Vernon, Washington, a political subdivision of the State of Washington ("Mount Vernon"), and City of Sedro Woolley, Washington, a political subdivision of the State of Washington ("Sedro Woolley").

1. PURPOSE:

The parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions. This Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

2. RESPONSIBILITIES:

2.1 Sedro Woolley, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Mount Vernon to place orders for such

goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Likewise, Mount Vernon, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Sedro Woolley to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Any contract for the purchase of goods and services made by Sedro Woolley prior to the execution of this agreement may be extended to include Mount Vernon with the concurrence of the vendor. Any contract for the purchase of goods and services made by Mount Vernon prior to the execution of this agreement may be extended to include Sedro Woolley with the concurrence of the vendor. Pursuant to RCW 39.34.030 (5) (b) any statutory obligation to provide notice for bids or proposals that applies to the parties shall be satisfied if the party that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

2.2 Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

2.3 In making purchase contracts hereunder, the original contracting party shall be obligated only to comply fully with the legal requirements applicable to its own purchase. It shall be the obligation of the party seeking to place additional orders under the same contract to be certain that legal requirements applicable to that jurisdiction have been met.

2.4 Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, with or without notice to the other party. PROVIDED, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

3. TERM OF AGREEMENT:

This Agreement shall take effect immediately and shall continue in effect until terminated.

4. MANNER OF FINANCING:

This Agreement shall not require financing as neither party shall be responsible to the other for the performance or nonperformance of purchasing contracts entered into by the other party.

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

5.1 Mount Vernon's representative shall be the Public Works Director.

5.2 Sedro-Woolley's representative shall be the Public Works Director.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

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

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph; PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.

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

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

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

12. OTHER PROVISIONS:

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day
of _____, _____.

APPROVED:

CITY OF MOUNT VERNON

CITY OF SEDRO WOOLLEY

Bud Norris
Mayor

Mike Anderson
Mayor

Attest:

Alicia D. Hushcka
Finance Director

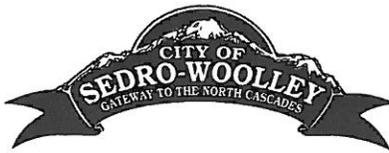
Patsy Nelson,
Finance Director

Approved as to form:

Approved as to form:

Kevin Rogerson
City Attorney

Eron Berg
City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011

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

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

MEMO:

To: Sedro-Woolley City Council
Mayor Anderson

From: Jack Moore 
Planning Director/ Building Official

Date: March 23, 2011

Subject: Acceptance of Department of Ecology Grant for Shoreline Master Plan Update –
Authorizing Mayor to sign SMA Grant Agreement No. G1100233

ISSUES

Should the Mayor Anderson execute the attached SMA Grant Agreement No. G1100233 accepting \$40,000 in Department of Ecology grant funding for the purpose of updating the Sedro-Woolley Shoreline Management Program (SMP) as required by RCW 90.58?

PROJECT DESCRIPTION / HISTORY

The City is required by RCW 90.58.080 to update its SMP by December 2013. The Department of Ecology is working with the City to provide guidance and \$40,000 in funding to achieve compliance with the State mandate. By signing the attached SMA Grant Agreement, the City accepts the funding and agrees to the grant conditions set forth in the agreement by the Department of Ecology. The Agreement sets timeframes for which certain milestones in the update must be achieved, and grant money is awarded as each of the specified milestones is completed.

It is expected that the City will need the entire allotted time to complete the SMP update. A considerable public outreach and review process is required, and Ecology requires the City to submit drafts and reports at multiple steps in the update process. Ultimately, the SMP must be approved and adopted by City Council after Ecology has been satisfied that the product meets the requirements of the grant agreement.

ATTACHMENTS

SMA Grant Agreement No. G1100233 between the Department of Ecology and the City of Sedro-Woolley

RECOMMENDATION

Make a motion to Authorize Mayor Anderson to sign SMA Grant Agreement No. G1100233 between the Department of Ecology and the City of Sedro-Woolley accepting \$40,000 in Department of Ecology grant funding for the purpose of updating the Sedro-Woolley Shoreline Management Program.

SMA Grant Agreement No. G1100233

between the

State of Washington Department of Ecology

and the

CITY OF SEDRO-WOOLLEY

Project: Comprehensive Shoreline Master Program Update

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, (PO Box 47600, Olympia, Washington, 98504-7600) hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and the City of Sedro-Woolley, hereinafter referred to as the "RECIPIENT" to carry out activities described herein, and as authorized by the Washington State Legislature under Chapter 173-26 of the Washington Administrative Code (WAC) for shoreline implementation.

Name of RECIPIENT: **City of Sedro-Woolley**
Department: Planning Department
Address: 325 Metcalf Street
Sedro-Woolley, WA 98284

Project Manager for RECIPIENT: **John Coleman**
Telephone Number: (360) 855-0771
E-mail address: jcoleman@ci.sedro-woolley.wa.us

Fiscal Contact for RECIPIENT: **Patsy Nelson**
Telephone Number: (360) 855-1661
E-mail Address: pnelson@ci.sedro-woolley.wa.us

Payee on Warrant: **City of Sedro-Woolley**
Address as above

Project Officer for ECOLOGY: **Bob Fritzen**
SEA Program, Bellingham Regional Office
Washington State Department of Ecology
1440 - 10th Street, Suite 102
Bellingham, WA 98225
Telephone Number: (360) 715-5207
E-mail address: BFRI461@ECY.WA.GOV

The source of funds provided by the DEPARTMENT are from the 2009-2011 and 2011-2013 Washington State Biennia's General Fund for Shoreline Implementation, §302; and the Local Toxics Control Account, §302, Subsection 7.*

Maximum Grant Amount, Fiscal Year 1 (7/1/10-6/30/11):	\$ 16,000
Maximum Grant Amount, Fiscal Year 2 (7/1/11- 6/30/12):	\$ 14,000
Maximum Grant Amount, Fiscal Year 3 (7/1/12- 6/30/13):	\$ 10,000
Total:	\$ 40,000

State Maximum Cost Share Rate over all three years: 100% UP TO a maximum of \$40,000

The effective date of this agreement is from July 1, 2010 to June 30, 2013.*

*Years 2 and 3 funding are subject to legislative appropriation in the 2011-2013 Biennium.

General Note

This Standard Scope of Work is presented in three one-year increments that correspond to the steps needed to prepare a locally adopted comprehensive Shoreline Master Program update. The planning tasks in this scope of work correspond to the phases in Figure 1: Shoreline Master Program Planning Process. "Tasks" A, B, and C are common to all phases of the scope of work and are conducted throughout the update process; whereas "phases" are sequent specific work programs.

- **Year 1** includes the tasks addressed in SMP update Phases 1 & 2.
- **Year 2** addresses the tasks in Phase 3.
- **Year 3** completes the tasks contained in Phases 4 and 5.

Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.

Project Deliverables

The (City or County) shall perform the following tasks with deliverables sent to Ecology's Project Officer, indicated on Page 1 of this agreement. Select deliverables will require a *draft* submittal as well as a *final* submittal. All deliverables per the scope of work below will be in Microsoft Word format, include accompanying maps as applicable and submitted in one (1) digital and one (1) hard copy version with the following exceptions:

- **Final SMP:** 1 digital and 3 hard copies.
- **Quarterly Progress Reports and Payment Requests:** one hard copy each to be submitted with original signatures in blue ink, **due** October 20, January 20, April 20, and July 20 for each year the grant or SMP process is active.

Scope of Work

Project Description:

The (City or County) will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, including the Shoreline Master Program Guidelines (Guidelines). The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, preparation of a shoreline restoration plan and a formal local adoption process. The Recipient will incorporate public participation in all phases of the SMP update. The Recipient may use consultant support as appropriate.

Work Program: The Recipient shall perform the following tasks and phases:

Task A: Coordination

Coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests.

Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.

Attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. Provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the recipient shall include a written response to Ecology's comments on draft deliverables.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

Deliverables:

1. Documentation of contacts in quarterly progress reports

Dates Due: October 20, January 20, April 20, and July 20 each year for three years.

2. Written responses to Ecology's comments on draft deliverables, when requested. (May be provided in email format.)

Date Due: Following receipt of Ecology's comments.

Task B: Secure qualified consultant services and Interlocal Agreements (*Not applicable to Sedro-Woolley Plan*)

Task C: Implement Public Participation Plan

Throughout Phases 1 through 5 of the SMP update process, the RECIPIENT shall inform and involve the public in updating the SMP consistent with the objectives of the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Public participation should actively engage all shoreline users and should include establishing local citizen and technical advisory committees, sharing information at open houses and workshops, conducting user surveys, and maintaining an interactive world wide web site. Public participation shall continue through the formal public hearing and local SMP adoption process.

Deliverable: Documentation of public participation in quarterly progress reports.

Dates Due: January 20, April 20, July 20 and October 20 each year for three years.

The Recipient shall prepare a complete, locally approved Draft SMP by completing Phases 1 through 5 described below and in the *Shoreline Master Program Planning Process*:

http://www.ecy.wa.gov/programs/sea/grants/smp/pdf/SMP_Planning_Process.pdf

Year 1

PHASE 1: Preliminary Assessment of Shoreline Jurisdiction and Public Participation Plan

Task 1.1: Identify preliminary shoreline jurisdiction

Identify the preliminary geographic scope for the comprehensive SMP update project. Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
 - Rivers and streams with mean annual flow over 20 cubic feet per second.
 - Lakes and reservoirs exceeding 20 acres.
 - Associated wetlands of these areas.
 - Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
- Future annexation areas: For cities, SMPs may include Shoreline Environment predesignation within designated unincorporated Urban Growth Areas.

Contact the Ecology project officer for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

Deliverable: Preliminary jurisdiction map (digital) of Shorelines of the State subject to local SMP

Date Due: 3-20-2011

Task 1.2: Prepare plan for public participation

Throughout Phases 1 through 5 of the SMP update planning process, inform and involve the public in updating the SMP consistent with the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Prepare a public participation plan that identifies specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities. Engage all parties early and continuously in the update process, particularly those relevant individual recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. Documenting all public outreach and public events related to SMP development is required.

Ecology recommends that the public participation process be coordinated by a designated facilitator (with responsibilities distinct from the local planner managing the update effort).

Deliverables:

1. Public participation plan (digital copy).
2. Public participation updates in quarterly progress reports.

Date Due: 3-20-2011

Task 1.3: Demonstrate how Phase 1 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Phase 1.

Deliverables: An SMP Submittal Checklist completed as relevant to task.

Date Due : 3-20-2011

PHASE 2: Shoreline Inventory, Analysis & Characterization

Task 2.1: Conduct shoreline inventory

Compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. Collect the following information to the extent that such information is relevant and reasonably obtainable:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the Recipient's jurisdiction.
- General location of channel migration zones, floodplains, and the floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation

and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).

- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological and historic resources in shoreline jurisdiction.
- Policies and regulations in shoreland and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.).

Deliverables:

1. Draft list of inventory data sources for review and comment.
2. Digital working maps of inventory information displayed at appropriate scales.

Date Due: 5-20-2011

(**Note:** Please provide Ecology with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps.)

Task 2.2: Conduct shoreline analysis

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in your jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.)

Conduct an analysis of the inventory information and data collected in Task 2.1 as it relates to development of an effective SMP. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.) These tasks should be conducted as they are relevant to shorelines in your jurisdiction.

(**Note:** For most Puget Sound jurisdictions, the Department of Ecology will prepare a broad-scale characterization of ecosystem-wide processes. This information will be provided to jurisdictions in Spring 2010.)

2.2.1 Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake,

transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2.2.2 Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Describe functions that are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the Town's shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

2.2.3 Conduct Shoreline Use Analysis; analyze opportunities for public access

- Conduct shoreline use analysis:
 - Identify current patterns of land uses in shoreline areas.
 - Identify likely or projected uses in shoreline areas.
 - As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
 - Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
 - Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.
- Identify current public access sites and opportunities for future access sites.

Task 2.3 Prepare shoreline inventory and characterization report

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective

SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting intact and restoring degraded ecological processes and functions.
 - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - Providing public access.
 - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/town location in the state and delineating county/town and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

Deliverables: Shoreline characterization and analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above.

Due Date: Draft 6-30-2011 Final: 11-20-2011.

(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft characterization and analysis report.)

Task 2.4: Demonstrate how Phase 2 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Phase 2.

Deliverable: An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Date Due: 6-30-2011

Year 2

PHASE 3: Complete Draft SMP and Cumulative Impacts Analysis

Task 3.1 Conduct community visioning process

Conduct a community visioning process that includes as many citizens as possible to determine goals for future use of the shoreline. This process should be conducted with respect to the findings of the shoreline inventory and characterization report. The visioning process will identify shoreline problems and opportunities. It will result in a strategy for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.

Deliverable: Strategy for shoreline uses, public access, resource protection and restoration

Date Due: 9-20-2011

Task 3.2: Develop general SMP goals, policies and regulations

Prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

Task 3.3: Develop environment designations

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

Task 3.4: Develop environment-specific shoreline use & modification policies, regulations and standards

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

Optional SMP components may include:

- Shoreline use and dimensional standards listed in matrices, by environment designation. (*Strongly encouraged.*)

Task 3.5 Develop SMP administrative provisions

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included.

A definitions section should be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines. An SMP "user's guide" may be prepared.

Deliverables:

1. Complete Draft SMP including:
 - Draft general goals and policies and optional general regulations. (Task 3.2)
 - Draft environment designations and draft environment maps. (Task 3.3)
 - Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
 - Draft administrative provisions. (Task 3.5)
 - Maps showing environment designations within shoreline jurisdiction
2. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Date Due: Initial Draft: 4-30-2012; Second Draft: 1-15-2013 (*Will also go to City Council about same date*)

(**Note:** Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft documents.)

Task 3.6 Prepare preliminary cumulative impacts analysis

Evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

(**Note:** The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

Deliverable: A cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved over time at in the jurisdiction.

Date Due: Draft 1-30-2012

(**Note:** Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft cumulative impacts analysis.)

Task 3.7: Demonstrate how Phase 3 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Phase 3.

Deliverables: An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Date Due: 1-30-2012

PHASE 4: Restoration Planning, Revisiting Phase 3 Products as Necessary

Task 4.1 Prepare restoration plan

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include

recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

Deliverable: A complete restoration plan and implementing strategy.

Dates Due: Draft: 4-30-2012 Final: 6-15-2013

(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)

Year 3

Task 4.2: Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations in response to Ecology comments on the preliminary draft materials developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP. This version will be the Planning Commission recommended draft.

Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP.

Deliverables:

1. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
2. Revised cumulative impacts analysis.
3. Final SMP jurisdiction maps and boundary descriptions

Date Due: 1-15-13; Draft SMP to be reviewed by City Council by 1-30-2013

(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents

Task 4.3: Prepare a report that demonstrates how no net loss will be achieved

Prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

Deliverables: A report that demonstrates how no net loss will be achieved through SMP implementation.

Date Due: 1-15-2013

Task 4.4: Demonstrate how Phase 4 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Phase 4.

Deliverables: An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

Date Due: 1-15-2013

PHASE 5: Local SMP Adoption Process

Conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

Task 5.1: Assemble complete Final Draft SMP

Assemble a complete draft SMP for Town Council review and approval and formal submittal to Ecology. This draft would include response to Ecology informal comments on the preliminary draft submitted under Tasks 4.3 and 4.4 deliverables.

Task 5.2: Complete SEPA review and documentation

Conduct and document SEPA review pursuant to chapter RWC 43.21C, the State Environmental Policy Act

Task 5.3: Provide GMA 60-day notice of intent to adopt

Upon conclusion of Tasks 5.1, and 5.2, local governments planning under the Growth Management Act must notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5).

Task 5.4: Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled.

Task 5.5: Prepare a responsiveness summary

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment.

Task 5.6: Adopt SMP and submit to Ecology

Complete the adoption process for the SMP update and submit the locally-adopted Draft SMP to Ecology.

Task 5.7: Demonstrate how Phase 5 complies with the Guidelines

Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 5.

Deliverables:

1. A complete, locally adopted SMP including maps, with relevant supporting documentation. (Tasks 5.1 and 5.7)
2. SEPA products (checklist, MDNS or EIS; SEPA notice. (Task 5.2)

3. Evidence of compliance with GMA notice requirements. (Task 5.3)
4. Public hearing record. (Task 5.4)
5. Response to comments received. (Task 5.5)
6. A complete SMP Submittal Checklist.

Date Due: 6-15-2013

Budget Summary and Conditions

Very Important Note: *Due to state law, all state funds that are disbursed to local governments under these grants are appropriated in the state budget on a biennial basis. Funds appropriated for each biennia of the grant must be spent on eligible activities within that two-year period. Local governments are not allowed to carry unexpended funds past that date.*

We are aware that state and local fiscal years are not on the same schedule; however, state law requires strict adherence to the state biennial funding cycles for state agreements. Grantees are strongly encouraged to actively manage their projects to ensure that spending occurs at budgeted levels within the time constraints specified on page one.

1. **Project Administration:** For the administration of this agreement the RECIPIENT must follow the current edition of the [Administrative Requirements for Ecology Grants and Loans](http://www.ecy.wa.gov/biblio/9118.html) (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>
2. **Invoicing:**
 - Grants are awarded on a reimbursable basis. The Recipient initially pays project costs as they incur. Invoicing to Ecology is usually by quarter but not more often than once per month. Upon presentation of an invoice to Ecology, Ecology's share of the project is reimbursed to the Recipient.
 - Expenditures will be monitored by the Ecology Fiscal Office for compliance with the budget (see below). Budget deviations are allowed between tasks (e.g., a grantee may spend less money on one task and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10% of the entire project cost, the Ecology Project Officer may require a written budget redistribution. When submitting invoices to Ecology, **the RECIPIENT shall itemize all costs by task** and provide subtotals by task on Ecology's Form C2, Voucher Support Form. All payment requests must have forms A, B, C (and D if applicable), be accompanied by a commensurate progress report, and receive Ecology Project Officer approval before payment can be released.

NOTE: For payment requests, the RECIPIENT must use the Ecology forms provided. Otherwise, Ecology will return requests to the RECIPIENT for submittal on the correct forms.
 - The RECIPIENT must **maintain complete backup documents** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by the DEPARTMENT.

- Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms.
 - The **indirect rate must not exceed 25 percent** of direct (staff) labor and benefit costs. This rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.
 - **Right to Audit:** The Recipient agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The Recipient shall refund by check payable to the DEPARTMENT the amount of such reduction of payments under completed or terminated grants.
 - **Estimates:** The State Office of Financial Management (OFM) requires state agencies to estimate the status of grant funds for the fiscal year ending each June 30. Ecology must have these estimates to ensure sufficient funds are reserved to reimburse RECIPIENTS for expenditures incurred within that specific fiscal year, similar to a cash flow projection. To that end, Ecology will be contacting local governments near the end of each fiscal year for the dollar amount anticipated to be incurred for project costs through June 30 that have not as yet been submitted to Ecology for reimbursement.
4. **Final payment** of grant projects is contingent on receipt of viable work products as listed in the grant document.
5. **Funding Budget:**

The source of funds provided by the DEPARTMENT are from the 2009-2011 and 2011-2013 Washington State Biennia's General Fund for Shoreline Implementation, §302; and the Local Toxics Control Account, §302, Subsection 7.*

Maximum Grant Amount, Fiscal Year 1 (7/1/10-6/30/11):	\$ 16,000
Maximum Grant Amount, Fiscal Year 2 (7/1/11- 6/30/12):	\$ 14,000
Maximum Grant Amount, Fiscal Year 3 (7/1/12- 6/30/13):	\$ <u>10,000</u>
Total:	\$ 40,000

State Maximum Cost Share Rate over all three years: 100% UP TO a maximum of \$40,000

*Years 2 and 3 funding are subject to legislative appropriation in the 2011-2013 Biennium

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Expenditure Budget

Note: If consultant services are involved in this project, the following budget must be adhered to by all parties to ensure consistent reporting. Expenditure reporting will follow the structure as indicated below.

Phase / Task	Year 1 2010- June 30, 2011	Year 2 July 2011- June 30 2012	Year 3 July 2012- June 30 2013	Total Project
Tasks Common to All Phases:				
A. Project Coordination	\$2,000	\$1,000		\$3,000
B. Contracted Services				
C. Implement Public Participation Plan	\$2,000	\$1,000		\$3,000
Phased Work:				
1. Preliminary Assessment / Prepare Public Participation Plan	\$2,000			\$2,000
2. Shoreline Inventory, Analysis, and Characterization	\$10,000	\$3,000		\$13,000
3. Develop SMP and Cumulative Impacts Analysis		\$9,000	\$4,800	\$13,800
4. Restoration Planning / Revisit Phase 3 products as necessary			\$4,000	\$4,000
5. Local Adoption Process			\$1,200	\$1,200
Total	\$16,000	\$14,000	\$10,000	\$40,000

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Special Terms and Conditions

- Responsibilities of the Project Coordinator:** The Recipient's Project Coordinator shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.
- Progress Reports.** The RECIPIENT shall prepare and submit quarterly progress reports to the DEPARTMENT throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

For Report Contents and Ecology's form: Please visit our website at:

<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

County or City Name Grant No. G1100__
Project Title Task Title Task Number Date

3. Identification of Project Materials - All reports, maps, and other documents published as part of this grant agreement shall carry the name of the RECIPIENT, Ecology's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding as follows:

- Format for Publications and Brochures:** Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in Ecology's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.
- Quality Assurance Project Plan (QAPP).** IF this project involves the collection of environmental measurement data, the RECIPIENT must prepare a QAPP to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating this data. The plan shall be conducted in accordance with the DEPARTMENT's Guidelines for the Preparation of Quality Assurance Project Plans for Environmental Studies, current edition, (Ecology Publication No. 04-03-030). The plan must describe the monitoring and data quality objectives, procedures, and methodologies which will be used to ensure that all

environmental data generated will meet these requirements. The size and complexity of the plan should be cost effective and in proportion to the magnitude of the sampling effort. The RECIPIENT may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78), in developing the plan. The QAPP shall be composed of a concise description of the environmental measurement aspects of this project. Ecology's Project Officer shall review and approve this plan prior to initiation of work.

The QAPP should describe the following elements:

- Assumptions that direct the collection and analysis of data;
- Resources used (such as flights for aerial photos);
- Resource documents that will be consulted;
- Field methods employed;
- Office methods employed;
- Training level of staff involved in data collection and analysis;
- Equipment / materials to be used
- Procedures to assure accurate calibration of field instruments.

Other supporting documentation, including example QAPPs, QAPP templates, and field SOPs may be found at Ecology's Quality Assurance website:

www.ecy.wa.gov/programs/eap/quality.html

6. Coordination with Ecology's Geographical Information System (GIS). If this project involves developing GIS data, the RECIPIENT shall coordinate with Ecology's GIS office in an effort to promote compatibility and to encourage sharing of geospatial data. To facilitate data sharing, the DEPARTMENT utilizes the following standards:

Horizontal Datum	NAD 83 HARN*
Vertical Datum	NAVD-88**
Projection System	Lambert Conic Conformal
Coordinate System	Washington State Plane Coordinates
Coordinate Zone	South (or zone-appropriate if not statewide)
Coordinate Units	U.S. SurveyFeet
Accuracy Standard	+/-40 feet or better
Vector Import Format	ArcExport E00 file, Shapefile, File Geodatabase, Personal Geodatabase
Raster Import Format	TIFF, BIL/BIP, RLC,GRID, ERDAS
Metadata	Federal Geographic Data Committee (FGDC), Metadata Content Standards*

*More information is available on the Washington Geographic Information Council (WAGIC) website at http://wagic.wa.gov/Techstds2/standards_index.htm

Whenever possible, the Recipient is encouraged to utilize the standards listed above when compiling data. To discuss the usage of other standards, please contact Jerry Franklin at 360 407-7470; Fax: 360 407-6902; E-Mail: jfra461@ecy.wa.gov or Dan Saul at 360-407-6419; E-Mail: dsau461@ecy.wa.gov for further data sharing and compatibility information.

The RECIPIENT shall submit copies to Ecology's Project Officer with complete documentation as it relates to all digital data, GIS coverages, shape files, related tables and map products.

7. **Washington State Minority and Women's Business Participation.** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT'S goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- a. Include qualified minority and women's businesses on solicitation lists.
- b. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. DEPARTMENT of Commerce, as appropriate

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

- a. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
- b. The total dollar amount paid to qualified firms under this invoice.

8. **Consistency:** It is the responsibility of the RECIPIENT to ensure that all sub-RECIPIENTS and contractors comply with the terms and conditions of the agreement and that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.
9. **Grant Closeout:** All products for this project shall reflect an end date on or before June 30, 2013 and shall be submitted to the DEPARTMENT on or before **July 20, 2013** or as otherwise specified in the Scope of Work. Completed end-of-biennium estimate forms and final payment requests must be submitted in accordance with notification provided by Ecology's Fiscal Office.
10. **All Writings Contained Herein.** This agreement, the appended "General Terms and Conditions", and the DEPARTMENT'S current edition of "Administrative Requirements for Ecology Grants and Loans", contains the entire understanding between the parties, and there are no other understandings or representations except those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT, and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute this amendment:

**State of Washington
Department of Ecology**

City of Sedro-Woolley

Gordon White Date
Program Manager
Shorelands and Environmental
Assistance Program

Signature, Authorized Official Date

Print Name of Authorized Official

Approved as to form only by
the Assistant Attorney General

Title of Authorized Official

(Note: Insert additional signature blocks(s)
And/or pages if more than one signature block
is required)

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$300,000 or more in a year in Federal funds. The \$300,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.

3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state

allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's

opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

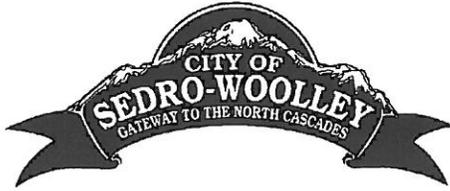
This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011

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

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: **State Participating Agreement
SR20 MP 65.50 to 66.08 Lane Widening**
DATE: March 17, 2011 (for Council action March 23, 2011)

ISSUE

Should Mayor Anderson execute the attached State Participating Agreement with WSDOT for state reimbursement of the city of up to \$20,000 in design costs?

BACKGROUND/DISCUSSION

During preliminary scoping for the SR20 Lane Widening Project, WSDOT agreed to provide \$20,000 from state funds towards the project cost. The attached State Participating Agreement puts this agreement into place.

MOTION:

Move to authorize Mayor Anderson to execute the attached State Participating Agreement with WSDOT for state reimbursement of the city of up to \$20,000 in design costs.



**Washington State
Department of Transportation**

State Participating Agreement Work by Local Agency Actual Cost	Organization and Address	
	City of Sedro-Woolley, 325 Metcalf Street Sedro-Woolley, WA 98284	
Agreement Number		Section / Location
GCA 6713		SR 20- MP 65.50-66.08
State Route Number	Control Section Number	Description of Work
20	294000	
Region		
Northwest Region		SR 20 Sedro-Woolley: Metcalf to Township widening.

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in the LOCAL AGENCY's construction contract proposed for the above-noted project, and

WHEREAS, the STATE is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the LOCAL AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The LOCAL AGENCY will incorporate the plans and specifications into the LOCAL AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY agrees to submit plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, to the STATE for approval prior to advertising the project.

The STATE may, if it desires, furnish an Inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said Inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

**II
PAYMENT**

The STATE, in consideration of the faithful performance of the work to be done by the LOCAL AGENCY, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the LOCAL AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

**III
DELETION OF WORK**

In the event the estimate of cost, Exhibit "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of cost by more than 15 percent, the STATE shall have the option of directing the LOCAL AGENCY to delete all or a portion of the work covered by this AGREEMENT from the LOCAL AGENCY's contract. Except, that this provision shall be null and void if the STATE's portion of the work exceeds 20 percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE agrees, upon billing by the LOCAL AGENCY, to reimburse the LOCAL AGENCY for preliminary engineering costs incurred by the LOCAL AGENCY to include the work covered by this AGREEMENT in the LOCAL AGENCY's contract.

**IV
EXTRA WORK**

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by supplemental AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the STATE.

**V
RIGHT OF ENTRY**

The STATE hereby grants and conveys to the LOCAL AGENCY the right of entry upon all land which the STATE has interest, within or adjacent to the right of way of the highway, for the purpose of constructing said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

**VI
LEGAL RELATIONS**

No liability shall attach to the LOCAL AGENCY or the STATE by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Title _____

Title _____

Date _____

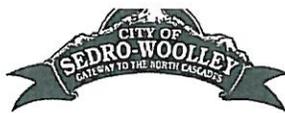
Date _____

**City of Sedro-Woolley
SR 20, Metcalf Street to SR 9/ Township Street Lane Widening and Bicycle/ Pedestrian
Improvements Project**

Engineering Design Services

Description	Principal E-6	Project Engineer E-4	Project Engineer E-3
Engineering	16	34	34
Draft Design	12	40	56.5
Project Documents	12	24	22
Total Hours	40	98	112.5
Direct Salary Costs	\$41.49	\$33.49	\$29.49
OH @ 1.1119	\$46.13	\$37.24	\$32.79
Fixed Fee @31	\$12.86	\$10.38	\$9.14
Hourly Rate	\$100.48	\$81.11	\$71.42
SUBTOTAL	\$4,019.20	\$7,948.78	\$8,034.75

TOTAL \$20,002.73



PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-06
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this **11th** day of **March, 2010**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Reichhardt & Ebe Engineering, Inc.** whose address is **813 Metcalf, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, design phase engineering services for the **SR20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project** as defined in **Exhibit A** attached hereto.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

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

The service of the Contractor is to be completed

not later than _____

[x] pursuant to the schedule set forth on **Exhibit C, Schedule of Work.**

4. Delays and Extensions of Time.

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

5. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B.** 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 **\$135,359.63** without prior approval of the Director of Public Works/City Engineer.

Due to uncertainty with full funding for the construction work, design work under this contract will be authorized in writing for release in phases as follows:

- Phase 1 – Surveying, Geotechnical, Existing Conditions and Planning
- Phase 2 – Engineering, Draft Design
- Phase 3 – Project Documents
- Phase 4 – Project Bidding

The schedule as outlined in Exhibit C will be modified as needed based on actual authorization to proceed with each Phase. Should the work be suspended due to funding limitations, the City and Contractor will mutually agree on a termination point for the work.

6. Ownership of Records and Documents.

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

7. Termination.

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

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

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

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

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their

nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

8. Evaluation and Compliance with the Law.

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

9. City Business and Occupation License.

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

10. Liability and Hold Harmless.

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

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

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

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

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

12. Amendments.

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

13. Scope of Agreement.

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

14. Ratification.

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

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

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

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

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

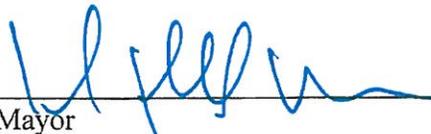
19. **MRSC Roster Registration.** The Contractor shall register or maintain registration on the MRSC Consultant Roster.

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

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

DATED this 11th day of March, 2010.

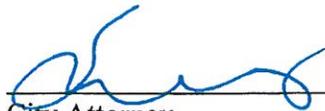
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: 
Mayor

Attest:


Finance Director

Approved as to Form:


City Attorney

CONTRACTOR:

Reichhardt & Ebe Engineering, Inc.

By:  _____

**REICHHARDT & EBE ENGINEERING, INC.
CONSULTING ENGINEERS**

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

February 24, 2010

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

Subject: Preliminary proposal for engineering services for the SR20, Metcalf Street to SR9/Township Street Lane Widening and Bicycle/Pedestrian Improvements Project

Mr. Freiberger,

Thank you for giving us the opportunity to provide a preliminary proposal for the engineering services on the SR20, Metcalf Street to SR9/Township Street Lane Widening and Bicycle/Pedestrian Improvements Project. We understand the project to include the engineering analysis, design and preparation of plans, specifications and engineer's estimate to address the reconfiguration of SR20 from the Metcalf Street to SR9/Township Street. The project will include widening SR 20 to allow for a two-way left turn lane, bicycle lanes, curbs and gutter on the north and south sides of SR20, sidewalks to fill gaps on the north and south sides of SR20, storm drainage to address the increased amount of impervious surface, and re-channelization to accommodate the proposed two-way left turn lane. Additionally, curb returns to intersecting streets from both the north and south sides of SR20 will be designed to meet City standards and match into existing pedestrian facilities.

Our proposal for engineering services on the above-mentioned project will include the following items which correspond to the attached man-hour estimate:

0. Project Administration

Project Administration includes preparing monthly invoices for work performed by R&E and applicable sub-consultants and submit the City. FHWA reporting for R&E and applicable sub-consultants will be prepared and submitted to the City. Project costs will be tracked against the project budget. Additionally, this work includes coordination of the design team.

1. Existing Conditions

This work includes researching existing utilities and right-of-way records for incorporation into the base maps. Field survey will be provided to locate all existing surface features within the right-of-way of SR20 and 200 feet to north and south of SR20 at intersecting streets. The notes will be reduced and base maps will be generated to facilitate the design plans. Upon completion of the mapping, field verification will be completed. We would request that the City request locates of existing underground utilities. Paint markings will be located during the field survey and mapped.

Geotechnical investigation will take place throughout the project corridor. This investigation will include seven cores to determine the existing pavement section and base materials depths. Additionally, two borings will be performed outside of the pavement to determine ground water elevation and existing soils profile. The information gathered during this investigation will be summarized in a report that will be included in the project contract documents. If high ground water is found during this investigation, we

may request additional scope and budget to address de-watering design options.

2. Planning

This includes coordination with City staff to determine project phasing, existing City utilities and verify City standards. This work also includes coordination with the City's Environmental sub-consultant regarding environmental commitments. It is our understanding that the City's Environmental sub-consultant will obtain all required environmental permitting and provide applicable information to R&E for inclusion in the project contract documents.

3. Engineering

Channelization for the two-way left turn lane and bicycle lanes will be developed utilizing WSDOT standards.

Horizontal and vertical alignments will be developed along the north and south edges of the roadway to design the road widening and curb, gutter and sidewalk alignments. Cross sections of the proposed improvements will be designed to facilitate construction and aid in material quantity estimating.

Utility conflict resolution will take place to minimize the potential for conflict between proposed storm drainage facilities and existing underground utilities. Utility relocation and re-connection will be analyzed as necessary. R&E will coordinate with local utility companies should utility relocation be required.

Sight triangle analysis at intersecting streets will be performed to ensure safe sight distances entering SR20.

Storm water analysis will be performed per DOE requirements to determine what types of water quality and detention facilities will be utilized throughout the project. Storm water conveyance, structures and water quality facilities will be designed to meet DOE requirements.

ADA pedestrian and bicycle facilities will be designed based on the preliminary project exhibits previously proposed by the City.

4. Drafting Design

Drafting will include the development and checking of design plans, including profiles and details required for project construction. WSDOT traffic control plans will be prepared and submitted for approval. All plans will be submitted for City review and comment at 30-percent, 60-percent, 90-percent and 100-percent milestones. Drafting will be done using Autodesk Land Desktop 2006. Quality assurance, quality control (QA/QC) plan checking will be performed.

Material quantities will be estimated from the design plans and an Engineer's estimate of probable cost will be developed.

5. Project Documents

Project specifications, amendments to the special provisions, special provisions and FHWA provisions will be prepared in accordance with the American Public Works Association Washington State Chapter, Washington State Department of Transportation Specifications, and FHWA requirements. Applicable City specific Division 1 and contract documents will be incorporated into the Bid package. Contract documents will be submitted to the City and to WSDOT Local Programs for review and comment at the 90-percent complete milestone. City and WSDOT comments will be addressed and the project contract documents will be finalized for bidding. Project specifications will also be reviewed by R&E utilizing in-house QA/QC procedures.

6. Bidding

Advertisements for bids will be prepared and submitted to the Daily Journal of Commerce and the Skagit Valley Herald unless otherwise directed by the City. A pre-bid meeting will be administered during the second week of advertisement. Bidder's questions will be addressed and addendums prepared if necessary. At the request of the City, R&E will facilitate the bid opening. R&E will attend the bid opening should the City wish to facilitate the meeting. A certified bid tabulation will be prepared and transmitted to the City. Bids will be evaluated to determine the lowest responsive responsible bidder. Pre-award information will be requested of the lowest responsive responsible bidder and evaluated if necessary. A recommendation to Award will be provided to the City.

At this time, it is not anticipated that improvements will extend into BNSF rights-of-way. Should the project be extended, we would anticipate expanding the scope and budget to allow for additional time coordinating with BNSF to acquire the necessary permitting.

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

Respectfully,



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

EXHIBIT B

City of Sedro-Woolley
 SR 20, Metcalf St. to SR 9/Township ST. Lane Widening and Bicycle/Pedestrian Improvements Project
 Sedro-Woolley, WA 98284

Reichhardt & Ebe Engineering, Inc.
 813 Metcalf Street
 Sedro-Woolley, WA 98284
 Phone: (360) 855-1703
 Fax: (360) 855-1164

Date: February 22, 2010

Item	Description	Prime Consultant				Sub Consultants		
		Principal E-7	Principal E-6	Project Engineer E-4	Project Engineer E-3	Admin. C-3	Geotechnical	Surveying
0.0	PROJECT ADMINISTRATION							
0.01	Project Invoicing		6	3	0	3		
0.02	Project Tracking		6	3	0	3		
0.03	Subconsultant Team Coordination		12	4	0	3		
	Sub-Total		24	10	0	9	\$0.00	\$0.00
1.0	EXISTING CONDITIONS							
1.01	Research Existing Records		2	8	8	0		
1.02	Engineering Data Acquisition		0	1	1	0		
1.03	Data Reduction		0	4	2	0		
1.04	Coordinate with Surveyor		2	8	6	0		
1.05	Existing Conditions Survey		2	8	6	0		\$21,700.00
1.06	Field Verify Base Maps		2	8	6	0		
1.07	Coordinate with Geotech		4	2	0	0		
1.08	Geotechnical Investigation		2	4	2	0	\$3,500.00	
	Sub-Total		14	43	31	0	\$3,500.00	\$21,700.00
2.0	PLANNING							
2.01	Client Meeting/Coordination		6	8	4	2		
2.02	Coordinate with Environmental Sub-consultant		2	4	4	0		
2.03	Environmental Permitting		4	8	16	0		
	Sub-Total		12	20	24	2	\$0.00	\$0.00
3.0	ENGINEERING							
3.01	Channelization		8	12	8	0		
3.02	Roadway Horizontal Alignment		4	12	10	0		
3.03	Roadway Vertical alignment		4	12	16	0		
3.04	Utility Reconnection		2	6	8	0		
3.05	Utility Conflict Resolution		4	12	10	0		
3.06	Utility Coordination		2	8	2	0		
3.07	Clear Zone Evaluation		2	10	4	0		
3.12	Storm Water Horizontal Alignment		4	12	12	0		
3.13	Storm Water Vertical Alignment		4	12	12	0		
3.16	Storm Water Analysis		30	16	16	0		
3.17	Storm Water Analysis Review		8	8	8	0		
3.18	Roadway Cross Sections		4	8	16	0		
3.19	Pedestrian Facilities Horizontal Alignment		4	16	12	0		
3.20	Pedestrian Facilities Vertical Alignment		4	12	12	0		
	Sub-Total		84	156	146	0	0	0
4.0	DRAFT DESIGN							
4.01	Plan Sheets		10	24	48	0		
4.02	Profile		2	24	48	0		
4.03	Details		4	16	16	0		
4.04	Channelization Plan		8	24	48	0		
4.05	Address WSDOT Channelization Comments		2	16	16	0		
4.06	QA/QC		24	8	8	0		
4.07	Address Client Design Comments		4	10	16	0		
4.08	Traffic Control Plans		4	16	24	0		
4.09	Address WSDOT Traffic Control Plan Comments		4	12	16	0		
4.10	Quantity Take-Offs		3	8	8	0		
4.11	Engineer's Estimate of Probable Cost		4	8	4	0		
	Sub-Total		69	166	252	0	\$0.00	\$0.00
5.0	PROJECT DOCUMENTS							
5.01	Amendments		1	2	1	1		
5.02	Special Provisions		4	24	16	4		
5.03	Bid Proposal Forms		2	6	6	1		
5.05	Exhibits		4	6	4	2		
5.06	Client Specific Division 1		2	4	4	2		
5.07	Client Specific Contract Documents		2	4	4	2		
5.08	FHWA Language		4	6	6	2		
5.09	Client Document Review		1	2	2	2		
5.10	Address Client Document Comments		2	8	8	0		
5.11	QA/QC		6	12	4	0		
5.12	Address WSDOT Review		4	12	12	0		
	Sub-Total		32	86	67	16	\$0.00	\$0.00
6.0	PROJECT BIDDING							
6.01	Advertisement for Bid		2	2	2	2		
6.02	Bidder Questions		2	8	4	0		
6.03	Pre-Bid Meeting		2	3	2	2		
6.04	Addendums		6	10	10	6		
6.05	Bid Opening		2	2	0	2		
6.06	Bid Tabulation		1	4	4	2		
6.07	Pre-Award Document Review		2	8	4	2		
6.08	Recommendation to Award		1	2	0	1		
	Sub-Total		18	39	26	17	\$0.00	\$0.00

Total Hours		253	520	546	44		
Direct Salary Cost		\$41.49	\$33.49	\$29.49	\$17.49		
OH @ 111%		\$46.13	\$37.24	\$32.79	\$19.45		
Fixed Fee @ 31		\$12.86	\$10.38	\$9.14	\$5.42		
Hourly Rate		\$100.48	\$81.11	\$71.42	\$42.36		
SUBTOTAL		\$25,422.61	\$42,176.90	\$38,996.32	\$1,863.80	\$3,500.00	\$21,700.00

R&E DIRECT SALARY SUB-TOTAL

\$108,459.63

REIMBURSABLES	Units	Unit Cost	Total
Reproduction 8.5"x11"	6000	\$0.05	\$300.00
Reproduction 24"x35"	200	\$2.00	\$400.00
Office Supplies			\$250.00
Shipping and Delivery			\$0.00
Advertisement for Bid (two publications)			\$750.00

R&E REIMBURSABLES SUB-TOTAL

\$1,700.00

GCA 6713
 Exhibit A2
 Page 9 of 14

EXHIBIT B - continued

City of Sedro-Woolley
 SR 20, Metcalf St. to SR 9/Township ST. Lane Widening and Bicycle/Pedestrian Improvements Project
 Sedro-Woolley, WA 98284

Reichhardt & Ebe Engineering, Inc.
 813 Metcalf Street
 Sedro-Woolley, WA 98284
 Phone: (360) 855-1703
 Fax: (360) 855-1164

Date: February 22, 2010

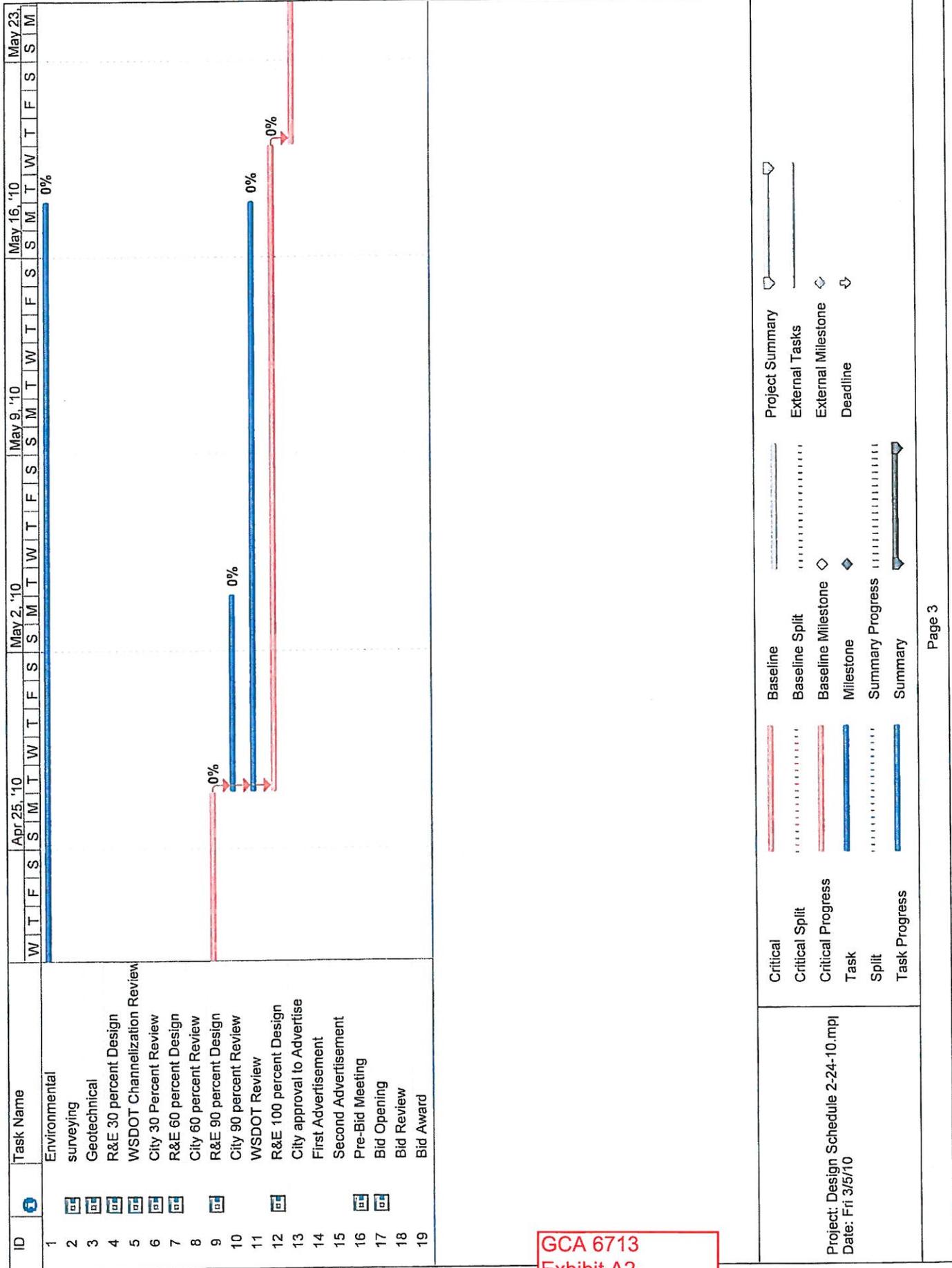
SUB-CONSULTANTS					Total
Geotechnical					\$3,500.00
Survey					\$21,700.00

SUB-CONSULTANT SUB-TOTAL

\$25,200.00

TOTAL					\$135,359.63
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GCA 6713
 Exhibit A2
 Page 10 of 14



Project: Design Schedule 2-24-10.mpl
Date: Fri 3/5/10

GCA 6713
Exhibit A2
Page 13 of 14

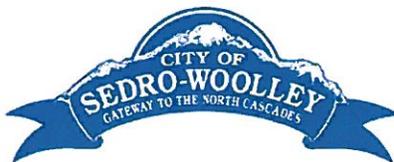
Described Work

The City of Sedro-Woolley proposed a partnership with the WSDOT to move forward with needed improvements on SR 20, Metcalf Street to SR 9/ Township Street. The project includes lane widening, re-channelization that includes bicycle/pedestrian improvements. See Exhibit B2.

WSDOT's contribution to this \$1,568,000.00 project is \$20,000.00 from "Q funds" that would have been spent on the re-stripping of this highway.

The \$20,000.00 will contribute to certain preliminary engineering design services as specified in the Professional Services Agreement No 2010-PS-06 from Riechardt & Ebe Engineering, Inc. estimate, and summarized in Exhibit A, Estimate of Costs for Work.

WSDOT's contribution to this project cannot exceed \$20,000.00.



City of Sedro-Woolley
SR20, Metcalf Street to SR9/Township Street Lane Widening &
Bicycle/Pedestrian Improvements Project
SR20 Corridor Project Phase 3

Project Description SR20 bisects the City of Sedro-Woolley east to west, carrying over 18,000 vehicles per day. SR9 bisects the City north to south, and is combined with SR20 from MP64.81 to MP 66.08. The City’s **SR20 Corridor Freight Mobility and Revitalization Plan** has identified several impediments to traffic and freight mobility on this route, including an under height and under width BNSF Trestle at MP 65.47 and sections of the roadway that are two lane between MP 65.71 and MP 65.96. This portion of the route has accident rate significantly exceeding the State Collision Rate due to traffic volume and uncontrolled access to businesses and residences in this vicinity. The proposed project is identified as Phase 3 of the overall Corridor Plan, and will match the current roadway section east and west of this segment, providing a full urban three-lane roadway with bike lanes and sidewalks. The project also includes adding sidewalks and bike lanes east and west of the lane widening to connect to existing facilities at Metcalf and at SR9/Township. The project will improve mobility along SR 20 and provide a safer roadway network for automobiles, non-motorized traffic and pedestrians.

Project Status Environmental classification work is complete. Preliminary design work has been authorized utilizing local funds, and is 30% complete. No Right of way is required for the project. The proposed schedule, assuming obligation of the ARRA Jobs Bill funds, is as follows:

TASK	START	COMPLETE
Environmental	2/1/2010	7/1/2010
Design	3/1/2011	5/31/2011
Construction	7/1/2011	11/30/2011

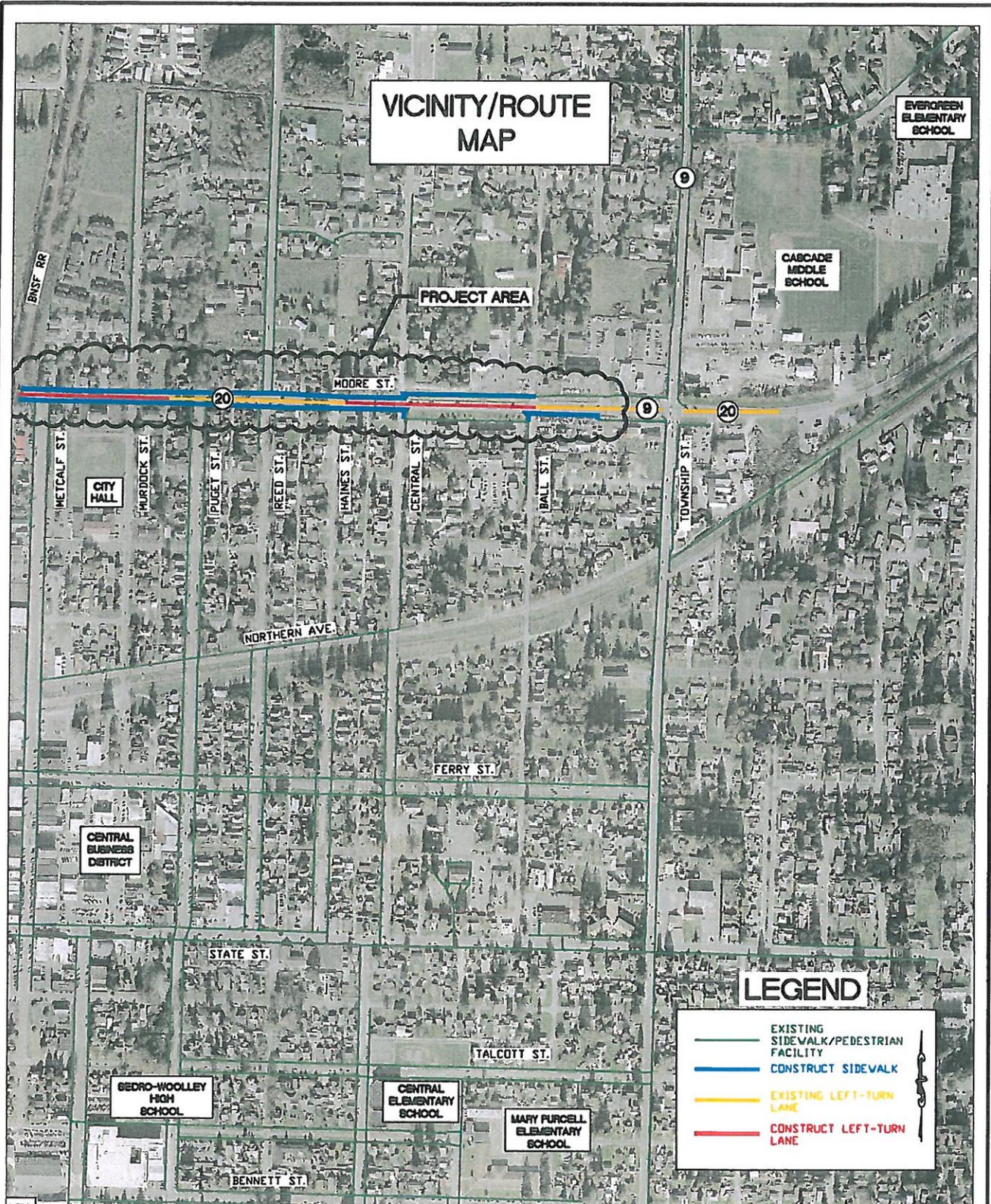
Summary of Benefits

- Supports Economic Development and job creation opportunity by providing highway access to new commercial development on the recently re-zoned commercial corridor.
- Enhances freight mobility by reducing traffic congestion.
- Reduces lost time and fuel consumption reducing by traffic congestion.
- Improves safety by allowing for vehicle refuges for turning motions.
- Completes Gap in transportation and Bicycle/Pedestrian System that will link existing facilities on Metcalf Street and the downtown core with SR9/Township Street.

Funding Status The City has committed \$217,000 in Transportation Impact Fee funding for design and construction of this facility. WSDOT has committed \$20,000 in Intersection Improvement funds for the lane widening. No Right of Way is required for this project.

Funding Source	Contributions (\$ thousands)
City of Sedro-Woolley TIF	217
WSDOT Q Funds	20
TIB UAP	1,331
Total Funding	1,568

Project Lead City of Sedro-Woolley, WA

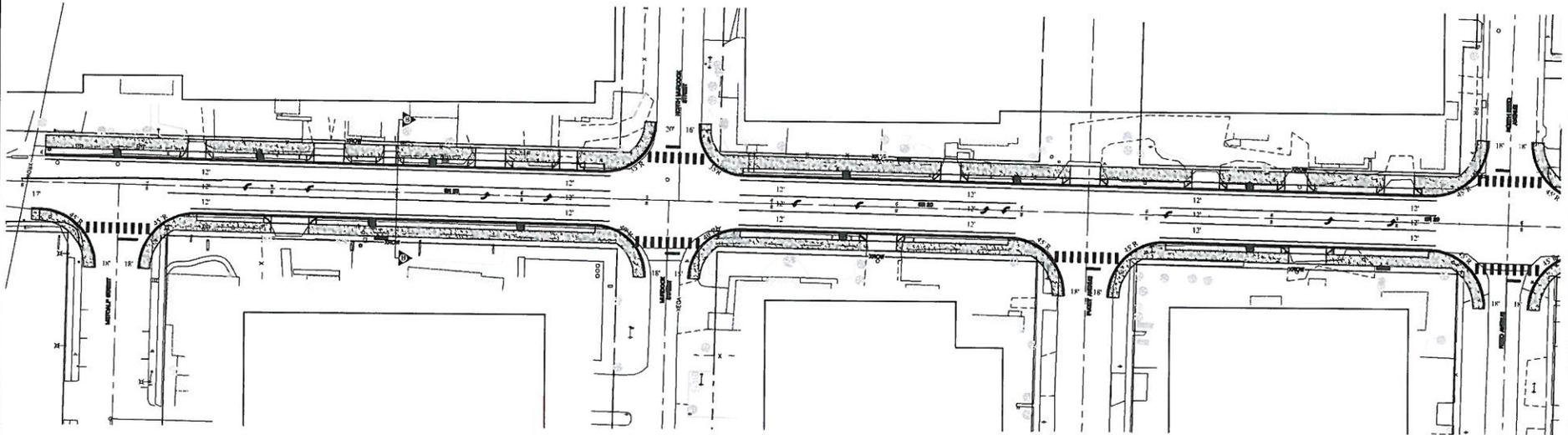
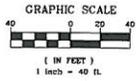


REICHHARDT & EBE
 ENGINEERING, INC.
 813 Metcalf Street, Sedro-Woolley, WA 98284
 Phone 360-855-1713 FAX 360-855-1164

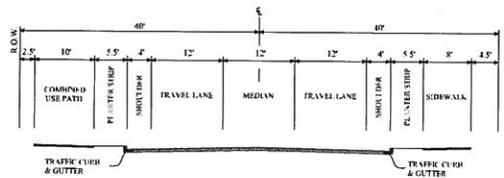
**SR20, METCALF STREET TO
 SR9/TOWNSHIP STREET LANE WIDENING AND
 BICYCLE/PEDESTRIAN IMPROVEMENTS**

2/15/10

09022



OPTION B (COMBINED USE PATH ON NORTH SIDE)



TYPICAL SECTION STA: 9+00
 SCALE: 1/4"

PRELIMINARY

DESIGNED BY
 CRH
 DRAWN BY
 CRH
 CHECKED BY
 JH



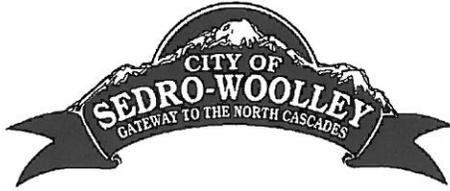
REICHARDT & EBE
 ENGINEERING, INC.
 CONSULTING ENGINEERS
 813 Metcalf Street
 Sedro-Woolley, Washington 98284
 Ph: (360) 855-1713
 Fax: (360) 855-1154

R3	-	-	-
R2	-	-	-
R1	-	-	-
NO.	DATE	DESCRIPTION	BY

CITY OF SEDRO-WOOLLEY, WA
 325 METCALF STREET
 SEDRO-WOOLLEY, WA

SR 20 METCALF TO TOWNSHIP
 WIDENING PROJECT
 SEDRO-WOOLLEY, WA

AREA / DWG	EXHIBIT B	DATE
09022.2		1/6/11
SCALE		SHEET
1" = 40'	n/a	1 of 1



CITY COUNCIL AGENDA
REGULAR MEETING

CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building

325 Metcalf Street

Sedro-Woolley, WA 98284

Phone (360) 855-0771

Fax (360) 855-0733

MAR 23 2011

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

Dean Klinger
Fire Chief

MEMO TO: City Council and Mayor Mike Anderson

FROM: Dean Klinger, Fire Chief

RE: **Final Acceptance
Fire Station 2**

DATE: March 18, 2011 (for Council review March 23, 2011)

ISSUE

Should Council approve final acceptance effective March 23, 2011 of Fire Station No. 2 as constructed by Franklin Corporation of Ferndale, WA in the amount of \$1,551,375.93 (including sales tax)?

BACKGROUND/DISCUSSION

The contract was awarded on May 26, 2010, and work commenced on June 9, 2010. Substantial completion was granted on March 9, 2011.

Contract close out is in progress. We will file the Notice of Completion documents with Washington Department of Labor & Industries, the Department of Revenue and Employment Security after council acceptance. Once clearance is received from these agencies, Franklin's Retainage Bond will be released. There are a few civil punchlist/warranty items to be completed at the site, which we anticipate will be completed prior to retention release.

FINANCIAL

Funds for this project were from a grant from FEMA totaling \$1,450,660.00 and the balance from REET funds.

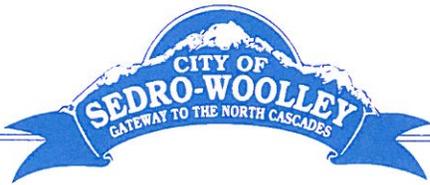
Funds were expended from Account 330-000-082-596-21-62-00 Construction – Fire Station 2 Construction.

MOTION:

Move final acceptance effective March 23, 2011 of Fire Station No. 2 as constructed by Franklin Corporation of Ferndale, WA in the amount of \$1,551,375.93 (including sales tax).

MAR 23 2011

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



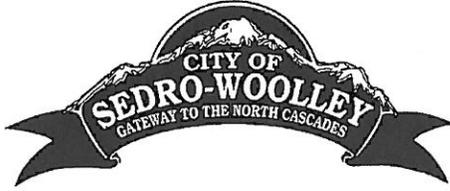
SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

UNFINISHED
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Community Center Cleaning ordinance (**second reading**)
DATE: March 23, 2011

ISSUE: Should the Council adopt the attached ordinance creating a non-refundable cleaning fee for using the community center and reducing the damage deposit?

BACKGROUND: This is presented to the Council in an effort to make the City's Community Center more usable for rental events. Currently, renters are responsible for cleaning but there is no inspection and final touch-up cleaning between events. Fairly regularly renters find the Community Center in less than desirable condition which impacts their planned event and reduces the desirability of the facility.

The proposed ordinance reduces the damage deposit by half and adds a non-refundable cleaning fee (\$200.00 if the event includes alcohol or dancing; \$100.00 for all others). This fee assumes the renter will still clean the facility and leave it in "broom swept" condition with the garbage empty. Cleaning instructions will be provided with the rental agreement – any cleaning in excess of the non-refundable fees charged will result in a \$50.00 per hour charge (the city's actual cost for overtime cleaning by a parks department employee). The Mayor will have the authority to waive the non-refundable cleaning fee for community events with a solid track record of proper cleaning following their events.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance creating a non-refundable cleaning fee and reducing the damage deposit for the community center.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO REQUIRE USERS TO PAY FOR REGULAR CLEANING OF THE FACILITY

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, SWMC 12.36.030 establishes the amount of security deposits for using the community center; and

Whereas, the city has experienced an increase in the number of complaints from users of the community center about the condition of the community center at the time of their rental; and

Whereas, the Council desires to decrease the amount of the security deposits and create new non-refundable cleaning fee for the use of the community center; now therefore,

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

Section 1. SWMC 12.36.030 is amended to read as follows:

12.36.030 Community center facility.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the city-owned community center:

A. Permitted Uses. The community center will be used for social functions such as parties, class reunions, wedding receptions and other similar activities. No retail sales or other profit-making activities shall be permitted unless they are carried out by a nonprofit organization. This organization must show proof that it has nonprofit status. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The community center and buildings may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made in person at the city ~~clerk-treasurer~~ finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date.

C. Rental Fees. Rental fees for the use of the community center are as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$100.00	\$250.00	\$25.00

Friday through Sunday	150.00	300.00	25.00
-----------------------	--------	--------	-------

If alcoholic beverages, live music, or dancing are to be provided at the community center, the fees will be as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$250.00	\$400.00	\$25.00
Friday through Sunday	300.00	500.00	25.00

An additional fee of twenty-five dollars will be charged for the use of the kitchen facilities. Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment In-Kind. Upon the prior approval of the city council, the city may accept rental payments from community groups through in-kind contributions to the city including, but not limited to, improvements to the community center or other city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

Community Group Eligibility. To be eligible to receive the rates for community groups (Rate table under this section), the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the city of Sedro-Woolley. Such decision shall be final.

Definitions:

(1) "Community groups" means those civic organizations located within the city of Sedro-Woolley.

(2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

(3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

D. Time Limits. Persons or groups using the community center must be out of the premises as follows:

Sunday through Thursday	11:00 p.m.
Friday through Sunday	12:00

	midnight
--	----------

E. Security Deposit. After use of the community center, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the reservation shall be liable for any cost of cleanup and repair. A security deposit must be paid no less than three days prior to the event, in the sum of the greater of:

1. ~~Two~~ one thousand dollars if alcohol is served or permitted;
2. ~~Two~~ one thousand dollars if dancing or live music is permitted; or
3. One hundred dollars if alcohol, dancing and music are not permitted.

This deposit may be in the form of cash ~~or an approved surety bond given to the city clerk~~. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the community center as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the community center or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

F. Non-refundable cleaning fee. A non-refundable cleaning fee shall be charged as follows:

1. If alcohol, dancing or live music are permitted, a cleaning fee of 200.00.
2. For all other uses, a cleaning fee of \$100.00.
3. For community groups, the cleaning fee may be waived by the mayor upon a showing that the community group has a track record of cleaning

Renter is responsible for leaving the facility in clean, broom swept condition, with garbage removed as indicated in the rental agreement. Any additional cleaning in excess of the minimum amounts charged above, shall be billed to the renter in the amount of \$50.00 per hour.

F G. Key. All community center keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G H. Security/Facility Monitor.

1. For any event in which alcoholic beverages, live music or dancing are to be allowed or provided, the user must pay an additional fee of twenty-five dollars for each hour of use (minimum of four hours); includes all time from set-up to cleaning. This fee shall be paid to the city at least three days prior to the event, based upon the anticipated hours of use as determined by the mayor or designee and will not be refunded once the use commences. Additional charges for use beyond the amount paid for in advance will be assessed at a rate of fifty dollars per hour; no refunds will be given for use that is less than the amount paid for in advance.

2. The mayor may, in his/her reasonable discretion, require the user to pay an additional fee equal to the hourly cost of overtime pay plus benefits and assessments for two police officers, for each hour of anticipated use (for a minimum of four hours each), as determined by the mayor or his designee. This fee shall be paid to the city at least three

days prior to the event, and will not be refunded once the use commences, regardless of the actual hours of use.

3. The police chief or designee and the facility monitor shall have the authority to terminate use privileges at any time for good cause. "Good cause" shall include the existence of any condition which threatens the safety of life or property. In such event, no portion of the fee shall be refunded. Any user whose privileges are terminated under this provision shall be barred from renting the facility for a period of ten years following the termination.

H I. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the community center, and incorporate the same into the agreement to be signed by the user.

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

Section 3. 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 _____, 2011, and signed in authentication of its passage this ____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

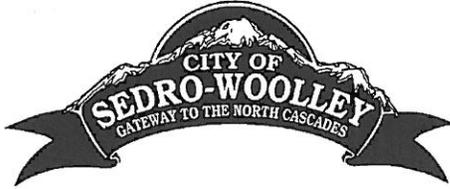
Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: March 9, 2011
Second Reading by City Council: March 23, 2011
Approval by City Council:
Published:

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011



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: Senior Center rental ordinance (**second reading**)
DATE: March 23, 2011

ISSUE: Should the Council adopt the attached ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building?

BACKGROUND: The Senior Center has been made available in the past. However, neither the City's code nor its contract with Skagit County allow for the facility to be rented out for private or community group use. This ordinance is presented to allow for the use of the facility in a manner that will not conflict with the primary use (senior center) and will be auditable, fair, and accountable to the taxpayers.

This proposal limits uses to community meetings, classes and other similar uses. No private parties, reunions, birthdays, retail sales, etc., are proposed. Reservations require two steps: first, approval from the senior center coordinator and second, reservations at City Hall with the payment of the rental fee. Rent is proposed to be comparable, but less, than the community center and is detailed on page two of the ordinance.

Finally, this draft ordinance places 100% of the rental proceeds into Fund 303 (Facilities Maintenance Reserve Fund) which will allow the proceeds to be used to maintain and improve this building and others as the Council so desires.

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance establishing a process and setting fees for the rental of the Sedro-Woolley Senior Center Building.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 12.36 TO ALLOW FOR THE USE AND RENTAL OF THE CITY'S SENIOR CENTER BUILDING

Whereas, SWMC 12.36 establishes rules and regulations for the use of City parks and sets fees for use of the City's parks and facilities, and

Whereas, the Sedro-Woolley Senior Center Building is a city owned building that is primarily for the use of the senior center and related senior oriented activities; and

Whereas, the Council desires to allow for the public use and enjoyment of the Senior Center Building while also establishing certain rules and regulations for its use to balance its use with the primary use; and

Whereas, the Council desires to establish a rental fee for the use of the Senior Center Building to cover the costs of utilities, routine cleaning and long-term maintenance of the facility, now therefore,

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

Section 1. A new section is added to SWMC 12.36 as follows:

SWMC 12.36. ____ . Sedro-Woolley Senior Center Building.

In addition to the rules that shall apply to the use of city parks, the following regulations shall apply to the use of the Sedro-Woolley Senior Center Building:

A. Permitted Uses. The Sedro-Woolley Senior Center Building will be primarily used for the operation of the Sedro-Woolley Senior Center and related senior oriented functions. Private parties, residents and community groups may rent portions of the Sedro-Woolley Senior Center Building for community meetings, classes and other similar activities on a space available basis and upon approval of the Senior Center Coordinator. No retail sales shall be permitted. No alcoholic beverages shall be permitted. The kitchen facility is not available for rental use. Any activity not mentioned above will require city council approval. The city reserves the right to deny usage to any person or organization.

B. Reservations. The Sedro-Woolley Senior Center Building may be reserved for the periodic and temporary use of the residents and groups within the city. Reservations must be made in person at the city finance director's office, where a calendar of such reservations will be maintained. Reservations may be made up to one year in advance of the reserved date. No reservation shall be made without first coordinating with and receiving the written approval of the Senior Center Coordinator. In most cases, reservations will be allowed for rental periods of less than a full day; the

reservation shall indicate the approved rental period which is not to exceed eighteen hours.

C. Rental Fees. Rental fees for the use of the Sedro-Woolley Senior Center Building are as follows:

	Resident	All Others	Community Group
Monday through Thursday	\$50.00	\$200.00	\$25.00
Friday through Sunday	\$100.00	\$250.00	\$25.00

Rental fees must be paid at the time the reservation is made. If the reservation is not canceled at least sixty days before the reservation date, it will not be refunded.

Payment In-Kind. Upon the prior approval of the city council, the city may accept rental payments from community groups through in-kind contributions to the city including, but not limited to, improvements to city-owned facilities. This section is intended, for example, to allow the Sedro-Woolley Rotary Club to establish a rental credit in the amount of the value of an improvement to a city-owned facility.

Community Group Eligibility. To be eligible to receive the rates for community groups (Rate table under this section), the person, group or organization must submit a request to and receive approval from the mayor or designee. To approve the reduced rate, the mayor or designee shall find that the group meets the definition of a community group and that the event provides a benefit to the citizens of the city of Sedro-Woolley. Such decision shall be final.

Definitions:

(1) "Community groups" means those civic organizations located within the city of Sedro-Woolley.

(2) "Resident" means a person who resides within the corporate limits of the city of Sedro-Woolley, a property owner as shown on the Skagit County assessor's rolls who owns real estate within the corporate limits of the city of Sedro-Woolley or a business that includes a permanent physical location within the corporate limits of the city of Sedro-Woolley.

(3) "All others" means any person, group or organization that does not categorically fall unto any other definition herein.

D. Security Deposit. After use of the Sedro-Woolley Senior Center Building, it must be cleaned up and restored to the city in the same condition as found by the user. The person renting the facility shall be liable for any cost of cleanup and repair. A security deposit must be paid no less than three days prior to the event, in the sum of one hundred dollars.

This deposit may be in the form of cash. All or a portion of this deposit may be retained if the premises is not cleaned and restored to its original condition or if there is any damage to the premises, furnishings, or exterior premises. This remedy is cumulative, and in addition to any other remedy or cause of action provided by law or agreement. Each group shall have the use of the Sedro-Woolley Senior Center Building as long as they conduct their activities in a lawful manner either inside or outside the building, so as to not interfere with neighboring property owners. The city shall have the right to revoke all privileges if warranted by complaints of excessive noise or any other valid complaint. Complaints against any user of the facility or violation of any city ordinance shall be grounds for forfeiture of privileges and forfeiture of security and damage deposit.

E. Key. All facility keys shall be returned no later than noon of the next working day following its use. Any user not returning a key will be charged the actual cost of rekeying the building and replacing all keys.

G. Additional Rules and Regulations. In addition to the foregoing, the mayor or his/her designee may make additional rules and regulations for the use of the Sedro-Woolley Senior Center Building, and incorporate the same into the agreement to be signed by the user.

Section 2. A new section in Chapter 12.36 shall be created as follows:

One hundred percent (100%) of the revenue generated from the rental of the Sedro-Woolley Senior Center Building shall be deposited into the City's Facilities Maintenance Reserve Fund (Fund 303).

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 _____, 2011, and signed in authentication of its passage this ____ day of _____, 2011.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

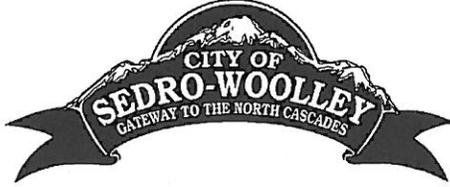
Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: March 9, 2011
Second Reading by City Council: March 23, 2011
Approval by City Council:
Published:

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building
AGENDA NO. 7

CITY OF SEDRO-WOOLLEY

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: Ambulance ordinance
DATE: March 23, 2011

ISSUE: Should the Council adopt the attached ordinance establishing an ambulance utility and regulations for the provision of ALS, ILS and BLS transport services within the City's limits?

BACKGROUND: This item was first considered by the Sedro-Woolley City Council Public Safety Committee in 2004. At that time, the committee decided not to advance the issue to the full council; I understand that the basis for that decision was an interest in avoiding the county-wide politics surrounding the volatile issues of the day. Those issues have been resolved and the Skagit County EMS Commission (formed by Skagit County) operated an ALS/BLS (advanced life support/basic life support) transport service until recently when the Central Valley Ambulance Authority (CVAA) was created and its authority was vested in a board of fire chiefs and commissioners selected by the Skagit County Commissioners.

The EMS Commission distributes EMS Levy money to the CVAA and the other two providers in Skagit County today (City of Anacortes and Aero Skagit). There have been recent discussions about utilizing city fire departments to provide BLS transport services, as well as the possibility of transferring CVAA service area and duties for ALS transport services to other providers (possibly the City of Mount Vernon and United General Hospital). These are all early discussions.

The draft ordinance which is attached for your consideration and potential action creates a City Ambulance Utility, establishes it as the exclusive provider of services within the City's limits and creates new procedures for licensing and regulating other providers that may wish to serve the City of Sedro-Woolley. As the SWFD is not equipped to provide ALS or ILS services, I would expect that we would negotiate a contract with the CVAA to allow it to continue to provide service within the City's limits. At some point, if it makes sense for the SWFD and is deemed in the best interests of our residents, the SWFD may begin providing BLS transport services.

This revision from your last meeting includes changes to the findings, removal of the license fee for private providers (due to conflict with state law), and the capacity for the fire chief to

delegate some of his authority/responsibility to another entity (such as the EMS Commission Manager).

RECOMMENDATION: Motion to adopt Ordinance _____, an ordinance establishing an ambulance utility and regulations for the provision of ALS, ILS and BLS services within the City's limits.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY,
WASHINGTON, ESTABLISHING THE CITY AMBULANCE SERVICE
UTILITY AND RELATED REGULATIONS**

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

SECTION 1. Chapter 8.40.010 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.010 Findings.

The City of Sedro-Woolley (“City”) makes the following findings.

The City is an optional municipal code city, organized under Title 35A RCW, with all powers possible for a city or town to have under the Constitution and laws of the State.

The City has been required over its history to provide a complete range of municipal services to City residents, as well as providing services to its neighboring community. The services long provided by the City include fire, emergency medical services, and other emergency responses. As part of its services to the community, the City has, pursuant to RCW 35.21.766 and other authority, established and maintained a system of basic life support services. The provision of emergency medical services is a basic governmental program, necessary to meet the objective of providing for the public health and safety.

The City is not adequately served by existing private Ambulance service, and has not been for many years. In recent years, significant concerns have arisen regarding the delivery of emergency medical services in Skagit County, and more particularly in Sedro-Woolley. While the public ambulance service operated by the Central Valley Ambulance Authority (CVAA) provides good patient care and service within Sedro-Woolley, significant concerns regarding the CVAA’s fiscal condition exist. To maintain quality service to the community, it is necessary to establish the City’s Ambulance Service, as a governmental function of the City, which shall be operated as a utility of the City. In order to achieve the economy of scale to justify a standing force of trained emergency medical personnel, it is further necessary to establish the City Ambulance Service as the emergency medical service provider to provide service for all emergencies occurring within the City. Further, it is necessary to establish regulatory standards for the provision of ALS and BLS Ambulance Service.

The City has, in the past, supported County-wide efforts for EMS funding. Current EMS funding for Ambulance Service is derived from fees and charges, as well as

contracts for receipt of proceeds of an EMS levy paid by City and County residents. The source of EMS funding may vary from year to year, and a stable and secure financial structure is necessary for Ambulance Services to be maintained.

The provision of emergency medical services can not be continued without adequate funding; there are no assurances regarding funding sources and the City may in the future increase rates, provide for fees (including taxes), and take other means to support the Ambulance Service.

SECTION 2. Chapter 8.40.020 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.020 Definition of Terms.

A. The words and phrases set forth herein with the initial capitalization shall have the respective meanings ascribed to such words and phrases in the Findings hereto and in this Chapter, unless the context clearly requires otherwise:

1. “Advanced life support” or “ALS” means invasive emergency medical services requiring advanced medical treatment skills as defined in chapter 18.71 RCW.
2. “Ambulance” means a ground, air or water vehicle designed and used to transport patients and to provide personnel, facilities and equipment to treat patients before and during transportation.
3. “Basic life support” or “BLS” means noninvasive emergency medical services requiring basic medical treatment skills as defined in chapter 18.73 RCW.
4. “City” means the City of Sedro-Woolley, Washington.
5. “City Ambulance Service” means the BLS, ILS, and or ALS ambulance transport service operated by, or under contract with the City of Sedro-Woolley.
6. “County” means Skagit County, Washington.
7. “Emergency” means a situation or patient condition (a) in which either of the following procedures is performed: administration of a drug (except oxygen) or initiation of an intravenous line; (b) which a person requesting ambulance assistance indicates requires immediate response by medically trained personnel; or, (c) which an EMT would assess, in the interest of good patient care, as requiring the assistance of at least a paramedic certified pursuant to RCW 18.71 and regulations promulgated thereunder.

8. “Emergency medical service” or “EMS” means medical treatment and care that may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.
9. “Emergency medical technician” or “EMT” means a person who is certified as such by the Secretary, pursuant to chapter 18.73 RCW and regulations promulgated thereunder.
10. “Finance Director” means the City finance director or his/her duly authorized designee.
11. “Fire Chief” means the City fire chief or his/her duly authorized designee.
12. “Fire Department” means the fire department of the City of Sedro-Woolley, Washington.
13. “ILS” means intermediate life support as identified in WAC 246-976-010.
14. “Medical Program Director” means the person who is the approved medical program director for Skagit County, as defined by RCW 18.71.205.
15. “Mutual Aid” refers to situations in which a licensed basic, intermediate, or advanced life support ambulance service is required, as determined by the Fire Department, to make ambulances, personnel and equipment under the City’s direction available for basic or advanced life support response to other jurisdictions.
16. “Patient” means a person who is ill, injured, or otherwise incapacitated or helpless, and in need of, or receiving, medical treatment, including trauma care.
17. “Person” means any individual, corporation, political subdivision of the state of Washington, municipal corporation, quasi-municipal corporation, company, firm, joint stock company, co-partnership, joint venture, trust, business trust, club, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, or any receiver, administrator, executor, assignee, or trustee in bankruptcy.

18. "Police Chief" means the City police chief or his/her duly authorized designee.
19. "Secretary" means the Secretary of the Department of Health of the State of Washington.
20. "Skagit Emergency Communications" means the Skagit 911 Center.

SECTION 3. Chapter 8.40.030 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.030 Title, Sex.

A. All references to the Finance Director, Medical Program Director, Secretary, Police Chief, and/or Fire Chief shall include their respective designees.

B. Any reference to or use of the terms "he," "she," "him," "her," or other sex based classification, if applicable as shown by the context thereof, shall also apply to the other sex.

SECTION 4. Chapter 8.40.040 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.040 Purpose.

A. The city council declares it to be in the public interest, and for the protection of the health, safety and welfare of the residents of the city and its environs to provide for the highest level of emergency medical services reasonably practicable. The city council finds it to be in the public interest to provide for the inspection, regulation and control of emergency medical services to achieve high standards and thereby to eliminate inadequate, improper and harmful practices that may endanger the health and safety of the people.

B. The city council hereby finds and declares that the City of Sedro-Woolley is not adequately served by existing private Ambulance Service. Accordingly, pursuant to RCW 35.21.766, the City hereby establishes the City Ambulance Service for the use and for the health, safety, and welfare of all City residents and visitors to be operated as a public utility of the City.

C. It is expressly the purpose of this chapter to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

D. It is the specific intent of this chapter that no provision nor any term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, employees, agents, or volunteers, for whom the implementation and enforcement of this chapter shall be discretionary and not mandatory.

E. Nothing contained in this chapter is intended nor shall be construed to create or form the basis of any liability on the part of the city, or its officers, employees, volunteers, or agents, for any injury or damage resulting from any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees, volunteers or agents.

AUTHORITY AND ADMINISTRATION

SECTION 5. Chapter 8.40.050 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.050 Authority.

The provisions of this chapter constitute an exercise of the City's police power to promote the public health, safety and welfare of all City residents and visitors, and its provisions shall be liberally construed for the accomplishment of that purpose.

SECTION 6. Chapter 8.40.060 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.060 Operation and Administration.

A. The city council shall be the governing body of the City Ambulance Service utility.

B. The City Ambulance Service shall be operated and administered by the Mayor and/or the City Supervisor, through the Fire Chief as set forth herein to ensure care is provided in the best interest of the patient. The City Ambulance Service shall be operated and administered in accordance with (1) state law, regulations of the State Department of Health, and procedures adopted thereunder, including, but not limited to, chapters 18.71, 18.73 and 70.168 RCW, and chapter 246-976 WAC; and (2) federal law.

C. The Medical Program Director shall be responsible for the provisions of patient care quality and treatment protocols.

SECTION 7. Chapter 8.40.070 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.070 Fire Chief – Duties.

A. The Fire Chief, through the Fire Department, shall oversee and superintend the operation and administration of the City Ambulance Service.

B. The Fire Chief shall be vested with the authority to promulgate, revise, or rescind such reasonable rules and regulations as may be necessary or appropriate to administer the provisions of this Chapter, as well as the operation and administration of the City Ambulance Service.

C. The Fire Chief shall make such regular inspections as the Fire Chief deems necessary, and shall make such reports relative to conditions existing at such times and in such manner as the Mayor or City Supervisor may direct.

D. The Fire Chief may delegate his authority and responsibility for the licensing and regulating of private ambulance operators within the City as he deems appropriate.

SECTION 8. Chapter 8.40.080 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.080 Finance Director - Duties.

The Finance Director shall keep a system of accounts of revenues and disbursements of the City Ambulance Service as prescribed by the State Auditor, all as required by law.

OPERATION AND FUNDING

SECTION 9. Chapter 8.40.090 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.090 Additions, Betterments, Purchases – Compliance with Capital Facilities Plan.

Additions, betterments and purchases to and for the City Ambulance Service shall be made in accordance with the City's Capital Facilities Plan as the same now exists or as it may hereafter be amended.

SECTION 10. Chapter 8.40.100 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.100 Additions, Betterments, Purchases – Financing.

The cost of making additions, betterments or purchases to and for the Ambulance Service shall be paid from such sources and by such means as the City from time to time may direct, in accordance with RCW 35A.80.010, and other laws of the state as the same now exist or as they may hereafter be amended.

SECTION 11. Chapter 8.40.110 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.110 Ambulance Service Fund.

A. There shall be created and established in the office of the Finance Director a special fund, to be known and designated as the “Ambulance Service Fund.” There shall be deposited in the Ambulance Service Fund: (1) all revenues collected pursuant to the Ambulance Service Fees set forth in Section 8.40.120 herein; (2) all revenues collected pursuant to any contract and/or agreement to provide all or a portion of the Ambulance Service; (3) appropriations from the City, the County, State and federal government; and, (4) such other funds as may be received for the use of the Ambulance Service. The Ambulance Service Fund shall be administered in accordance with the laws of the State.

B. Assistance of a form other than funds shall be accounted for in accordance with state law, applicable regulations of the state auditor, and in accordance with RCW 36.32.470.

SECTION 12. Chapter 8.40.120 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.120 Ambulance Service Fees.

Fees for users of the City Ambulance Service (“Ambulance Service Fees”) shall be fixed from time to time by resolution of the City Council.

SECTION 13. Chapter 8.40.130 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.130 Use of Ambulance Service Fees.

All proceeds derived from the Ambulance Service Fees in Section 8.40.120 herein shall be used solely for the operation, maintenance, and capital needs of the City Ambulance Service.

SECTION 14. Chapter 8.40.140 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.140 Billing of Ambulance Service Fees.

Each patient who utilizes the City Ambulance Service shall be billed by the City in accordance with the Ambulance Service Fees immediately after the provision of the Ambulance Service. The Finance Director shall establish a procedure to bill and collect City Ambulance Service Fees for the Ambulance Services rendered. Under the

procedure, the City may elect to bill the patient directly or bill the patient's insurance company, and if the patient's insurance does not cover all of the cost of the ambulance service, bill the remaining balance to the patient directly. The City may contract with a public or private entity to bill and collect the City Ambulance Service Fees.

SECTION 15. Chapter 8.40.150 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.150 Civil Enforcement.

The City Ambulance Service Fees imposed by this chapter may be collected by appropriate civil action instituted by the city attorney for that purpose.

SECTION 16. Chapter 8.40.160 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.160 Fee Determination Criteria.

Ambulance Service Fees shall be set at a level to cover the actual costs incurred by the City in operating the City Ambulance Service. It is the intent of the City that Ambulance Service Fees shall be charged in exchange for targeted Ambulance Service that alleviates the burden placed on such service by its users. In classifying customers served, or ALS, ILS or BLS Ambulance Service, the City may, in its discretion, consider any or all of the following factors: the difference in cost of service to various customers; the location of the various customers within the City; the difference of cost of maintenance, operation, repair and replacement of the various parts of the City Ambulance Service; the different character of service furnished various customers; and any other criteria or matters which constitute a reasonable ground for distinction.

SECTION 17. Chapter 8.40.170 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.170 Amendment of Ambulance Service Fees.

The City Ambulance Service Fees provided in Section 8.40.120 herein may be amended from time to time in the discretion of the City Council as financial requirements for the City Ambulance Service may dictate, and such amended fees shall apply to and be binding upon users of the City Ambulance Service; provided that, such fees shall be uniform for the same class of users of the City Ambulance Service.

SECTION 18. Chapter 8.40.180 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.180 Compliance with Medicare and Medicaid Requirements.

This chapter and the City Ambulance Service Fees hereunder shall be construed and implemented in a manner consistent with applicable Medicare and Medicaid requirements. If any part of this chapter is found to conflict with Medicare and Medicaid requirements, the conflicting part of this chapter shall be inoperative to the extent of the conflict and such finding or determination shall not affect the operation of the remainder of this chapter.

SECTION 19. Chapter 8.40.190 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.190 Additional Funding.

To the extent permitted under the Washington Constitution and the laws of the State of Washington (including, but not limited to, RCW 35.21.768 and RCW 84.52.069, as may be amended), the City may adopt ordinances for the levy and collection of taxes or other charges and/or fees for the sole purpose of paying the costs for the operation, maintenance and capital needs of the Ambulance Service.

SECTION 20. Chapter 8.40.200 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.200 County-Wide Ambulance Service.

The City may contract with the County and/or a public corporation formed pursuant to under RCW 35.21.730 et. seq., for the provision of all or a portion of ALS, ILS and/or BLS Ambulance Service within the City's jurisdictional limits on such terms and conditions agreed upon by the City and the County and/or public corporation.

LICENSING

SECTION 21. Chapter 8.40.210 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.210 Applicability.

All ALS, ILS and BLS Ambulance Service involving the provision of emergency medical services to Emergencies occurring within the City shall be provided within the City limits by the Fire Department in accordance with the provisions of this chapter; provided that, this provision shall not be applicable to medical services provided by any public hospital district for inter-facility patient transport.

SECTION 22. Chapter 8.40.220 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.220 License Required – Application.

- A. It shall be unlawful for any person (other than the Fire Department) to

1. Operate or cause to be operated within the City limits an Ambulance Service without first being issued a license therefore by the City.
2. Operate or cause to be operated an Ambulance Service within the City limits, except as provided in Section 8.40.310 SWMC.

B. In the event the City elects to enter into a contract with an Ambulance Service, an Ambulance Service license may be obtained by applying therefore at the office of the Finance Director on forms provided. The Finance Director, subject to a review and approval from the Fire Chief, is responsible for issuing, denying, revoking, renewing, suspending and canceling ambulance licenses to operate an Ambulance Service within the City.

C. Each Ambulance Service license issued by the Finance Director shall be valid for the period of one year. The license year shall be from January 1st to December 31st of each year.

D. The Finance Director shall not issue such license unless the applicant has fulfilled all requirements of this chapter.

E. No person shall operate an Ambulance Service within the City unless there is on file with the Finance Director proof that the required license/licenses have been obtained from the Secretary as required by state law, including, but not limited to, chapter 18.73 RCW and chapter 246-976 WAC, as now or hereafter amended.

F. To the extent not inconsistent with other provisions of this Chapter, the provisions of Title 5 of the Sedro-Woolley Municipal Code, regarding the general issuance of City licenses, shall also be applicable to Ambulance service providers.

SECTION 23. Chapter 8.40.230 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.230 Standards for License.

A. All applicants for an Ambulance service license shall be appropriately certified by the Secretary, and be in good standing pursuant to chapter 18.73 RCW and regulations promulgated thereunder. Upon receiving an application and fee, the Finance Director shall forward the application to the Fire Chief for review and recommendation for approval or denial. No license shall be issued unless the Fire Chief is satisfied, pursuant to policies duly adopted, that (1) the applicant is properly certified by the State; (2) the applicant's facilities, ambulances, and equipment meet State standards; (3) employees of the applicant are certified and in good standing; (4) evidence from the applicant including, if requested by the City, a record check of the applicant and its employees, shows no criminal convictions for offenses having a direct adverse

relationship to custody of incapacitated persons, custody of narcotic or controlled substances, or safe driving of emergency vehicles, as required by the Fire Chief; and, (5) the applicant is otherwise in good standing and capable of performing Ambulance Service.

B. Upon written recommendation of approval of the application by the Fire Chief, the Finance Director is authorized to issue an Ambulance Service license. All equipment proposed for use shall be subjected to random inspection by the Fire Chief or his/her designee, who shall determine whether said records and equipment conform to all requirements of this chapter. It shall be the responsibility of the licensee to immediately notify the Finance Director in writing of any change in any of the information required on the application.

C. Applicant shall obtain and at all times maintain in full force the following insurance in amounts determined by the City Attorney: (1) comprehensive general liability; (2) automobile liability for all vehicles; and, (3) professional liability. Applicant shall provide an insurance certificate to this effect, naming the City as an additional insured as to (1) and (2), above. Such policies shall also provide for prompt advance notice to the City of intended cancellation of coverage. Applicant shall also agree to indemnify, defend and hold the City harmless from any causes of action arising from the operation of the Ambulance Service. No person shall operate an Ambulance Service within the City unless there is on file with the Finance Director satisfactory proof that the required insurance is in effect as required herein. An Ambulance Service operated by a political subdivision of the state, or by a municipal corporation, or quasi-municipal corporation, may elect to be a self-insurer; provided that the City Attorney is satisfied with the adequacy of the self-insurance.

SECTION 24. Chapter 8.40.240 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.240 License Not Transferable.

No Ambulance Service license issued under the provisions of this Chapter 8.40 shall be transferable or assignable.

SECTION 25. Chapter 8.40.250 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.250 Ambulance Personnel.

No Ambulance shall be operated as such without at least two persons. Such personnel shall not have been convicted of offense having a direct relationship to custody of incapacitated persons, custody of narcotic or controlled substances, or safe driving of emergency vehicles and shall hold a valid Washington State driver's license. An ALS ambulance shall be staffed by at least one paramedic and one EMT-B (or higher level certification). An ILS ambulance shall be staffed by at least one ILS certified EMT (or

higher level certification), and one EMT-B (or higher level certification). A BLS ambulance shall be staffed by at least 2 EMT's (or higher level certification).

SECTION 26. Chapter 8.40.260 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.260 Ambulances and Equipment.

A. Ambulances shall be maintained and inspected pursuant to requirements from time to time adopted by the Secretary. All licensees shall provide the Fire Department with copies of reports of inspection submitted to the Secretary pursuant to RCW 18.73.145.

B. All ambulances and equipment storage and cleaning areas are subject to inspection by the Fire Department, at reasonable times, to ensure that they are maintained in a clean and functional state. Disinfection or chemical sterilization of reusable equipment must meet guidelines established by the National Center for Disease Control.

C. Licensees shall take immediate action to eliminate any unsanitary condition when becoming aware of it and shall immediately correct any situation about which the Fire Chief or the Secretary has delivered written notice. Failure to immediately correct any such situation may result in license suspension or revocation.

D. Ambulances shall not be used without the minimum equipment prescribed by the Secretary and Fire Department. In the event any variance from requirements is granted by the State, a licensee must apply for and obtain a similar such variance from the Fire Department.

SECTION 27. Chapter 8.40.270 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.270 Performance Standards – Compliance – Records.

A. All operations of, and services provided by a licensee and representatives thereof shall, as a minimum fully comply at all times with all applicable provisions of (1) City and County ordinances and procedures adopted thereunder; (2) State law, regulations of the State Department of Health, and procedures adopted thereunder, including, but not limited to, chapters 18.71, 18.73 and 70.168 RCW, and chapter 246-976 WAC; and (3) federal law.

B. All services performed hereunder shall be in accordance with the standards and principles of the course of instruction given EMT's or paramedics, as the case may be, by the State, and pursuant to medical protocols established from time to time by the Skagit County Medical Program Director.

C. The Fire Department shall be informed by the licensee of rates charged and changes in rates which may occur from time to time.

D. Records shall be logged by Ambulance crews and shall include date and time of service and response times. Copies of such records shall be mailed or otherwise delivered to the Fire Department on a weekly basis, or as often as requested by the Fire Chief. Subject to the requirements of the Washington's Public Disclosure Act, and subject further to the provisions of the federal Health Insurance Portability and Accountability Act of 1996, such records are confidential and shall be released only to proper officials of the City.

SECTION 28. Chapter 8.40.280 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.280 Emergency Notification.

In the event a call for Emergency Ambulance Service is received by licensee or a representative thereof, the caller shall be directed to call Skagit Emergency Communications for response by the Sedro-Woolley Fire Department or other such provider as allowed under this Chapter.

SECTION 29. Chapter 8.40.290 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.290 Response to Calls.

It is unlawful for a licensee in responding to any call to use emergency lighting or siren, unless (1) responding to emergencies or transporting a patient in accordance with the Mutual Aid provisions herein or (2) directed to do so by the Sedro-Woolley Fire Department.

SECTION 30. Chapter 8.40.300 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.300 Mutual Aid.

A. A licensee is required to cooperate with any request by the Fire Department for Mutual Aid. At such times, the City will have operational control of all equipment and personnel for all purposes and may dispatch ambulances to any point within the City. However, in the event of any suit or claim arising out of activities under this section, the City and licensee shall each be responsible for, and to the extent of, their own respective liability.

B. Licensee shall equip vehicles with City Fire Department frequencies, which, however, shall only be used by licensees in the event of a Mutual Aid situation described herein.

SECTION 31. Chapter 8.40.310 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.310 Ambulance Service Agreement.

In the event the City determines it to be in the best interests of the public to enter into an agreement with a public Ambulance Service to provide Ambulance services, the City may, as authorized by the City Council, enter into an interlocal agreement with such public Ambulance Service.

SECTION 32. Chapter 8.40.320 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.320 Denial, Revocation or Suspension of License.

A. Grounds. The Finance Director, upon recommendation of the Fire Chief, may deny a license application or license renewal, or revoke, suspend or restrict a license if the Finance Director has reasonable cause to believe that the applicant for or holder of the license has violated any provision or failed to meet any provision, term or standard established in this Chapter 8.40.

B. Notice. If the Finance Director denies a license application or license renewal, or revokes, suspends or restricts a license, the applicant for or holder thereof shall be given a written notice stating: (1) the facts and conclusions upon which the decision is based; and (2) that the Finance Director's decision shall be final and conclusive and that the applicant or holder shall be deemed to have waived all rights to an administrative hearing unless the applicant or holder files with the Finance Director a written notice of appeal pursuant to Section 8.40.310(C) herein. Notice of a license revocation, suspension or restriction shall be given prior to the effective date of such action; provided, that the Finance Director may revoke, suspend or restrict a license, without prior notice, but subject to a timely appeal, if the Finance Director finds that immediate action is necessary in order to protect the health, welfare or safety of the public.

C. Appeal. The notice of appeal shall be filed with the Finance Director within ten business days following notice of the Finance Director's decision and shall state the grounds for the appeal. Upon the filing of an appeal, the Finance Director shall cause to have scheduled a hearing thereon before the City Hearings Examiner within thirty days and provide at least ten days' notice of the hearing to the applicant or holder. The decision of the Finance Director shall be upheld unless the Hearings Examiner finds that the decision was arbitrary, capricious or contrary to law. The decision of the Hearings Examiner shall be final and conclusive unless review is sought in a court of competent jurisdiction within ten (10) days of the written decision of the Hearings Examiner. The proceeding before the Hearings Examiner shall be considered proceedings under RCW 42.30.140(1) and (2).

SECTION 33. Chapter 8.40.330 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.330 Penalty for Violation.

A. In the event of a violation of any provision of this Chapter 8.40, the Fire Department shall promptly notify the licensee thereof and, if the situation warrants it, give the licensee a reasonable opportunity to take corrective action.

B. Any licensee or employee of a licensee who violates any provision of this Chapter 8.40 shall subject licensee to suspension or revocation of license pursuant to Section 8.40.310 herein. Any person violating a provision of this Chapter 8.40 shall be guilty of a gross misdemeanor and upon conviction shall be punished by a fine not exceeding \$5,000 dollars.

SECTION 34. Chapter 8.40.340 of the Sedro-Woolley Municipal Code is hereby enacted, which section shall read as follows:

Section 8.40.340 Severability.

If any of the provisions of this chapter or its application to any person or circumstances is held invalid, the remainder of this chapter or the application of the provision to other persons or circumstances is not affected, and to this end, the provisions of this chapter are declared to be severable.

SECTION 35. This ordinance shall be effective five (5) days after passage and publication as provided by law.

PASSED by majority vote of the members of the Sedro-Woolley City Council this ____ day of _____, 2011, and signed in authentication of its passage this ____ day of _____, 2011.

Mike Anderson, Mayor

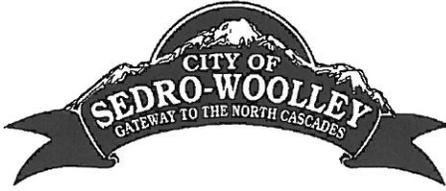
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

First Reading by City Council: March 9, 2011
Second Reading by City Council: March 23, 2011
Approval by City Council:
Published:



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011

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

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: Authorization to Proceed with Design and Bidding for the Metcalf Street, Warner to Northern and State Street, Walley to Murdock Overlay Project using PWTF Loan 038 funds.
DATE: March 16, 2011 (for Council action March 23, 2011)

ISSUE

Should the city proceed with design and bid process of the Metcalf and State Street Overlay Project utilizing remaining Public Works Trust Fund Loan 038 funding?

BACKGROUND/DISCUSSION

Staff has informed council on several occasions of the possibility of utilizing remaining PWTF Critical Sewer Project funding to complete restoration of Metcalf Street from Warner to Northern and State Street from Walley to Murdock where is was damaged by the Metcalf Sewer Project. PWTF approved use of their funds for this restoration in Amendment A to the loan agreement dated 12/18/2008. Council previously authorized use of PWTF funds for preliminary design of the project (September 9, 2009 meeting). Design was completed to approximately 30% and put on hold pending outcome of the Metcalf Sewer claim process. With settlement of the claim, and determination of the status of the cost of the overall Critical Sewer Project, we were ready to revisit the overlay project.

Staff initially met with the Council Utility Committee on February 23, 2011 to update the committee on the matter. The committee tasked staff with determining the following:

- Verify the cost estimate for the overlay work
- Finalize PWTF Critical Sewer Interceptor Project costs and rate impacts
- Explore the need for water main upgrades for Metcalf Street that may impact paving of the street

Staff met with the Council Utility Committee on March 16, 2011, and presented the results of this study. The committee instructed staff to formalize the results in this memorandum and to seek council approval to move forward with the overlay project. Following is a summary of the findings.

Attached is an updated **Engineer's Estimate** for the restoration work totaling \$426,000. The estimate includes completion of the design, construction engineering, an 1.5" asphalt overlay, along with petromat, edge grinding, adjustment of manholes, catch basins, and other structures, replacement of substandard handicap ramps where required, and pavement markings. The estimate is consistent with early estimates for the work.

Attached is a spreadsheet titled **BARS ACCOUNTING SUMMARY – CRITICAL SEWER INTERCEPTOR PROJECTS**. This spreadsheet summarizes loan estimated final project costs and corresponding loan and match totals. In brief, PWTF Loan 038 has approximately \$429,000 remaining and available for the work. The rate impact of using 100% loan funds for the work is estimated at \$0.52 per ERU per month, or \$29,549 per year over the remaining 15 years of the loan life. Using 85% loan funds with a 15% match from the Sewer Reserve would reduce these totals to \$0.44/ERU/month or \$25,117 per year.

PWTF Loan 039 has approximately \$1.4 million remaining unused. At this time we plan to close out the loan without utilizing the remaining funds. This will result in a reduction in debt service of approximately \$77,065 per year or \$1.34 per ERU per month. These numbers will change slightly as we finalize the close-out process.

Due to limitations on draws for the loans, we utilized Sewer Reserve funds for the construction work beyond the 15% match requirement. The result of this is that we will be able to transfer approximately \$384,000 back into the reserve after the final loan draws are received.

Discussions with **PUD No. 1** have verified that PUD service to the downtown area is adequate to provide a minimum of 1,500 gpm for fire flow, which is the required level per the Fire Chief. A 6" cast iron main constructed in 1944 serves Metcalf from State to Ferry, along with an 8" line constructed in 1999 located in the alley between Woodworth and Ferry. PUD is confident that the existing lines will serve the area for many years to come, and has no plans to upgrade them in their current 5 year Capital Improvement plan. Should additional capacity be required for a

particular building on Metcalf, it could be served from the 8" alley main via the north-south alleys on either side of Metcalf.

If approved by council, design work could resume in the near future under existing design agreements 2009-PS-06 for State Street and 2009-PS-11 for Metcalf with Reichhardt & Ebe. I anticipate some cost increase will be required to complete the design work due to the time lapse since completion of the 30% design, which will be the subject of a separate memorandum to council. The project would be bid and constructed in 2011, and scheduled to coordinate with the SR20 Widening improvements. The award of the construction contract will come to council for approval as usual.

FINANCE

The work will be funded as follows:

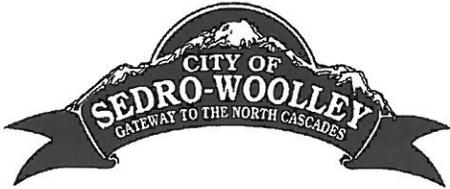
332.000.082.596.35.63.03 Construction - Metcalf Sewer \$426,000

MOTION:

Move to authorize staff to proceed with design and bid process of the Metcalf and State Street Overlay Project utilizing remaining Public Works Trust Fund Loan 038 funding.

Engineer's Estimate					
City of Sedro Woolley					
2010 Metcalf, Warner to Northern Overlay, 1,500 lf					
By: Mark A. Freiberger, PE, Director of Public Works/City Engineer					
Date: 11/18/2009 - updated 3/16/2011					
Unit Estimate					
Item No.		Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization		1 LS	18,000.00	18,000.00
2	Spill Prevention Plan		1 LS	500.00	500.00
3	Minor Changes		0 FA	-	-
4	Traffic Control Labor		50 HR	50.00	2,500.00
5	Traffic Control Supervisor		50 HR	50.00	2,500.00
6	Project Temporary Traffic Control		1 LS	2,000.00	2,000.00
6	Construction Signs Class A		0 SF	14.00	-
7	Sawcut ACP		0 LF-IN	0.75	-
8	Shoring or Extra Excavation Class B, Including Haul		0 SF	1.00	-
9	Controlled Density Fill		0 CY	110.00	-
10	Gravel Base, Including Haul		0.0 TON	15.00	-
11	Crushed Surfacing Top Course, Including Haul		0.0 TON	30.00	-
12	Crushed Surfacing Base Course, Including Haul		0 TON	30.00	-
13	Edge Grind 7" Wide 0"-1.5"	2,333	SY	6.00	14,000.00
14	Petromat	8,667	SY	2.50	21,666.67
15	Commercial HMA	10.0	TON	150.00	1,500.00
16	HMA Prelevel	78.74	TON	120.00	9,449.06
17	HMA 1.5" Overlay (adj to remove Metcalf/BNSF crossing 200 lf, incl 5'	787.4	TON	80.00	62,993.70
18	Inlet Protection (adj to remove BNSF xing)	32	EA	75.00	2,400.00
19	ESC Lead	1	LS	1,000.00	1,000.00
20	Erosion/Water Pollution Control	1	LS	1,500.00	1,500.00
21	Handicamp Ramp at Intersections & Mid-block - updated per RE surve	24	EA	2,500.00	60,000.00
22	Adjust Manhole (SS & SD) (adj to remove BNSF xing)	11.0	EA	350.00	3,850.00
23	Adjust Catch Basin (adj to remove BNSF xing)	26.0	EA	350.00	9,100.00
24	Adjust Valve Box	17	EA	250.00	4,250.00
25	Adjust Monument & Wells	6.0	EA	250.00	1,500.00
26	Stop Bar MMA	120	LF	10.00	1,200.00
27	Cross Walk MMA	2304.0	SF	5.00	11,520.00
28	Centerline	1500	LF	1.00	1,500.00
29	Diagonal Parking Stall	2880	LF	1.00	2,880.00
30	Handicamp Stall	5	EA	250.00	1,250.00
31	Repair Existing Public & Private Facilities	1	FA	5,000.00	5,000.00
	SUBTOTAL				242,059
	TAX 8.2% (NA)				-
	TOTAL				242,059
	CONTINGENCY			20.0%	48,412
	TOTAL METCALF, WARNER TO NORTHERN				290,500
	STATE STREET, FERRY TO THIRD, CN PLUS 20% CONT				96,800.00
	SUBTOTAL CN				387,300.00
	PE - R&E Quote \$15,751 FOR METCALF = 7%; 30% COMPLETE AT 3/16/11; ALLOW 5% TO COMPL			5.0%	19,400
	CM - In House			5.0%	19,400
	TOTAL ALL				426,000
	PWTF LOAN COSTS			85%	100%
	LOAN AMOUNT			362,100	426,000
	15 YEAR COST AT 0.5%, PER YEAR			(\$25,116.84)	(\$29,549.22)
	NET RATE IMPACT, MONTH, 4778 ERU'S		4,778	(0.44)	(0.52)

332-000-082-596-35-63-XX CONSTRUCTION - VARIOUS CRITICAL SEWER INTERCEPTOR PROJECTS			
Period: Thru 12/31/2010	CONSTRUCTION COST		
	TOTAL CN	Loan 038	Loan 039
Segment 1-1 CN Sterling-Township Bennet to SR20 - Loan 038 PRIOR EXPENSE	1,953.93	1,953.93	-
Segment 1-1 CN Sterling-Township, Bennet to SR20 - Loan 038	3,947,700.80	3,947,700.80	-
Segment 1-2,3 CN Township, SR20 to Alderwood - Loan 039	3,832,198.16	-	3,832,198.16
Segment 2-1 SR20/Moore St BNSF TO F&S Grade Road - Loan 038 PRIOR EXPENSE	451,334.89	451,334.89	-
Segment 2-2 Metcalf, State to SR20 - Loan 038	1,297,231.31	1,297,231.31	-
Segment 3-1 to 4 SR20 Hodgkin to Sterling - Loan 038 PRIOR EXPENSE	27,827.00	27,827.00	-
Segment 3-1 to 4 SR20 Hodgkin to Sterling - Loan 038	2,154,343.55	2,154,343.55	-
Segment 4 CN McGarigle, Township to Fruitdale - Loan 039	851,748.12	-	851,748.12
Segment 5 CN Design & Cn - Clarifier 1 - Loan 039	-	-	-
Additional PE - Loan 039	-	-	-
TOTAL	12,564,337.76	7,880,391.48	4,683,946.28
CN PHASE PROJECT SUMMARY			
	TOTAL	PWTF 038	PWTF 039
PWTF LOAN AMOUNT AT CONTRACT EXECUTION	12,156,000.00	7,000,000.00	5,156,000.00
COSTS INCURRED AFTER LOAN EXECUTION	12,083,221.94	7,399,275.66	4,683,946.28
COSTS INCURRED UP TO 12 MONTHS BEFORE LOAN EXECUTION	481,115.82	481,115.82	-
TOTAL PROJECT COSTS	12,564,337.76	7,880,391.48	4,683,946.28
NORTH CASCADES CENTER REIMB MCGARIGLE - 039 INELIGIBLE (STATE POF	138,188.84	-	138,188.84
PUD 1 REIMBURSEMENT TOWNSHIP - 039 INELIGIBLE	102,917.60	-	102,917.60
REIMBURSIBLE ELIGIBLE PROJECT COST	12,323,231.32	7,880,391.48	4,442,839.84
PWTF SHARE OF REIMBURSIBLE ELIGIBLE COST 85%	10,474,746.62	6,698,332.76	3,776,413.86
INTEREST LOAN 038 & 039	141,151.99	127,221.35	13,930.64
MAXIMUM ELIGIBLE COST FOR REIMBURSEMENT BY PWTF LOAN	10,333,594.63	6,571,111.41	3,762,483.22
LESSER OF TOTAL LOAN AMOUNT OR MAX ELIGIBLE COST = PWTF LOAN	10,333,594.63	6,571,111.41	3,762,483.22
CALCULATED MATCH TOTAL AT 15%	1,848,484.70	1,182,058.72	666,425.98
ADDITIONAL PE FROM ACCOUNT 410	62,174.40	-	62,174.40
OLD CONSTR FUND TRANS - 038 MATCH	2,179.69	2,179.69	-
NORTH CASCADES CENTER REIMB MCGARIGLE - 039 ELIGIBLE (COUNTY POF	115,749.82	-	115,749.82
R&E SETTLEMENT METCALF SEWER - 038 MATCH	100,000.00	100,000.00	-
UNITED GENERAL HOSPITAL PAYMENT - 038 MATCH	13,065.00	13,065.00	-
ELIGIBLE EXPENSE FROM 401 PRIOR TO PWTF - 038 MATCH	481,115.82	481,115.82	-
CLAIM & CAI REIMBURSEMENT SR20 SERVICE - 038 MATCH	419.70	419.70	-
NET 410 MATCH NEEDED	1,073,780.27	585,278.51	488,501.76
PREVIOUS 410 TRANSFER LOAN 038 & 039 MATCH	1,457,699.94	751,998.00	705,701.94
ADDITIONAL 410 TRANSFER NEEDED	(383,919.67)	(166,719.49)	(217,200.18)
PWTF DRAWS TO DATE	10,259,865.00	6,650,000.00	3,609,865.00
REMAINING DRAW OR (REFUND)	73,729.63	(78,888.59)	152,618.22
PWTF REMAINING	1,822,405.37	428,888.59	1,393,516.78
REMAINING YEARS ON LOAN		15.00	17.00
YEARLY DEBT SERVICE, 19 YRS, 0.5% INT	(\$100,783.62)	(\$29,749.58)	(\$77,065.00)
ERUS, 2009 ESTIMATED	4,778.00	4,778.00	4,778.00
NET RATE IMPACT, MONTH	(1.76)	(0.52)	(1.34)
METCALF STREET OVERLAY COST	350,000.00		
YEARLY DEBT SERVICE, 19 YRS, 0.5% INT	(\$19,355.88)		
NET RATE IMPACT, MONTH	(0.34)		



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 9

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**
Professional Services Agreement No. 2010-PS-06 for
Design Phase Services for the SR20, Metcalf to Township Lane
Widening & Pedestrian/Bicycle Improvements Project
Reichhardt & Ebe Engineering, Inc.

DATE: March 16, 2011 (for Council action March 23, 2011)

ISSUE

Should Mayor Anderson execute the attached Amendment 2 to the Professional Services Agreement No. 2010-PS-06 with Reichhardt & Ebe Engineering, Inc. to add design work for extending the project limits 320 feet west under the BNSF Bridge?

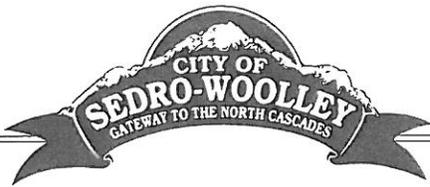
BACKGROUND/DISCUSSION

See the attached Scope Change Request by Mayor Anderson to the Transportation Improvement Board for background on the addition of 320 feet to the west limit of the project to extend the improvements west to match the 2008 Roundabout project improvements, including work under the BNSF bridge.

In order to meet the proposed schedule, we need to initiate design work immediately. The attached Amendment 2 authorizes this work to commence.

MOTION:

Move to authorize Mayor Anderson to execute the attached Amendment 2 to the Professional Services Agreement No. 2010-PS-06 with Reichhardt & Ebe Engineering, Inc. to add design work for extending the project limits 320 feet west under the BNSF Bridge.



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Mike Anderson
Mayor

March 16, 2011

Mr. Thomas G. Ballard, PE
Interim Executive Director
Washington State
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

Subject: Scope Change Request

Re: Project Number 8-2-126(008)-1
City of Sedro-Woolley
Moore St (SR 20), Metcalf Sr to Township St (SR9) Lane Widening &
Bicycle/Pedestrian Improvement Project

Dear Tom,

This letter is to request your consideration of a Scope Change Request for the City's Moore St (SR 20), Metcalf Street to Township Street (SR9) Lane Widening & Bicycle/Pedestrian Improvement Project. We have recently discovered a unique opportunity to enhance the safety and mobility of the project by a relatively minor extension of the project limits. Essentially, by extending the project limits west 320 feet, we can connect the present project with improvements completed in 2008, at the same time dealing with a long standing vertical height issue at an existing BNSF railroad undercrossing. The estimated cost of the extension, which would include lowering the roadway by approximately 12" and extending the Bicycle/Pedestrian Path and Sidewalk 320' each is \$460,561, including engineering and construction. Due to the tight timeline for the current project, we are requesting board consideration at the March 25 Board meeting. The city or its partners will commit 15% or \$69,084 to the cost of the addition, resulting in a request for an additional \$391,477 in TIB Urban Arterial Program funding.

Attached are two plan exhibits showing the proposed improvements and the engineer's estimate for the added work. Also included is Sheet 1 from the current project plans, and a letter of support from Janicki Industries.

The background for this request is as follows.

Currently the western project limit is at SR20 MP 65.48, which is at the eastern right of way of the Burlington, Northern and Sante Fe Railroad Sumas line as it crosses SR20 via a bridge. The existing BNSF bridge was constructed in 1954, and is currently permitted for a vertical clearance of 14'6". Due to the presence of this bridge, over-height freight loads currently must detour off of SR20, typically by making a left turn requiring traffic control on Metcalf Street, traveling south 5 blocks on Metcalf, and reentering SR20 about 3 blocks west via either a private crossing of the Skagit Industrial Park site or via Ferry Street another block. These loads are generally transported at night and with the assistance of the Washington State Patrol, who assist with traffic control for the left turn to Metcalf and for the reentry from the Skagit Plant to the route. Janicki Industries, a local aerospace supplier of composite parts for Boeing and others, typically makes up to three such transits a week, and is very supportive of the effort to deal with the height issue. This bridge is obviously an impediment to freight traffic on the route, and results in undue use of city streets and private property for statewide significant freight traffic.

In addition to the height issue, the bridge main span clear width of 40' was perceived to limit the ability of the city to extent the planned sidewalk and bicycle/pedestrian paths west from the project to match existing improvements installed in 2008 that terminate at SR20 Station 65.42.

Due to these two issues, the city has assumed in its Transportation Plan that replacement of the BNSF bridge would be required to address the height and non-motorized concerns. The current estimate for this project is \$6.7 million. Limited funding is currently available for this type of project.

A recent city review of the right of way for this corridor revealed that the bridge was first constructed under a permit issued by the city to Northern Pacific Railway in 1913, and not the other way around as is generally the case. The permit granted the railroad the right to use the city right of way, but included provisions that the railroad would be required at their cost to replace the structure with one providing 14'6" vertical clearance and 40' horizontal clearance on city demand, and reserved the right to use the right of way for city purposes. The reconstruction clause was exercised when Moore Street became what is now SR20 in 1954. The recently retrieved 1954 bridge plans included provision for 6' sidewalks on either side of the main span outside of the main bents, sidewalks which were never constructed. What has become clear from this research is that the railroad is actually on city right of way, and that the bridge was designed to have paths on the outside of the main bents and under the secondary spans on either side of the main span.

Realizing that the goal of extending non-motorized facilities could be achieved without reconstruction of the bridge lead us to consider means to address the vertical clearance issue. Further study revealed that lowering the grade of SR20 by approximately 12" would allow the city to achieve a 16' vertical clearance, which will accommodate all known overheight loads currently utilizing the route.

We engaged our design engineer to prepare a preliminary study for these improvements. The result is the attached set of drawings and Engineer's Estimate for the work.

We considered attempting to fund this project as a separate effort from the current TIB project, with construction in a later year. Due to the proximity of the projects, and the additional disruption that would be caused by potentially back to back projects on the route, we decided to contact TIB about adding the work to the present scope and construction it as one project. This would allow us to take advantage of one mobilization and one construction season, and if done in the present year, to take advantage of the current competitive bid pricing climate. Our engineer has assured us that the design work can be completed in time for the currently planned July 13 bid date for the TIB project.

The extension project has all of the same characteristics that resulted in a high ranking for the Widening project. It would allow us to complete the non-motorized facilities to the west. It would also further both state and local goals of removing freight traffic from city streets, increasing mobility and safety and reducing pollution. Finally it would save approximately \$6 million in future expense for the state and the city. For these reasons we respectfully request that you consider this request. Obviously time is of the essence. While the request could presumably wait until the May board meeting, early consideration would be appreciated. In the mean time, the city has committed to proceed with the initial design effort. We have consulted with WSDOT and obtained tentative approval for the addition. We are incorporating the area into the environmental review. We have provided BNSF with preliminary information for the work. Critical to the effort is the fact that we will not require a permit from BNSF. We will of course work with them to ensure a project that does not compromise the structure.

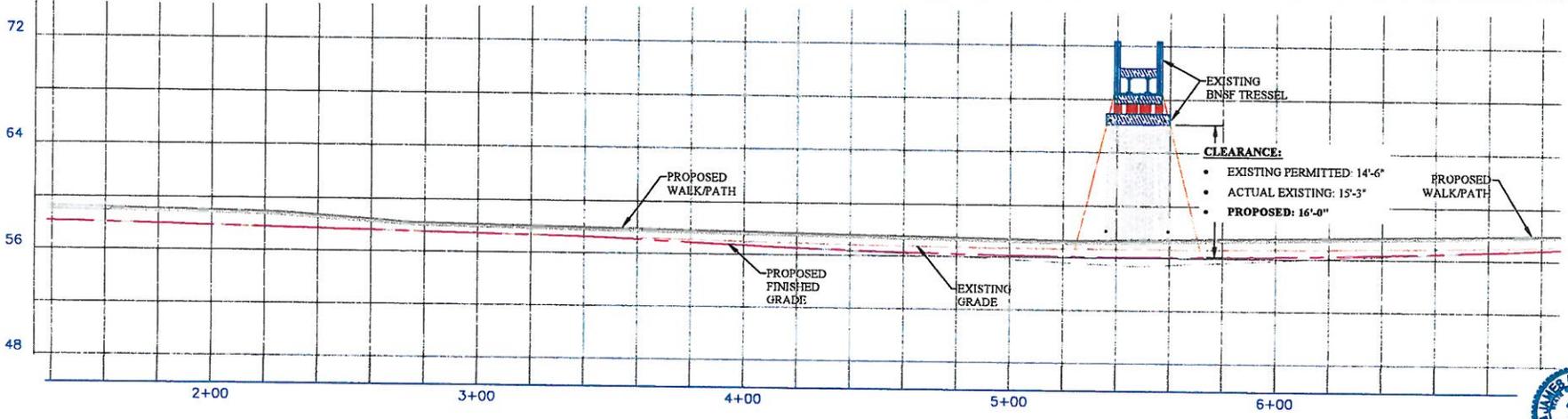
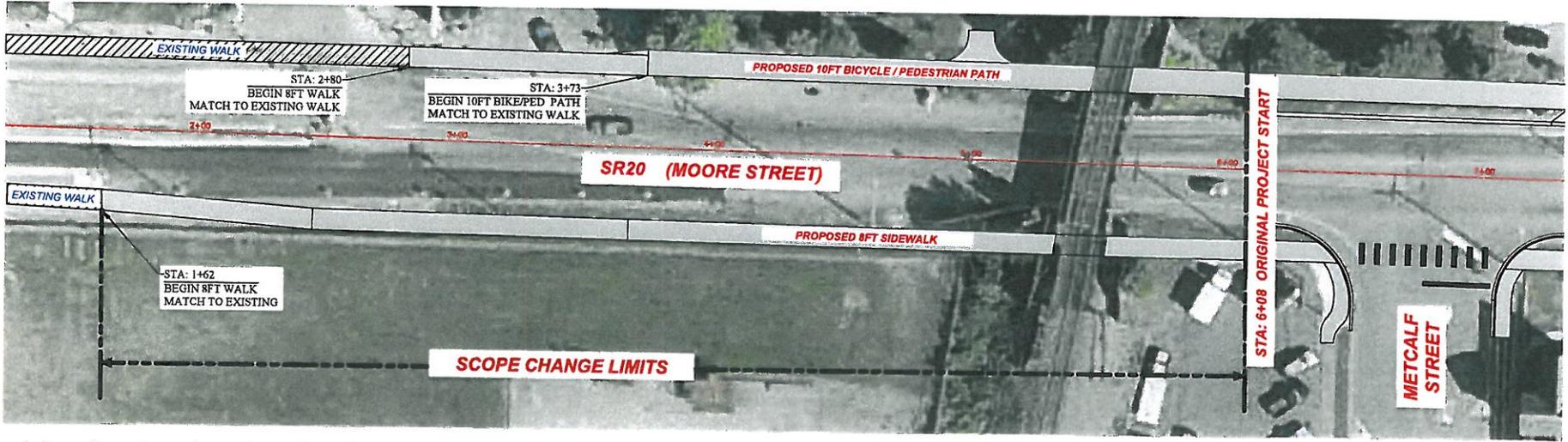
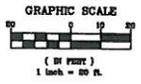
If you have any questions about this request, please contact Mark A. Freiberger, PE, Director of Public Works, at 360-855-9933 or mfreiberger@ci.sedro-woolley.wa.us.

Sincerely,



Mike Anderson
Mayor

SCOPE CHANGE REQUEST -SR20 STA: 1+62 TO STA: 6+08- EXTEND SIDEWALK AND BIKE/PEDESTRIAN PATH AND LOWER SR20 GRADE



PRELIMINARY	DESIGNED BY CRH	REICHHARDT & EBE ENGINEERING, INC. <small>CONSULTING ENGINEERS</small>	NO. -	-	CITY OF SEDRO-WOOLLEY, WA 825 METCALF STREET SEDRO-WOOLLEY, WA	SR 20 METCALF TO TOWNSHIP WIDENING PROJECT SEDRO-WOOLLEY, WA	JOB# / DWG 09022.2	EXHIBIT SCALE 1"=20' x 1"=4'	DATE 3/15/11
	DRAWN BY CRH		NO. -	-			SHEET 1 of 2		
CHECKED BY JH	NO. -	813 Metcalf Street Sedro-Woolley, Washington 98284 Ph (360) 925-1715 Fax (360) 925-1164	NO. -	-	NO. -	-	NO. -	-	NO. -

CITY OF SEDRO-WOOLLEY**ENGINEER'S ESTIMATE**Date Prepared: 3/16/2011**PROJECT:****SR-20, Metcalf St. to Township/SR-9 Lane Widening and Bicycle/Pedestrian Improvements****Schedule A: Metcalf to Township**

Item No.	Item Description	Unit Price	Unit	Quantity	ESTIMATE
					Amount
1	MINOR CHANGE	\$ 15,000.00	CALC	1.00	\$ 15,000.00
2	ROADWAY SURVEYING	\$ 16,500.00	LS	1.00	\$ 16,500.00
3	SPPC PLAN	\$ 850.00	LS	1.00	\$ 850.00
4	MOBILIZATION	\$ 75,000.00	LS	1.00	\$ 75,000.00
5	PROJECT TEMPORARY TRAFFIC CONTROL	\$ 16,500.00	LS	1.000	\$ 16,500.00
6	OTHER TRAFFIC CONTROL LABOR	\$ 45.00	HR	300.00	\$ 13,500.00
7	FLAGGERS AND SPOTTERS	\$ 45.00	HR	3000.00	\$ 135,000.00
8	CLEARING AND GRUBBING	\$ 20,000.00	LS	1.00	\$ 20,000.00
9	REMOVAL OF STRUCTURE AND OBSTRUCTION	\$ 8,200.00	LS	1.00	\$ 8,200.00
10	SAW-CUT ACP	\$ 0.25	LF	47000.00	\$ 11,750.00
11	SAW-CUT PCC	\$ 1.50	LF	180.00	\$ 270.00
12	PLANING BITUMINOUS PAVEMENT	\$ 12.00	SY	203.00	\$ 2,436.00
13	ROADWAY EXCAVATION INCL. HAUL	\$ 9.00	CY	1915.00	\$ 17,235.00
14	EMBANKMENT COMPACTION INCL. HAUL	\$ 3.00	CY	2093.00	\$ 6,279.00
15	WATER	\$ 75.00	MGAL	100.00	\$ 7,500.00
16	SHORING OR EXTRA EXCAVATION CLASS B INCL. HAUL	\$ 0.10	SF	17000.00	\$ 1,700.00
17	GRAVEL BASE INCL. HAUL	\$ 9.00	TON	3700.00	\$ 33,300.00
18	CRUSHED SURFACING TOP COURSE INCL. HAUL	\$ 22.00	TON	2750.00	\$ 60,500.00
19	HMA CL. 1/2 IN. PG 64-22	\$ 90.00	TON	1060.00	\$ 95,400.00
20	1 1/2" DRAIN ROCK FOR STORMWATER INFILTRATION TRENCH	\$ 18.00	TON	1439.00	\$ 25,902.00
21	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	\$ 40.00	LF	435.00	\$ 17,400.00
22	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	\$ 50.00	LF	1430.00	\$ 71,500.00
23	CORRUGATED POLYETHYLENE STORM SEWER PIPE 24 IN. DIAM.	\$ 75.00	LF	450.00	\$ 33,750.00
24	CATCH BASIN TYPE 1	\$ 950.00	EACH	12.00	\$ 11,400.00
25	CATCH BASIN TYPE1L	\$ 1,000.00	EACH	10.00	\$ 10,000.00
26	CATCH BASIN TYPE 2, 48" DIA.	\$ 1,800.00	EACH	4.00	\$ 7,200.00

PROJECT:
SR-20, Metcalf St. to Township/SR-9 Lane Widening and Bicycle/Pedestrian Improvements

Schedule A: Metcalf to Township

Item No.	Item Description	Unit Price	Unit	Quantity	ESTIMATE Amount
27	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	\$ 1.50	SY	2918.00	\$ 4,377.00
28	ADJUST TO FINISH GRADE	\$ 3,700.00	LS	1.00	\$ 3,700.00
29	SWPP AND WATER POLLUTION CONTROL	\$ 1,500.00	LS	1.000	\$ 1,500.00
30	ESC LEAD	\$ 75.00	DAY	100.00	\$ 7,500.00
31	STREET CLEANING	\$ 50.00	HR	75.00	\$ 3,750.00
32	INLET PROTECTION	\$ 75.00	EACH	19.00	\$ 1,425.00
33	SEEDING AND FERTILIZING	\$ 4.00	SY	4068.00	\$ 16,272.00
34	TOPSOIL TYPE A	\$ 22.00	CY	972.00	\$ 21,384.00
35	STREET TREES	\$ 120.00	EACH	40.00	\$ 4,800.00
36	CEMENT CONC. TRAFFIC CURB AND GUTTER	\$ 15.00	LF	3300.00	\$ 49,500.00
37	REINFORCED CEMENT CONC. TRAFFIC CURB AND GUTTER	\$ 25.00	LF	1270.00	\$ 31,750.00
38	CEMENT CONC. SIDEWALK	\$ 32.00	SY	4275.00	\$ 136,800.00
39	CEMENT CONC. REST AREA	\$ 28.00	SY	37.00	\$ 1,036.00
40	CEMENT CONC. DRIVEWAY, 6" THICK	\$ 40.00	SY	800.00	\$ 32,000.00
41	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION	\$ 1,200.00	EACH	31.00	\$ 37,200.00
42	CEMENT CONC. PEDESTRIAN CURB	\$ 9.25	LF	1140.00	\$ 10,545.00
43	ILLUMINATION SYSTEM UPGRADE	\$ 2,250.00	EACH	9.00	\$ 20,250.00
44	TRAFFIC SIGNAL SYSTEM	\$ 30,000.00	LS	1.00	\$ 30,000.00
45	PERMANENT SIGNING	\$ 2,800.00	LS	1.00	\$ 2,800.00
46	PAINTED WIDE LINE	\$ 0.32	LF	3910.00	\$ 1,251.20
47	PLASTIC STOP LINE	\$ 8.00	LF	180.00	\$ 1,440.00
48	PLASTIC CROSSWALK LINE	\$ 4.00	SF	1600.00	\$ 6,400.00
49	PLASTIC TRAFFIC ARROW	\$ 122.00	EACH	26.00	\$ 3,172.00
50	PLASTIC TRAFFIC LETTER	\$ 55.00	EACH	4.00	\$ 220.00
51	PLASTIC BICYCLIST SYMBOL	\$ 150.00	EACH	16.00	\$ 2,400.00
52	PAINT LINE	\$ 0.20	LF	4230.00	\$ 846.00

PROJECT:
SR-20, Metcalf St. to Township/SR-9 Lane Widening and Bicycle/Pedestrian Improvements

Schedule A: Metcalf to Township

Item No.	Item Description	Unit Price	Unit	Quantity	ESTIMATE Amount
53	REMOVING PAINT LINE	\$ 0.40	LF	9240.00	\$ 3,696.00
54	REMOVING PLASTIC LINE (STOP BAR)	\$ 0.45	LF	162.00	\$ 72.90
55	REMOVING PLASTIC CROSSWALK LINE	\$ 2.40	SF	80.00	\$ 192.00
56	REMOVING PLASTIC TRAFFIC MARKING	\$ 52.00	EACH	11.00	\$ 572.00
57	GRAVITY BLOCK WALL	\$ 50.00	SF	405.00	\$ 20,250.00
58	BOLLARD TYPE 1	\$ 750.00	EACH	8.00	\$ 6,000.00
59	REPAIR PUBLIC AND PRIVATE FACILITIES	\$ 15,000.00	DOL	1.00	\$ 15,000.00

A	CONSTRUCTION SUB-TOTAL				\$ 1,192,173.10
A	CONSTRUCTION SUB-TOTAL (Including 20% Contingency)				\$ 1,430,607.72

Schedule B: Roundabout to Metcalf

Item No.	Item Description	Unit Price	Unit	Quantity	ESTIMATE Amount
1	MINOR CHANGE	\$ 5,000.00	CALC	1.00	\$ 5,000.00
2	ROADWAY SURVEYING	\$ 3,000.00	LS	1.00	\$ 3,000.00
3	MOBILIZATION	\$ 16,000.00	LS	1.00	\$ 16,000.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	\$ 2,000.00	LS	1.000	\$ 2,000.00
5	OTHER TRAFFIC CONTROL LABOR	\$ 45.00	HR	15.00	\$ 675.00
6	FLAGGERS AND SPOTTERS	\$ 45.00	HR	600.00	\$ 27,000.00
7	REMOVAL OF STRUCTURE AND OBSTRUCTION	\$ 2,000.00	LS	1.00	\$ 2,000.00
8	SAW-CUT ACP	\$ 0.25	LF	900.00	\$ 225.00
	ROADWAY EXCAVATION INCL. HAUL	\$ 9.00	CY	500.00	\$ 4,500.00
9	SHORING OR EXTRA EXCAVATION CLASS B INCL. HAUL	\$ 0.10	SF	3000.00	\$ 300.00
10	STRUCTURE EXCAVATION CLASS A INCL. HAUL	\$ 12.00	CY	125.00	\$ 1,500.00
11	GRAVEL BASE INCL. HAUL	\$ 9.00	TON	2400.00	\$ 21,600.00
12	CRUSHED SURFACING TOP COURSE INCL. HAUL	\$ 22.00	TON	1300.00	\$ 28,600.00
13	HMA CL. 1/2 IN. PG 64-22	\$ 90.00	TON	1050.00	\$ 94,500.00
14	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	\$ 40.00	LF	100.00	\$ 4,000.00

PROJECT:
SR-20, Metcalf St. to Township/SR-9 Lane Widening and Bicycle/Pedestrian Improvements

Schedule A: Metcalf to Township

Item No.	Item Description	Unit Price	Unit	Quantity	ESTIMATE Amount
15	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	\$ 50.00	LF	400.00	\$ 20,000.00
16	CATCH BASIN TYPE 1	\$ 950.00	EACH	2.00	\$ 1,900.00
17	CATCH BASIN TYPE1L	\$ 1,000.00	EACH	3.00	\$ 3,000.00
18	STREET CLEANING	\$ 50.00	HR	5.00	\$ 250.00
19	CEMENT CONC. TRAFFIC CURB AND GUTTER	\$ 11.00	LF	800.00	\$ 8,800.00
20	CEMENT CONC. SIDEWALK	\$ 32.00	SY	800.00	\$ 25,600.00
21	CEMENT CONC. DRIVEWAY, 6" THICK	\$ 38.00	SY	45.00	\$ 1,710.00
22	PEDESTRIAN LIGHTING SYSTEM	\$ 6,500.00	LS	1.00	\$ 6,500.00
23	PERMANENT SIGNING	\$ 500.00	LS	1.00	\$ 500.00
24	PAINT LINE	\$ 0.20	LF	1500.00	\$ 300.00
25	RETAINING WALL	\$ 50.00	SF	400.00	\$ 20,000.00
26	BOLLARD TYPE 1	\$ 750.00	EACH	2.00	\$ 1,500.00
27	REPAIR PUBLIC AND PRIVATE FACILITIES	\$ 15,000.00	DOL	1.00	\$ 15,000.00

B	CONSTRUCTION SUB-TOTAL	\$	315,960.00
B	CONSTRUCTION SUB-TOTAL (Including 20% Contingency)	\$	379,152.00

A+B	CONSTRUCTION TOTAL	\$	1,508,133.10
A+B	CONSTRUCTION TOTAL (Including 20% Contingency)	\$	1,809,759.72

A+B	ENGINEERING DESIGN (11.6 % of A+B Construction Total Excl. Cont.)	\$	175,668.39
A	PS&E Sch. A	\$	135,359.63
B	PS&E Sch. B	\$	40,308.76

A+B	CONSTRUCTION MANAGEMENT (13% of A+B Construction Total)	\$	196,100.00
A	CM Sch. A	\$	155,000.00
B	CM Sch. B	\$	41,100.00

A+B	TOTAL PROJECT COST (Including 20% Contingency)	\$	2,181,528.11
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SCHEDULE B ONLY - ROUNDED
 CONSTRUCTION
 CONTINGENCY @ 20%
 PE
 CM @ 13% OF CN
 TOTAL SCH. B

315,960
 63,192
 40,309
 41,100

 \$ 460,561



March 2, 2009

Rep. Rick Larsen
U.S. House of Representatives
108 Cannon House Office Building
Washington, D.C. 20515

Janicki Industries, Inc.
1476 Moore Street
Sedro-Woolley, WA
98284
360.856.5143 phone
888.856.5143 toll free
360.856.0372 facsimile
www.janicki.com

RE: FY 2010 Federal Appropriations Request
City of Sedro-Woolley – Letter of Support

Dear Congressman Larsen:

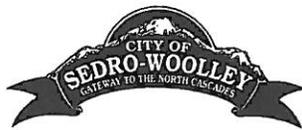
As you know our company continues to invest in manufacturing buildings in District 2. One of the challenges has always been moving large loads through Sedro-Woolley on Highway 20. From airplane fuselage mandrels to 100+ foot wind blades, our transportation director is constantly looking for ways to transport incoming and outgoing freight that avoids the undercrossing at the trestle on Highway 20. Here's a list of some compelling reasons why Janicki would like to see the trestle crossing improved.

- Last year there were 18 separate times that Janicki Industries' incoming or outgoing loads had to be rerouted because of the trestle crossing, usually through town in the middle of the night in order to minimize disruption to traffic. The number of these loads will increase with our recent expansion.
- Janicki Industries has manufactured wind blades for large wind turbines and the related tooling for multiple customers. Those loads are 16' tall and will not fit under the trestle. One customer is devising an alternate, but inferior route.
- City of Sedro-Woolley has posted no parking on residential side streets during certain hours to provide an alternate emergency route for over-sized Janicki trucks to move during the day. Nothing like making friends with your neighbors! Our preference would be to route all commercial loads on Highway 20.
- In order to move over-height aerospace parts, Janicki continues to rely on a private landowner in the middle of town to allow the lowboy tractor and trailer across his property and out an opening in the fence at the west end where it can rejoin Highway 20. This requires a special DOT egress permit and police escort and furthermore, this "work around" is at the discretion of the landowner.

Janicki Industries has a proven record for growing this company and we appreciate the City of Sedro-Woolley's lead on removing obstacles to transporting commercial goods. Please fund their request.

Sincerely,

Lisa Janicki
Chief Financial Officer



AMENDMENT NO. 2

To the **PROFESSIONAL SERVICES AGREEMENT No. 2010-PS-06**
Dated **March 11, 2010**
Between **The City of Sedro-Woolley, Washington**
And **Reichhardt & Ebe Engineering, Inc.**

This Amendment revises the above contract as follows:

Section 1 Scope of Services is revised as noted in **Exhibit D** attached hereto:

Section 3 Time of Performance is revised as noted in **Exhibit F** attached hereto.

Section 5 Compensation is revised as follows:

Cost not to exceed **\$175,668.39** without prior approval of the Director of Public Works/City Engineer. See **Exhibit E** for detail of the additional work included in this amendment.

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

DATED this **24th** day of **March, 2011**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

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 16, 2011

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

Subject: Preliminary proposal for engineering services for the SR20, Metcalf Street to SR9/Township Street Lane Widening and Bicycle/Pedestrian Improvements Project

Scope Change Request - SR 20 Sta: 1+62 to Sta. 6+08, Extend Sidewalk and Bike/Pedestrian Path and Lower SR 20 Grade

Mr. Freiburger,

Thank you for giving us the opportunity to provide a preliminary proposal for additional engineering services on the SR20, Metcalf Street to SR9/Township Street Lane Widening and Bicycle/Pedestrian Improvements Project. We understand the project to include the engineering analysis, design and preparation of plans, specifications and engineer's estimate to address the reconfiguration of SR20 from Metcalf Street to the existing roundabout improvements approximately 500 feet westerly. The project will include maintaining the existing channelization under the BNSF trestle, widening SR 20 to allow for 4-foot paved shoulders, curbs and gutter on the north and south sides of SR20, a 10-foot HMA combined use path on the north side of SR 20, an 8-foot concrete sidewalk on the south side of SR 20, storm drainage to address the increased amount of impervious surface, and lowering SR 20 under the BNSF trestle to create a minimum of 16'-0" clearance.

Our proposal for engineering services on the above-mentioned project will include the following items which correspond to the attached man-hour estimate:

0. Project Administration

Project Administration includes preparing monthly invoices for work performed by R&E and applicable sub-consultants and submittal the City. PS&E costs will be tracked against the approved project budget. Additionally, this work includes coordination of the design team.

1. Existing Conditions

This work includes researching existing utilities and right-of-way records for incorporation into the base maps. Field survey will be provided to locate all existing surface features within the right-of-way of SR20. The notes will be reduced and base maps will be generated to facilitate the design plans. Upon completion of the mapping, field verification will be completed. We would request that the City request locates of existing underground utilities. Paint markings will be surveyed and mapped.

2. Planning

This includes coordination with City staff to determine project phasing, existing City utilities and verify City standards. This work also includes coordination with the City's Environmental sub-consultant regarding environmental commitments. It is our understanding that the City's Environmental sub-

consultant will obtain all required environmental permitting and provide applicable information to R&E for inclusion in the project contract documents.

3. Engineering

The project will include maintaining the existing channelization under the BNSF trestle to the existing roundabout improvements to the west.

Horizontal and vertical alignments will be developed along the center line and along the north and south edges of the roadway to ensure a minimum 16'-0" vertical clearance from the underside of the trestle to the surface of the travelled way. Horizontal and vertical design will also include the development of the 4-foot paved shoulders, curbs and gutters along with the 10-foot HMA combined use path and the 8-foot concrete sidewalk. Cross sections of the proposed improvements will be designed to facilitate construction and aid in material quantity estimating.

Utility conflict resolution will take place to minimize the potential for conflict between proposed storm drainage facilities and existing underground utilities. Utility relocation and re-connection will be analyzed as necessary. R&E will coordinate with local utility companies should utility relocation be required.

Sight triangle analysis for movements associated with the SR 20/Metcalf Street intersection and the BNSF trestle will be performed to identify any deficiencies that may be present.

Storm water analysis will be performed per DOE requirements to determine what types of water quality and detention facilities will be utilized throughout the project. Storm water conveyance, structures and water quality facilities will be designed to meet DOE requirements.

4. Drafting Design

Drafting will include the development and checking of design plans, including profiles and details required for project construction. WSDOT traffic control plans will be prepared and submitted for approval. Because 30-percent plans were submitted prior to the approval of this change, plans will be submitted for City review and comment at 60-percent, 90-percent and 100-percent milestones. Drafting will be done using Autodesk Civ3D 2010. Quality assurance, quality control (QA/QC) plan checking will be performed.

Material quantities will be estimated from the design plans and an Engineer's estimate of probable cost will be developed.

5. Project Documents

Project specifications, amendments to the special provisions and special provisions will be prepared in accordance with the American Public Works Association Washington State Chapter and Washington State Department of Transportation Specifications. Applicable City specific Division 1 and contract documents will be incorporated into the Bid package. Contract documents will be submitted to the City and to WSDOT Local Programs for review and comment at the 90-percent complete milestone. City and WSDOT comments will be addressed and the project contract documents will be finalized for bidding. Project specifications will also be reviewed by R&E utilizing in-house QA/QC procedures.

6. Bidding

The additional work will be incorporated into the bidding portion of the original scope. Advertisements for bids will be prepared and submitted to the Daily Journal of Commerce and the Skagit Valley Herald unless otherwise directed by the City. A pre-bid meeting will be administered during the second week of advertisement. Bidder's questions will be addressed and addendums prepared if necessary. At the request

of the City, R&E will facilitate the bid opening. R&E will attend the bid opening should the City wish to facilitate the meeting. A certified bid tabulation will be prepared and transmitted to the City. Bids will be evaluated to determine the lowest responsive responsible bidder. Pre-award information will be requested of the lowest responsive responsible bidder and evaluated if necessary. A recommendation to Award will be provided to the City.

For additional break down of these task items, a man-hour estimate has been attached for your review. If you have any questions or require additional information please contact me at (360)-855-1713. We continue to appreciate working with you and your staff to produce quality City of Sedro-Woolley projects.

Respectfully,

A handwritten signature in cursive script, appearing to read "James L. Hobbs, Jr.", written in black ink.

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

2010-PS-06 AMD 2
EXHIBIT E

City of Sedro-Woolley
SR 20, Metcalf St. to Roundabout Pedestrian Improvements Project
Sedro-Woolley, WA 98284

Reichhardt & Ebe Engineering, Inc.
813 Metcalf Street
Sedro-Woolley, WA 98284
Phone: (360) 855-1703
Fax: (360) 855-1164

Date: February 24, 2011

Item	Description	Prime Consultant					Sub Consultants	
		Principal E-7	Principal E-6	Project Engineer E-4	Project Engineer E-3	Admin. C-3	Geotechnical	Surveying
0.0	PROJECT ADMINISTRATION							
0.01	Project Invoicing		1	1	0	2		
0.02	Project Tracking		2	2	0	3		
0.03	Subconsultant Team Coordination		2	3	0	3		
	Sub-Total		5	6	0	8	\$0.00	\$0.00
1.0	EXISTING CONDITIONS							
1.01	Research Existing Records		0	4	2	0		
1.02	Engineering Data Acquisition		0	1	1	0		
1.03	Data Reduction		0	3	2	0		
1.04	Coordinate with Surveyor		1	2	0	0		
1.05	Existing Conditions Survey		1	2	3	0		\$8,500.00
1.06	Field Verify Base Maps		0	1	1	0		
	Sub-Total		2	13	9	0	\$0.00	\$8,500.00
2.0	PLANNING							
2.01	Client Meeting/Coordination		2	2	0	0		
2.02	Coordinate with Environmental Sub-consultant		1	1	0	0		
2.03	Environmental Permitting		1	1	0	0		
	Sub-Total		4	4	0	0	\$0.00	\$0.00
3.0	ENGINEERING							
3.01	Channelization		1	4	2	0		
3.02	Roadway Horizontal Alignment		1	4	2	0		
3.03	Roadway Vertical alignment		4	10	4	0		
3.04	Utility Reconnection		1	2	1	0		
3.05	Utility Conflict Resolution		1	2	1	0		
3.06	Utility Coordination		1	4	1	0		
3.07	Clear Zone Evaluation		1	5	1	0		
3.12	Storm Water Horizontal Alignment		2	4	4	0		
3.13	Storm Water Vertical Alignment		2	4	4	0		
3.16	Storm Water Analysis		2	10	4	0		
3.17	Storm Water Analysis Review		1	3	3	0		
3.18	Roadway Cross Sections		1	3	1	0		
3.19	Pedestrian Facilities Horizontal Alignment		2	8	4	0		
3.20	Pedestrian Facilities Vertical Alignment		2	4	2	0		
3.30	Retaining Wall Design		2	8	4	0		
3.31	Existing Trestle Evaluation		2	8	0	0		
3.32	Coordinate with BNSF		1	15	0	0		
	Sub-Total		27	98	38	0	\$0.00	\$0.00
4.0	DRAFT DESIGN							
4.01	Plan Sheets		1	16	16	0		
4.02	Profile		1	8	10	0		
4.03	Details		1	4	4	0		
4.04	Channelization Plan		1	6	3	0		
4.05	Address WSDOT Channelization Comments		1	2	2	0		
4.06	QA/QC		1	2	2	0		
4.07	Address Client Design Comments		1	2	4	0		
4.08	Traffic Control Plans		1	2	4	0		
4.09	Address WSDOT Traffic Control Plan Comments		1	2	2	0		
4.10	Quantity Take-Offs		1	4	4	0		
4.11	Engineer's Estimate of Probable Cost		1	2	2	0		
	Sub-Total		11	50	53	0	\$0.00	\$0.00
5.0	PROJECT DOCUMENTS							
5.01	Amendments		0	0	0	0		
5.02	Special Provisions		1	4	4	1		
5.03	Bid Proposal Forms		1	1	1	1		
5.05	Exhibits		1	2	1	1		
5.06	Client Specific Division 1		0	1	1	1		
5.07	Client Specific Contract Documents		0	4	4	1		
5.08	FHWA Language		1	1	1	1		
5.09	Client Document Review		0	1	1	1		
5.10	Address Client Document Comments		1	2	2	0		
5.11	QA/QC		1	2	2	0		
5.12	Address WSDOT Review		1	2	2	0		
	Sub-Total		7	20	19	7	\$0.00	\$0.00
6.0	PROJECT BIDDING							
6.01	Advertisement for Bid		0	0	0	0		
6.02	Bidder Questions		1	1	0	0		
6.03	Pre-Bid Meeting		0	1	1	0		
6.04	Addendums		1	2	2	1		
6.05	Bid Opening		0	0	0	0		
6.06	Bid Tabulation		0	0	0	0		
6.07	Pre-Award Document Review		1	2	4	2		
6.08	Recommendation to Award		0	0	0	0		
	Sub-Total		3	6	7	3	\$0.00	\$0.00
Total Hours			59	197	126	18		
Direct Salary Cost			\$41.49	\$33.49	\$29.49	\$17.49		
Hourly Rate			\$46.13	\$37.24	\$32.79	\$19.45		
Hourly Rate			\$12.86	\$10.38	\$9.14	\$5.42		
Hourly Rate			\$100.48	\$81.11	\$71.42	\$42.36		
SUBTOTAL			\$5,928.59	\$15,978.56	\$8,999.15	\$762.46	\$0.00	\$8,500.00

R&E DIRECT SALARY SUB-TOTAL \$31,668.76

REIMBURSABLES	Units	Unit Cost	Total
Reproduction 8.5"x11"	1000	\$0.05	\$50.00
Reproduction 24"x36"	20	\$2.00	\$40.00
Office Supplies			\$50.00

R&E REIMBURSABLES SUB-TOTAL \$140.00

City of Sedro-Woolley
 SR 20, Metcalf St. to Roundabout Pedestrian Improvements Project
 Sedro-Woolley, WA 98284

Reichardt & Ebe Engineering, Inc.
 813 Metcalf Street
 Sedro-Woolley, WA 98284
 Phone: (360) 855-1703
 Fax: (360) 855-1184

Date: February 24, 2011

SUB-CONSULTANTS					Total
Survey					\$8,600.00

SUB-CONSULTANT SUB-TOTAL

\$8,600.00

TOTAL	\$40,308.76
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AGREEMENT 2010-PS-06 - ORIGINAL 135,359.63
 AMD 1 - TIME ONLY 0
 AMD 2 - THIS EXHIBIT 40,308.76
 REVISED NOT TO EXCEED TOTAL \$ 175,668.39

NEW
BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 10

Memo

To: City Of Sedro Woolley
From: Terica Taylor, Coordinator, Skagit Tourism
Date: 03/10/2011
Re: Skagit County Tourism Promotion Area

Message:

SCCEDA and Skagit Tourism have been meeting about legislation to form a Tourism Promotion Area in Skagit County. Preliminary discussions have led to an agreement to pursue the issue for the Skagit Valley, and they are not anticipating much if any opposition from their peers.

The industry is looking for as much assistance as possible from the cities to coordinate the inter-local agreements necessary to formalize the Tourism Promotion Area (TPA).

Currently there are approximately 1,100 rooms available that fit the requirements in the Bill, and revenues are projected to be approximately \$400,000 per year.

Representatives from the hotels have begun researching some of the items that will ultimately impact the success of the Tourism Promotion Area. The hotels are waiting to formalize their vote based on the cities that will participate. So, the industry would like the cities to indicate their willingness to enter into an inter-local agreement with Skagit County as soon as possible.

In this packet, you will find a TPA fact sheet, copy of the bill, and other documents that Skagit Tourism has prepared for your review.

**First Year Goals Of The
Skagit Tourism Bureau (draft):**

- A Sports Commission will be formed and the Tourism Bureau will coordinate Quarterly meetings.
- A master Sports Tourism calendar will be developed for VisitSkagitValley.com that will take advantage of rss technology for automatic updates. The calendar will assist sports commission members when planning tournaments, as well as hotels and tourism related businesses.
- 2 new Regional, State or National sports tournaments will be bid on by the Sports Commission.
- 5 Stories will be written about the Skagit Valley as a result of the Tourism Bureau efforts. The media value will exceed \$10,000 as measured by cost per column inch.
- A representative will participate in media trips hosted by WA State Tourism for the specific purpose of pitching stories about our region.
- 4 Media Blitzes will be held by Tourism Bureau staff and regional tourism businesses to target writers and editors of publications within 200 miles of Skagit Valley.
- The VisitSkagitValley.com website will include itineraries, specials and packages offered by tourism related businesses.
- VisitSkagitValley.com will have a mobile friendly format for iPhones, Blackberries and other mobile devices.
- Search Engine Optimization will be contracted to a professional agency in order to improve the visibility of VisitSkagitValley.com and other local tourism websites as measured by increased visitors to the site, time spend on the site, and contact list entries.
- 60 entries will be made on social media sites regarding festivals, attractions, and activities in the Skagit Valley.
- 60 event calendar entries will be made on sites such as SeattleTimes.com, Outdoor NW, and other media outlets.
- A FAM Tour will be held for the Seattle Concierge Group to educate them about tourism opportunities in our region for National and International travelers staying in Seattle Area hotels.

- A media page on VisitSkagitValley.com will be developed to include storylines on local festivals and attractions as well as a FLICKR website for Skagit Valley images that media outlets can use when writing about our region.
- Consumer Travel shows will be coordinated by Tourism Bureau staff and in many cases manned with volunteer business owners in our region.
- 5000 email contacts will be developed from the consumer travel shows and distributed to tourism businesses in the region.
- 6 itineraries and maps will be developed, emailed, printed and distributed to Visitor Information Centers for farm fresh and culinary opportunities in Skagit Valley to include: High End Culinary, Family Farms, Berries & Oysters, Farms & Cheese, Flowers & Plants, Gardens.
- Over \$100,000 in Tourism Advertisements will be placed by the Tourism Bureau.
- 6 Convention & Group Sales Leads will result in 300 Future Room Nights.
- Development of a database of meeting planners and group tour leaders.
- 2 Site Tours will be hosted for meeting planners with groups that draw 100 rooms on a peak night, stay 2.5-3 days, have 200 or less in attendance with 10-20 exhibits and 2-3 breakout rooms.
- 1 meeting planner FAM tour will be hosted for planners that have yet to do business in the Skagit Valley.
- 1 Olympia Sales Blitz will be held to meet with Government and Association Meeting Planners.
- Group Tour Tradeshows will generate leads for future business.
- Skagit Valley will have representation at WA Society of Association Executives, Meeting Planners International, and the Society of Government Meeting Planners.
- The Tourism Bureau will coordinate with area hotels and tourism attractions to offer proposal opportunities for group business, host pre- and post-convention meetings and twice yearly Director of Sales meetings.

Facts About Forming A Tourism Promotion Area

- **A TPA District can be multiple cities. If the governing body agrees to participate in the TPA District- the hotels in that community are included in the total vote for the District. The 60% vote comes from the TPA District as a whole- not each individual city within the district. Therefore, it is up to the government FIRST to decide if they would like their hotels to be included in the TPA.**
- **The 60% vote will be based on last year's actual revenues and occupancy for all properties with 40 rooms or more within the TPA. It is recommended to use an independent audit company to prepare the criteria for the TPA.**
- **It is not wise to change boundaries at a later date because every hotel in the TPA will have to revote on the district, the ordinance must be rewritten, and voted upon, the inter-local agreements must be redone, and the assessment must be revised by another audit.**
- **This will be viewed as an assessment, and will not be included in quotes for room rates. The government will not view it as a rate increase for government business. This must always be called an assessment because there are caps to the taxes cities can charge on hotel rooms.**
- **This money is not meant for bricks and mortar projects. It is meant for marketing, the ordinance specifies uses for the money collected.**

COUNTY OF SKAGIT
INITIATION PETITION TO ESTABLISH
A TOURISM PROMOTION AREA

WHEREAS, the 2003 State Legislature of the State of Washington has recognized the importance of tourism promotion in the State of Washington and passed Engrossed Substitute Senate Bill 6026 which authorized the establishment of a Tourism Promotion Area to levy a Tourism Promotion Charge to fund tourism promotion as defined therein; and

WHEREAS, the Lodging Businesses within the County of Skagit desire now to present an Initiation Petition seeking to have the Commissioners of the County of Skagit establish a Tourism Promotion Area pursuant to the terms of Engrossed Substitute Bill 6026; and

WHEREAS, pursuant to section 2 of Engrossed Substitute Senate Bill 6026, the Initiative Petition submitted to the County must contain the following:

1. A description of the boundaries of the proposed Tourism Promotion Area;
2. The proposed uses and projects to which the proposed revenue from the Tourism Promotion Charge should be dedicated and the total estimated costs of such uses and projects; and
3. The estimated rate for the Special Assessments to be levied on Lodging Businesses who are classified as hotels and motels with 40 rooms or more in various Zones within the Tourism Promotion Area with a proposed breakdown by class of lodging business if such classification is to be used; and
4. The signatures of the persons who operate lodging businesses in the proposed area who would pay sixty percent or more of the proposed Tourism Promotion Charge.

NOW THEREFORE, the Lodging Businesses who are classified as hotels or motels with 40 rooms or more and are located within the County of Skagit and also within the proposed Tourism Promotion Area do hereby petition the Commissioners of the County of Skagit as follows:

1. The boundaries of the Tourism Promotion Area shall be the Cities of Anacortes, Burlington, Concrete, La Conner, Mount Vernon, Sedro Woolley, and the unincorporated areas of the County of Skagit.

2. The revenue from the Tourism Promotion Charge collected from the Operators of Lodging Businesses who are classified as Hotels or Motels within the Tourism Promotion Area shall be dedicated to the following uses and projects:
 - a. The general promotion of tourism for Skagit County as specified in the TPA business plan to be adopted annually;
 - b. The marketing of Skagit County to the travel industry in order to benefit local tourism and the Lodging Businesses in Skagit County through overnight stays;
 - c. The marketing of Skagit County to recruit major sporting events, conventions, individual leisure, and group travel for the purpose of overnight stays in order to promote local tourism and to benefit the Lodging Businesses within the Skagit County Tourism Promotion Area.

3. The total estimated costs of such uses and projects are as follows:

The Skagit Valley Lodging Association estimates that, on an annual basis, the revenue from the Tourism Promotion Charge collected from the operators of Lodging Businesses within the Tourism Promotion Area shall be between \$250,000.00 and \$400,000.00. This amount will vary from year to year depending upon the fluctuating occupancy rates of Lodging Businesses of Skagit County.

4. The rate of the Tourism Promotion Charge to be imposed in support of the functions of the Tourism Promotion Area is as follows:

The Tourism Promotion Charge to be imposed on the operators of those Lodging Businesses with 40 rooms or more is as follows:

Zone A:	\$2.00 per room / day
---------	-----------------------

Zone A: Lodging businesses that are classified as hotels or motels with 40 or more lodging units that are located within the area of the Cities of Anacortes, Burlington, Concrete, La Conner, Mount Vernon, Sedro Woolley and the unincorporated areas of Skagit County.

This petition is hereby presented by the following persons who operate Lodging Businesses in the proposed Tourism Promotion Area and will pay sixty percent or more of the proposed Tourism Promotion Charge.

Hampton Inn & Suites- Burlington, WA

La Conner Country Inn

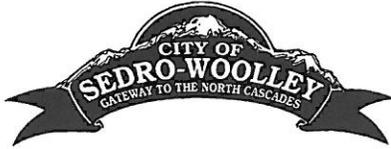
Fairfield Inn & Suites

Marina Inn

Holiday Inn Express- Burlington, WA

Best Western Cottontree

Three Rivers Inn



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 23 2011

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 11

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

MEMO:

To: Sedro-Woolley City Council
Mayor Anderson

From: Jack Moore, 
Planning Director/ Building Official

Date: March 23, 2011

Subject: 2010 Comprehensive Plan Docket (1st read)

ISSUES

1. Should the City Council adopt the proposed *Comprehensive Plan* amendments for 2010?
2. Should the City Council adopt the proposed *Sedro-Woolley Zoning Map* modifications to enact the 2010 *Comprehensive Plan* amendments?

PROJECT DESCRIPTION / HISTORY

The *City of Sedro-Woolley Comprehensive Plan* is a guiding policy for how the city will manage and/or address issues associated with growth and development in Sedro-Woolley. The *Comprehensive Plan* is a requirement of the State Growth Management Act, Chapter 36.70A RCW and addresses thirteen planning goals. The goals address: urban growth, reduce sprawl, transportation, housing, economic development, property rights, permits, natural resources, open space/recreation, environment, citizen participation, public facilities and service, and historic preservation.

The Sedro-Woolley Planning Commission has reviewed the 2010 Docket agenda and held public hearings for the Docket items. After the Planning Commission concluded its hearings process, they made the following recommendations as attached.

CPA-1-10 -- Update of the Schools section of the Capital Facilities Element

Planning Commission recommendation: **Approve** with amendments shown in Exhibit 1 of *Findings of Fact, Conclusions and Recommendations*.

CPA-2-10 -- Update of the Parks and Recreation Element

Planning Commission recommendation: continue review into 2011 – no action necessary at this time

CPA-3-10 – Update Comprehensive Land Use Map and Zoning Map to reflect rezone of recently annexed properties on Fruitdale Road

Planning Commission recommendation: **Approve** with revised maps shown in Exhibits 2 & 3 of *Findings of Fact, Conclusions and Recommendations*.

ATTACHMENTS

Planning Commission's *Findings of Fact, Conclusions and Recommendations* including proposed changes for CPA-1-10, CPA-2-10 and CPA-3-10

CITY COUNCIL ACTION OPTIONS

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

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

RECOMMENDATION

No action requested at this time (1st read).

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

File #s – Requested by:

CPA-1-10 Sedro-Woolley School District

CPA-2-10 Sedro-Woolley Planning

CPA-3-10 Sedro-Woolley Planning

**2010 COMPREHENSIVE PLAN
AMENDMENT REQUESTS
– 2010 DOCKET –**

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

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

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. The list of proposed amendments is termed the “Docket.” Three proposals for Comprehensive Plan, Zoning/Land Use Maps and development regulation changes were requested for inclusion on the 2010 Comprehensive Plan Docket; one by the Sedro-Woolley School District and the other two by the City. All three items were Docketed and reviewed by the Planning Commission in accordance with State and local rules. Those three items on the 2010 Docket are described below. The second item on the 2010 Docket is not yet complete and is being continued on the 2011 Docket.

CPA-1-10 – Update of the Schools section of the Capital Facilities Element

This is the first of three proposed amendments to the Comprehensive Plan on the 2010 Docket. The Sedro-Woolley School District #101 (District) has requested that the District’s 2010 Capital Facilities Plan be adopted as part of the Sedro-Woolley Comprehensive Plan. The 2010 CFP includes a decrease in the school impact fees. The previous school impact fee was \$5,239 per single family unit and \$5,254 per unit for multifamily developments. Based on the District’s impact fee calculations in the 2010 CFP, the newly recommended impact fees are \$2,649 per single family unit and \$1,398 per multi-family unit. This amendment will require changes to Capital Facilities Element of the Comprehensive Plan. The City Council already passed a resolution amending Chapter 15.64 SWMC of the Sedro-Woolley Municipal Code (SWMC) adopting the lower impact fees in March of 2010. This action is to

update the District's Capital Facility Plan and formally adopt revised calculations supporting the impact fee reduction.

CPA-2-10 – Update of the Parks and Recreation Element

The Sedro-Woolley Planning Department (Planning) requested that the Parks and Recreation Element of the Sedro-Woolley Comprehensive Plan be updated in anticipation of the required 2012 deadline to update each of the elements of the Comprehensive Plan. Per the GMA, the comprehensive Plan must be updated by 2012; individual elements of the Plan in its entirety may be adopted prior to the 2012 deadline. The Parks and Recreation Element was last updated in 2005.

The Planning Commission did not complete its review of the Parks and Recreation Element in 2010, thus has requested to remove close file CPA-2-10 and resume the review of this element as part of the 2011 Docket. By closing the 2010 file, the City Council may take final action on the other two items on the 2010 Docket (CPA1-10 and CPA-3-10) without waiting for file CPA-2-10 to be completed.

CPA-3-10 – Non-site specific Rezone – Fruitdale Road Annexation Area

The City of Sedro-Woolley recently completed an annexation of 43.39 acres of land on the east side of Fruitdale Road, north of State Route 20 and west of the Northern State Recreation Area. The annexation became official on September 15, 2010. In response to requests by some property owners to review the overall zoning of the area, the City placed the request on the 2010 Comprehensive Plan review docket. The area was annexed into the City under the Residential-5 zoning designation. A request to rezone part of the newly annexed area as Residential-7 was received with the original annexation request, and during the public meetings held as a requirement of the annexation process, further discussions to designate some properties in the area as Mixed Commercial or Industrial were also raised. This update will require changes to the City Zoning Map and the Comprehensive Land-Use Map.

Planning Commission Finding of Fact

Conformance with Growth Management Act (GMA)

1. On December 9, 2009, December 23, 2009, January 6, 2010, and January 20, 2010, the City of Sedro-Woolley advertised in the Skagit Valley Herald that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments or text amendments to the City's development regulations will be January 29, 2010.
2. No requests for Land Use Map, Zoning Map or Comprehensive Plan amendments were received from the public at-large. The Sedro-Woolley School District submitted one Comprehensive Plan amendment proposal.

3. On March 24, 2010 the City Council reviewed the three items that were proposed for inclusion on the 2010 Comprehensive Plan Docket. The City Council decided to place all three items on the 2010 Docket. The City Council directed the Planning Commission to hold public hearings on the Docket items and make recommendations for the Council to consider.
4. Per RCW 36.70A.106, notice of the proposed zoning and Comprehensive Plan amendments were sent to the Washington State Department of Commerce (COMM) for 60-day review on January 13, 2011. The review period expired March 14, 2011 and no COMM comments were received.
5. A SEPA DNS for the 2010 Docket was issued on January 26, 2011.

CPA-1-10 – Update of the Schools section of the Capital Facilities Element of the Comprehensive Plan

6. The Sedro-Woolley School District #101 (District) requested that the Sedro-Woolley Comprehensive Plan be updated to include the District's 2010 Six Year Capital Facilities Plan (CFP). The CFP is included in the Capital Facilities Element of the City's Comprehensive Plan. The version being replaced was adopted by the District in 2007 and the City adopted as part of the 2008 Comprehensive Plan update cycle. The request was given the file number CPA-1-10.
7. Comprehensive Plan amendment request #CPA-1-10 was accepted as administratively complete on March 17, 2010.
8. The CFP uses projected population increases to extrapolate student enrollment changes over a six year period. The existing school facilities capacities are inventoried and compared with the projected increase in enrollment to determine the amount of new capital facilities that will be necessary to accommodate new development. The cost to make those improvements is calculated and applied to the number of new residential units expected, resulting in an impact fee per new unit.
9. The District's CFP found that enrollment projections will be lower than anticipated in the 2007 CFP, therefore the school impact fee calculations have changed. The old impact fees for new development were calculated at \$5,239 per single family unit and \$5,254 for units in multi-family developments. Local jurisdictions are allowed by state statutes to reduce the amount of the proposed impact fee as the jurisdiction sees fit, but may not charge more than the value shown necessary to accommodate attendance increases reasonably related to new development. These values include a 25% discount to mitigate the cost to users (the 2007 values before the discount are 6,985 and \$7,006). The 2010 CFP revised those values to \$2,649 and \$1,398 including the 25% discount.
10. The City Council recognized the reduction in school impact fees in March of 2010 and passed Ordinance 1672-10 to reduce the school impact fees found in Chapter 15.64 SWMC to \$2,649 for single family units and \$1,398 for multi-family units. The current proposal is to officially adopt the District's CFP that fully supports the lowered impact fee rates as well as the District's anticipated enrollment and capital facilities improvement projects.
11. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-1-10, a proposal to update the schools section of the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan, was on that Docket.

12. On April 10, 2010, in compliance with Chapters 17.60 and 2.90 SWMC, notice of an April 20 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Capital Facilities Element of the Comprehensive Plan were received in advance of the hearing.
13. On April 20, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated April 20, 2010 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date.
14. At the hearing staff presented the background concerning the proposed Comprehensive Plan amendments and made a recommendation that the Planning Commission recommend approval of the proposed amendment to the City Council.
15. After discussion the proposal, the Planning Commission made a motion to approve the amendments to the Capital Facilities Element as shown in Exhibit 1. The motion passed 6-0.

CPA-2-10 – Updates to the Parks and Recreation Element of the Comprehensive Plan

16. The Planning Commission has been working on issues related to parks and recreation since early 2010. Many of those issues are related to the development code (SWMC) and not the Parks and Recreation Element of the Comprehensive Plan. However, the Comprehensive Plan and the development regulations are closely tied, thus no significant changes to the SWMC regarding parks are possible without reviewing and revising Parks and Recreation Element of the Comprehensive Plan. Major revisions to the rules for parks may require amendments to the Comprehensive Plan.
17. The Planning Department included a request to amend the Parks and Recreation Element of the Comprehensive Plan on the 2010 Docket to facilitate the Planning Commission's work on park issues. The Element was last updated in 2005 and is required to be updated by December 1, 2012; the timing of the update is both necessary and ideal.
18. Comprehensive Plan amendment request #CPA-2-10 to update the Parks and Recreation Element of the Comprehensive Plan was accepted as administratively complete on March 17, 2010.
19. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-2-10 was on that Docket.
20. On May 9, 2010, in compliance with Chapters 17.60 and 2.90 SWMC, notice of a May 18, 2010 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Parks and Recreation Element of the Comprehensive Plan were received in advance of the hearing.
21. On May 18, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated May 18, 2010 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date. At the hearing, staff reviewed the existing Parks and Recreation Element and made a recommendation that the Planning Commission review the existing element, hold multiple open meetings to receive public input and propose amendments for the City Council to consider later in the year. The Planning Commission proposed preliminary recommendations to the

- existing text of the Parks and Recreation Element. No members of the public spoke at the hearing.
22. The City Council held a joint workshop with the Planning Commission on June 1, 2010. Among items discussed at that workshop was the direction of the Parks and Recreation Element update. The Council provided recommendations for the Planning Commission to consider in its ongoing update process.
 23. On June 5, 2010, notice of a June 15 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Element were received in advance of the hearing. The Planning Commission was still actively gathering comments and data, thus no major revisions were proposed by staff ahead of this hearing.
 24. At the June 15, 2010 Planning Commission hearing, the Planning Commission discussed further possible amendments to the Element. No members of the public made comments.
 25. The Planning Commission took a break from working on the Parks and Recreation Element while it focused on associated (but separate) project concerning development standards for private parks – recreation areas within subdivisions and multi-family developments. The Planning Commission made several recommendations to the City Council for revisions to the development standards for private parks and it was necessary to await the result of those proposed changes before continuing with the Parks and Recreation Element update.
 26. The Planning Commission resumed work on CPA-2-10 at its November 16, 2010 meeting. Notice of the hearing was published in the Skagit Valley Herald. No members of the public submitted written comments ahead of the hearing, nor were there any public comments at the hearing. Further hearings were scheduled for December 21, 2010.
 27. On December 10, 2010, notice of a December 21 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No public comments on the proposed amendments to the Element were received in advance of the hearing.
 28. Using the input from the Planning Commission, City Council and the public at the earlier hearings and workshops, staff proposed additional changes in a memo dated December 21, 2010. That memo was available for public review ahead of the December 21 hearing. No members of the public commented on the issue at that meeting.
 29. At the December 21, 2010 Planning Commission hearing, the Planning Commission discussed further possible amendments to the Element. No members of the public made comments.
 30. Because the Planning Commission believes there is more work to be done on the Parks and Recreation Element, the topic is being added to the 2011 Comprehensive Plan Docket. This action allows the 2010 Docket cycle to be closed and the other items on the 2010 Docket to be acted on by the City Council. The Planning Commission will resume working on the Parks and Recreation Element in 2011.

CPA-3-10 – Area-wide rezone for area recently annexed into northeastern portion of City

31. On September 15, 2010 Ordinance 1678-10, a 43.39 acre annexation – referred to as the Fruitdale Road/ Earles Annexation – went into effect. During the annexation hearings

- process, the annexation initiator and other property owners within the annexation area expressed a desire to upzone the land from the Residential-5 zoning designation under which the land was annexed. Several potential zoning designations were desired, including Residential-7, Mixed Commercial or possibly Industrial.
32. The annexation was anticipated and the desire for rezoning was known prior to the presentation of the 2010 Docket to the City Council in March, and therefore was included on the 2010 Docket. The rezone affects a dozen properties and property owners, as well as many more neighboring properties, thus the action was considered an area-wide rezone, and is sponsored by the City instead of any specific property owner(s). Comprehensive Plan amendment #CPA-3-10 was accepted as administratively complete on March 17, 2010.
 33. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-3-10 was on that Docket.
 34. On September 7, 2010, in compliance with Chapters 17.60 and 2.90 SWMC, notice of an September 21 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. No written public comments on the proposed goals and policies formatting changes to the Comprehensive Plan were received in advance of the September 21, 2010 hearing.
 35. On September 21, 2010 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated September 21, 2010 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date.
 36. At the hearing staff presented an overview of the annexation history, the background of the rezoning proposal and the potential advantages and impacts of an upzone. Staff made a recommendation that the Planning Commission recommend the rezone proposed in the September 21 staff report for the City Council to consider. That rezone included changing roughly the northern half to Residential-7 and changing the roughly southern half of the area to Mixed Commercial.
 37. One property owner spoke in support of rezoning his property as Residential-7, and explained his desire to build a clustered development of 20 duplexes on the developable portion of his 9.6 acres of land. The Planning Commission did not make a recommendation at the September meeting; the issue was continued until the next Planning Commission meeting on October 19, 2010.
 38. On October 8, 2010, notice of the October 19 Comprehensive Plan Hearing in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald. One written comment opposing the proposed rezone (supporting the current Residential-5 zoning) was received in advance of the hearing.
 39. At the October 19, 2010 Planning Commission hearing, the Planning Commission continued its discussion of the proposed rezone. During the Planning Commission meeting, but prior to the public hearing time for CPA-3-10, the property owner who had spoken at the previous hearing spoke to say that he wishes duplexes to be allowed without limits in the Residential-7 Zone so he follow through with a plan to develop his property with duplexes.
 40. The Planning Commission concluded its discussion of CPA-3-10 and made a motion to recommend the proposed changes to the Comprehensive Land Use map and Zoning Map as shown in Exhibits 2 & 3. The motion carried 5-0.

Planning Commission Recommendations

CPA-1-10 – Update of the Schools section of the Capital Facilities Element of the Comprehensive Plan

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Schools section of the Capital Facilities Element of the Comprehensive Plan as shown in Exhibit 1.

CPA-2-10 – Update of the Parks and Recreation Element of the Comprehensive Plan

Planning Commission closed this file and will resume review of the Parks and Recreation Element as part of the 2011 Docket. No amendments to the Parks and Recreation Element are recommended at this time.

CPA-3-10 – Non-site specific Rezone – Fruitdale Road Annexation Area

Based on the findings of fact and information submitted to the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Zoning Map and Comprehensive Land-Use Map (Appendix A to the Comprehensive Plan) as shown in Exhibits 2 and 3.

EXHIBITS

- Exhibit 1 – Recommended amendments to the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan to include a new Sedro-Woolley School District #101 six-year Capital Facilities Plan. File CPA-1-10.
- Exhibit 2 – Recommended amendments to the City Zoning Map. File CPA-3-10.
- Exhibit 3 – Recommended amendments to the Comprehensive Land Use Map. File CPA-3-10.

CERTIFICATION



Rick Judd, Planning Commission Chairman

3-16-11

Date

**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**

EXHIBIT 1

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- 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

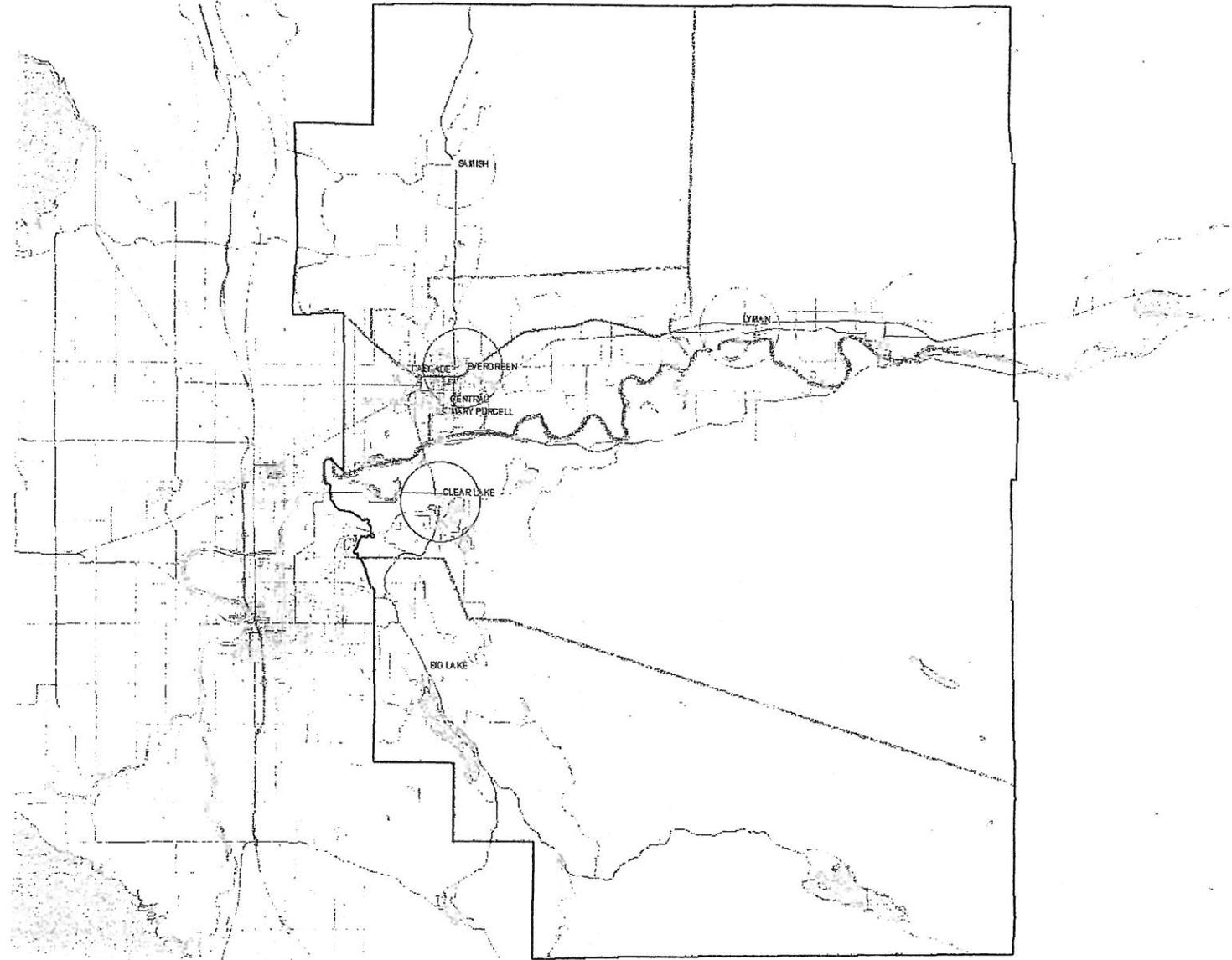
Sedro-Woolley School District
Office

2079 Cook Road
Sedro-Woolley, WA 98284

Support Services Building

317 Yellow Lane
Sedro-Woolley, WA 98284

Map of the District



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 unhoused 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 Capacity¹²	Estimated Costs	State Funding Assistance	Bond Funds	Mitigation and/or Impact Fees¹³	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**

STATE OF WASHINGTON
SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA

REPORT NO. 1049
RUN ON 11:02 DEC 04 '08

DETERMINATION OF PROJECTED ENROLLMENTS
BY COHORT SURVIVAL KK LINEAR PROJECTION

	---ACTUAL ENROLLMENTS ON OCTOBER FIRST---						AVER. % SURVIVAL	-----P R O J E C T E D E N R O L L M E N T S---					
	2003	2004	2005	2006	2007	2008		2009	2010	2011	2012	2013	2014
SEDPO WOOLLEY	DISTRICT NO. 101 SKAGIT COUNTY NO. 29												
KINDERGARTEN	283	307	298	279	261	281		288	283	259	254	249	244
GRADE 1	320	307	342	306	315	265	107.40	302	288	282	278	273	267
GRADE 2	292	318	292	321	327	306	98.34	281	297	283	277	273	268
GRADE 3	303	292	312	310	335	328	101.91	312	286	303	288	282	278
GRADE 4	338	297	298	317	316	330	100.42	329	313	267	304	289	283
GRADE 5	306	323	296	300	324	301	98.67	326	326	309	263	300	285
GRADE 6	353	309	313	304	324	319	101.41	305	331	300	313	267	304
K-6 HEADCOUNT	2,195	2,181	2,151	2,137	2,202	2,130		2,103	2,083	2,033	1,977	1,933	1,929
K-6 W/K @ 1/2	2,054	1,998	2,002	1,998	2,072	1,990		1,969	1,952	1,904	1,850	1,809	1,807
GRADE 7	373	350	326	320	330	308	102.10	326	311	338	337	320	273
GRADE 8	340	381	351	328	336	316	100.76	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	107.18	339	332	352	335	365	364
GRADE 10	418	422	432	386	373	347	98.24	328	333	326	346	329	359
GRADE 11	335	415	366	374	391	352	93.64	325	307	312	305	324	308
GRADE 12	342	329	312	492	476	524	113.82	401	370	349	355	347	389
9-12 HEADCOUNT	1,578	1,563	1,645	1,614	1,576	1,557		1,393	1,342	1,339	1,341	1,365	1,400
K-12 HEADCOUNT	4,498	4,446	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 Mlyre
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

² Totals 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

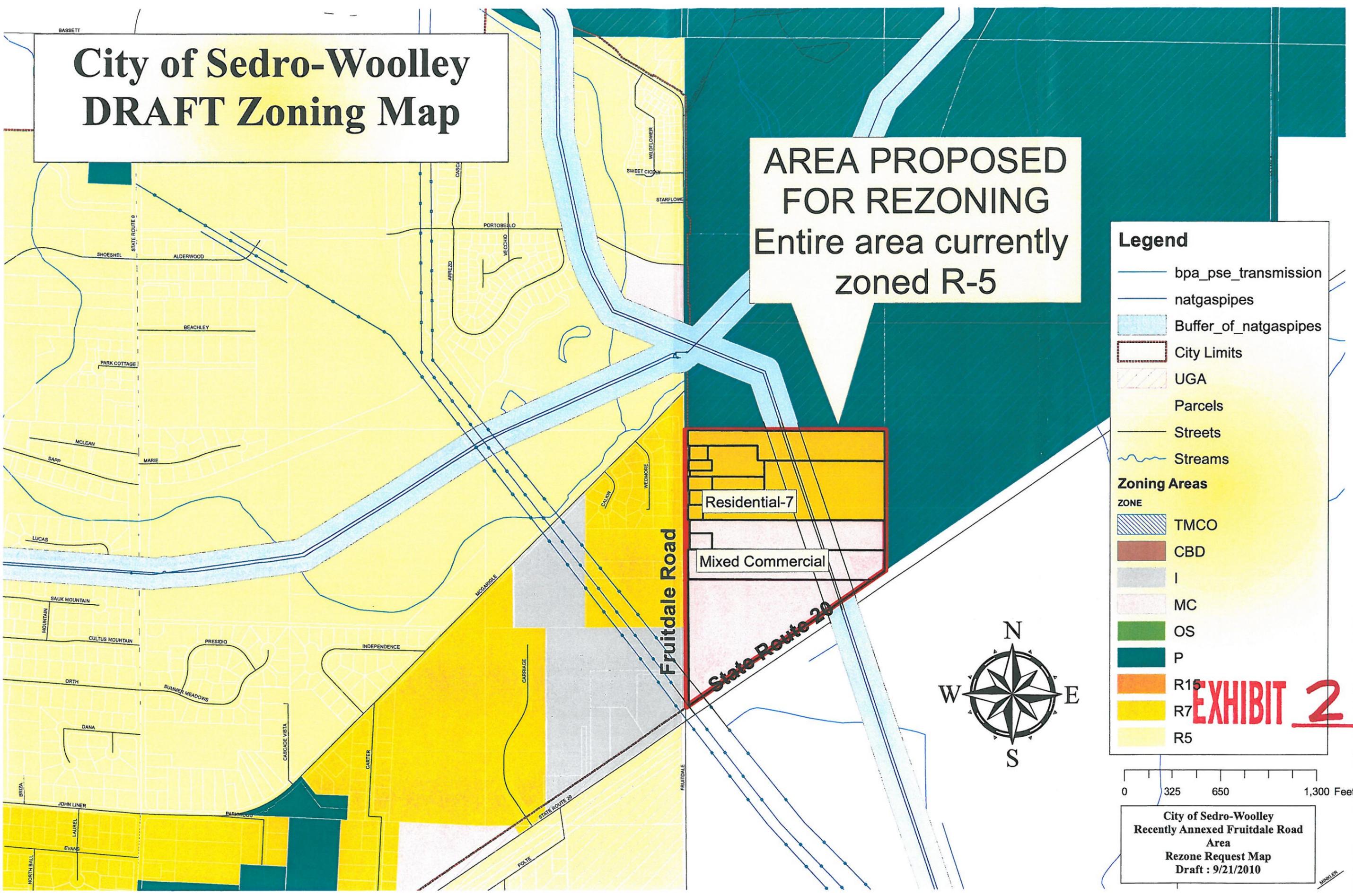
Grade	SF	MF
	Combined #	Combined #
K	28	2
1	22	3
2	49	1
3	29	6
4	24	3
5	30	3
6	27	1
7	33	3
8	29	2
9	29	2
10	23	
11	25	1
12	19	
Total	367	27
Total Units	852	145

APPENDIX C
SCHOOL IMPACT FEE CALCULATIONS

SCHOOL IMPACT FEE CALCULATIONS							
DISTRICT	Sedro-Woolley School District						
YEAR	2009						
School Site Acquisition Cost:							
				Student	Student		
	Facility	Cost/	Facility	Factor	Factor	Cost/	Cost/
	Acreage	Acre	Capacity	SFR	MFR	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)							
				Student	Student		
	%Perm/	Facility	Facility	Factor	Factor	Cost/	Cost/
	Total Sq.Ft.	Cost	Capacity	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)							
				Student	Student		
	%Temp/	Facility	Facility	Factor	Factor	Cost/	Cost/
	Total Sq.Ft.	Cost	Size	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
						TOTAL	TOTAL
						\$22	\$12
State Matching Credit:							
Boeckh Index X SPI Square Footage X District Match % X Student Factor							
				Student	Student		
	Boeckh	SPI	District	Factor	Factor	Cost/	Cost/
	Index	Footage	Match %	SFR	MFR	SFR	MFR
Elementary	174.26	90.00	0.00%	0.245	0.131	\$0	\$0
Middle	174.26	117.00	57.91%	0.073	0.034	\$862	\$401
Sr. High	174.26	130.00	0.00%	0.113	0.021	\$0	\$0
						TOTAL	TOTAL
						\$862	\$401
Tax Payment Credit:							
						SFR	MFR
Average Assessed Value						\$217,655	\$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	\$1,395		

City of Sedro-Woolley DRAFT Zoning Map

AREA PROPOSED
FOR REZONING
Entire area currently
zoned R-5



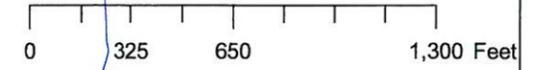
Legend

- bpa_pse_transmission
- natgaspipes
- Buffer_of_natgaspipes
- City Limits
- UGA
- Parcels
- Streets
- Streams

Zoning Areas

ZONE

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

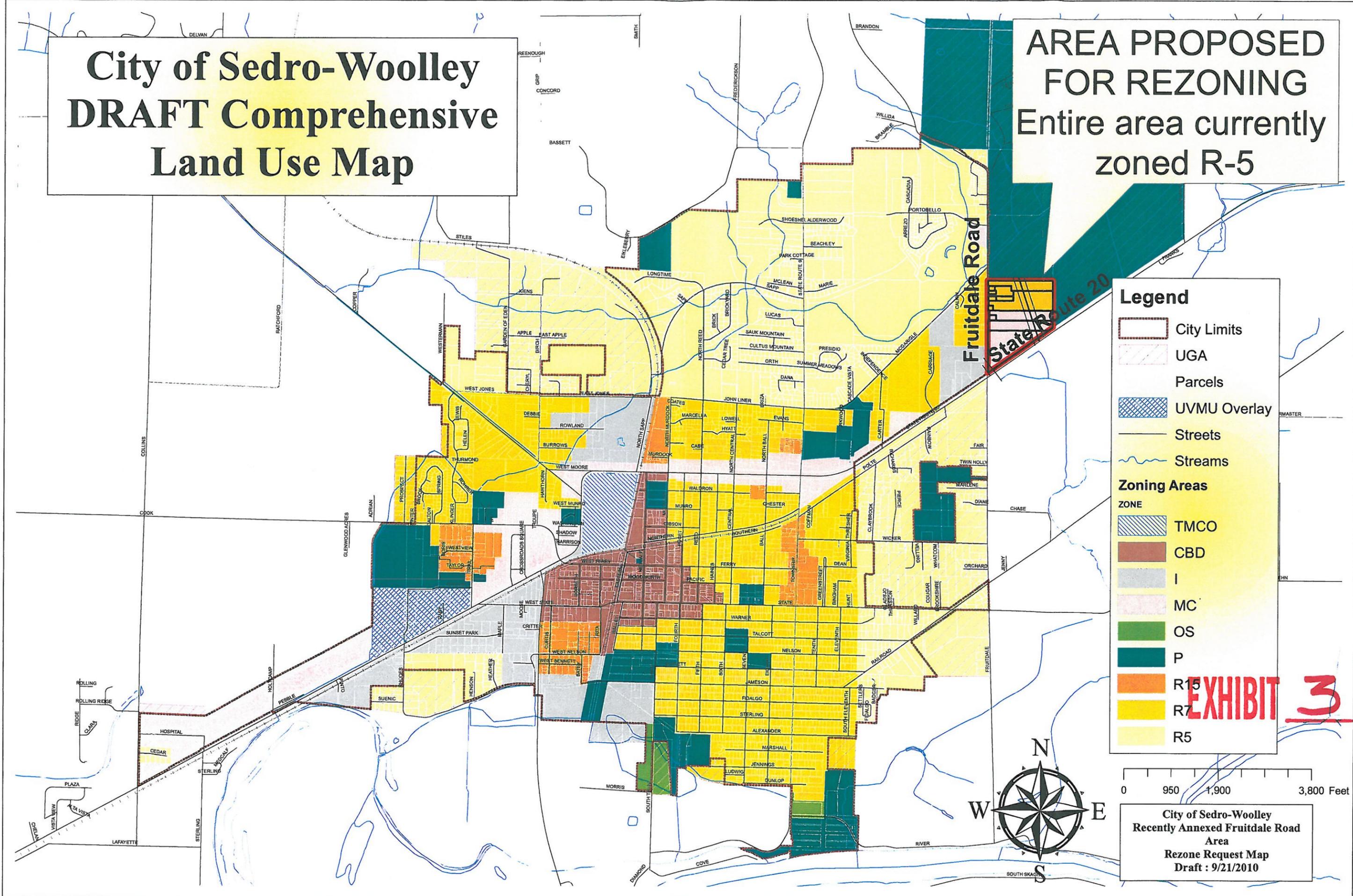


City of Sedro-Woolley
Recently Annexed Fruitdale Road
Area
Rezoning Request Map
Draft : 9/21/2010

EXHIBIT 2

City of Sedro-Woolley DRAFT Comprehensive Land Use Map

AREA PROPOSED
FOR REZONING
Entire area currently
zoned R-5



Legend

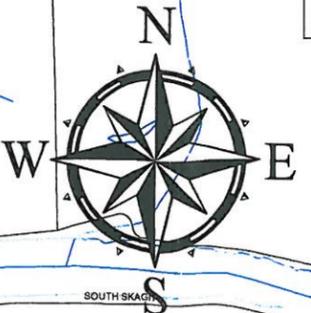
- City Limits
- UGA
- Parcels
- UVMU Overlay
- Streets
- Streams

Zoning Areas

ZONE

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

EXHIBIT 3



City of Sedro-Woolley
Recently Annexed Fruitdale Road
Area
Rezone Request Map
Draft : 9/21/2010

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS