

Next Ord: 1736-12
Next Res: 859-12

VISION STATEMENT

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

MISSION STATEMENT

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

CITY COUNCIL AGENDA

April 11, 2012

7:00 PM

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

1. Call to Order
2. Pledge of Allegiance
3. Consent CalendarPages 1-136

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

- a. Minutes from Previous Meeting (Including April 4, 2012 Work Session)
- b. Finance
 - Claim Checks #74132 to #74201 in the amount of \$94,391.41.
 - Payroll Checks #52716 to #52822 in the amount of \$258,544.76.
- c. Possible Bid Award - Public Works Agreement Nos. 2012-PW-19
2012 WTP Equipment Repairs
- d. Amendment 1 to the Interlocal Agreement dated 10/18/2011 with
Skagit County Conservation District
Public Education & Involvement Project in support of the
NPDES Phase II Stormwater Permit WAR-04-5555
- e. Interagency Agreement with Department of Enterprise Services,
#2012-ERG-556
- f. Professional Services Agreements No. 2012-PS-01
Task Order 3 - SR20/Cook Road Realignment Project Environmental Services
- g. Possible Bid Award - Public Works Agreement Nos. 2012-PW-13
2012-2014 Electrical Preventative Maintenance Services
Western Electrical Services, Inc.
- h. Possible Bid Award - Public Works Agreements Nos. 2012-PW-11
On-Call Tree Trimming and Removal Services
- i. Interlocal Joint Purchasing Agreement - Washington County Fire District No. 2

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

UNFINISHED BUSINESS

5. 2011 Comprehensive Plan Docket (2nd reading).....Pages 139-188 and Attachments

6. Ordinance - Creating Impact Fee CreditsPages 189-192
7. Swedelius Site Access Road and Tree Farm Operation.....Pages 193-208

NEW BUSINESS

8. SWMC 8.04.105 A.....Pages 209-212
9. Skagit County Request for Participation on a Jail Project Coordinating Committee (JPCC).....
.....Pages 213-250

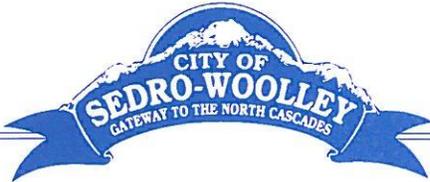
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

APR 11 2012

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 13



DATE: April 11, 2012
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the April 11, 2012 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Kevin Loy
___ 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.

APR 11 2012

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
March 28, 2012 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Rick Lemley and Brett Sandström. Staff: Recorder Brue, City Supervisor/Attorney Berg, Engineer Freiburger, 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 #74053 to #74131 in the amount of \$133,028.33.
 - Payroll Checks #52610 to #52715 in the amount of \$195,779.10.
- Possible Purchase Order Amendment – Purchase Order 2011-PO-01 Sodium Hypochlorite 12/5% Purchase Annual Contract
- 2012 EMS Disposable Supply Inter-Local

Councilmember Storrs moved to approve the consent calendar, as presented, Items A through D. Seconded by Councilmember Lemley. Motion carried (6-0).

Public Comment

Pat Huggins – 1011 Alderwood Ln., representing Haines St. LLC, addressed the Council regarding his request to stop garbage service for vacant rental units and reviewed correspondence between him and the City. He noted there are three rental units on one parcel of land. The letters included city code which addresses cans per unit and cans per parcel. He believes the City's interpretation is incorrect and requested the situation be looked into.

Mayor Anderson said he would look into the situation for Huggins and get back to him.

An Unidentified Member representing the American Legion spoke to the Council regarding the start up of a Junior Shooters program for youth of all ages up to the age of 18. He also announced the upcoming Passing of the Pig ceremony on June 22nd – 24th, to include a march through town.

Don Harbeston – 1273 Arrezzo Dr., addressed the Council regarding parking in front of mail boxes in his neighborhood which hampers their mail delivery. He questioned the possibility of no parking during mail delivery hours.

NEW BUSINESS

2011 Comprehensive Plan Docket

Planner Moore reviewed the first read of the 2011 Comprehensive Plan Docket. He noted public hearings have been held at the Planning Commission level and the docket has been reviewed with no comments through the Department of Commerce. The Planning Commission has made the following recommendations:

- CPA-1-11 Rezone of Abandoned Railroad Corridor Along Northern Street
- CPA-2-11 Proposed Expansion of UGA to include City-owned Properties (City owned property on River Road minus the residential properties on the South-side of Dunlop)
- CPA-3-11 Update of the Parks and Recreation Element

Discussion ensued regarding some property owners on the South side of Dunlop not being interested in being in the Urban Growth Area, uncertainty as to how the County will view the request, analysis of current park land and projected need, alteration of current inventory as listed in the plan and park impact fees (no changes recommended).

Planner Moore reviewed the possible actions available upon the second reading to include 1) Adopt the ordinance that includes the changes as recommended by the Planning Commission and resolution, 2) Refer the documents back to the Planning Commission for further review and modification; 3) Adoption of the ordinance and resolution with additional changes made by the City Council; and 4) Reject the proposed changes.

The item will be placed on the next agenda for action.

Proposed Planning Commission 2012 Work Plan

Planner Moore reviewed the proposed 2012 Work plan for the Planning Commission. He noted these are additional items to the regular items assigned by the City Council and Comprehensive Plan updates. The items are:

- 1) Develop Design Standards and Zoning Code for the Urban Village Mixed Use Zone.
- 2) Develop rules for installation of parklets.
- 3) Develop and Urban Forestry Program to include becoming registered with the Tree City USA program.
- 4) Produce streetscape standards for private and public development and redevelopment of streets
- 5) Revise the Planned Residential Development (PRD) zoning code.

Councilmember Sandström expressed support for the parklet and streetscape standards as a high priority.

Discussion took place regarding the potential for nursery stock, urban forestry designation and timing of decision.

Councilmember Sandström moved to proceed with the work plan as presented. Councilmember Storrs seconded. Motion carried (6-0).

Planning Committee report on Impact Fees and General Facilities Charges

City Supervisor/Attorney Berg noted the Council Planning committee met and was unable to come to a recommendation. The thought was to discuss at a worksession but there is a live issue that has made a decision to be more urgent.

Berg stated the question is “when viewing an existing property that hasn’t been used for its intended use, at what point does that property lose whatever credits that may have existed for impact fees and capital facility charges, where is the line”. He noted the code has been interpreted in one fashion but ultimately it is a policy question for the Council.

Councilmember Sandström, member of the Planning committee commented that the question was how long a building can lay vacant without being used before loss of credit, or how intact does it have to be. The committee felt if it goes for the original use of the building that the fees would not need to be assessed.

Some discussion ensued using various vacant buildings as scenarios.

Pola Kelley – Sedro Woolley Chamber addressed the potential renovation of the old Oliver and Hammer where the Sedro Woolley Community Fellowship is located downstairs. She noted the impact fees that were quoted were so high it will prevent them from going ahead with the project. The impact fees were almost double the cost of construction. She spoke of the proposed use of the upstairs with office space. She expressed concern that if we make old buildings so high of a cost that people won’t want to renovate them we will end up with deteriorating buildings downtown. She asked for consideration to be given not only for what the City needs but what the goal is for the downtown to become.

Discussion ensued to include having an established program for bonds with payment through impact fees; best choice for credits – office spaces vs. grocery store, issuing credits is the same as spending the money of the rate payers, policy choices, quality and distribution of rates, use of impact fees for match of grant funding projects and verifiable certification of structure.

Planner Moore noted he appreciated the discussion but the eminent question regarding existing buildings is how long can they be vacant before assessing impact fees and what level of disrepair.

Further discussion was held regarding calculation of impact fees; Councilmember Loy requested a copy of the written policy and discussion ensued of a policy that can be fairly and equally applied.

The consensus was to discuss further at the next worksession.

REPORTS AND REPORTS FROM OFFICERS

Police Lt. Tucker – referred to a photo of items seized from a recent arrest. He noted some of the items relate to recent burglaries and also includes a vehicle. He mentioned the current auction of a vehicle that was seized in a previous bust.

Councilmember Sandström – thanked the Police Department for their ability to focus on the local community issues.

Planner Moore – addressed an updated permit and code enforcement activity report within the Council packet. He spoke of some difficulty with the enforcement of code violations and discussed the possibility of the topic as a worksession item.

Discussion on code violations, civil process for abatement, need for a mechanism for property enforcement and clean up was held.

Engineer Freiberger – announced the upcoming open house for the SR-20, Metcalf to Township Lane Widening and Bicycle/Pedestrian Improvements Project on Thursday, April 12, 2012 beginning at 11:00. He noted the signals have been activated and are working fine. The project is complete with the exception of a few punch list items. He also noted the closure for applications for consultants on the SR20/Cook Road Realignment project. Freiberger reported that notification was received for funding on the Safe Routes to Schools contingency project. An application to TIB for additional funds for the sidewalks will be submitted as well as for the John Liner road project for a bike/pedestrian path. He also reported that Leo Jacobs is working on a grant for a demonstration composting facility through Department of Ecology.

City Supervisor/Attorney Berg – reported he was still waiting to hear back from Skagit County on the Brickyard Creek Interlocal agreement. He also reported the EMS Summit he attended on behalf of the City in which the County has decided to seek a levy in the August election. Berg discussed the timing crunch and Sedro-Woolley's stance to fix the issues and then seek funding but noted the critical nature of funding. He also reported on an upcoming meeting for the formation of a committee regarding a possible jail proposal.

Councilmember Wagoner – congratulated Councilmember Sandström for making a call to 911 on a neighborhood watch which resulted in an arrest.

Councilmember Lemley – announced the upcoming Woodfest this coming weekend at Sedro-Woolley High School.

Councilmember Sandström – again, thanked Police Lt. Tucker and his department for their continued efforts to keep the community safe.

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

The meeting adjourned at 8:24 P.M.

APR 11 2012

CITY OF SEDRO-WOOLLEY

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

Council Worksession

April 4, 2012 – 7:00 P.M. – Public Safety Training Room

The worksession was called to order at 7:00 P.M. by Mayor Mike Anderson.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström
Staff: City Supervisor/Attorney Berg, Finance Director Nelson and Public Works Director Freiburger

Flag Salute

Port of Skagit County

- Port Commissioner Bill Shuler, Executive Director Patsy Martin and Communications Manager Carl Molesworth presented and discussed the Port's role, responsibilities, history, services provided, tax structure, airport, marina start-up company and their desire to partner with local cities for economic development. Council questions concerning the Port's recent significant increase in property tax, competition with private enterprise and dredging of the Swinomish Channel were answered. The Port has created a profile of Skagit County geared toward economic development and is requesting cities to also place it on their website.

Impact Fee/General Facility Charge Credits for Existing Structures

- City Supervisor/Attorney Berg summarized the issues which continued the discussion from prior meetings. He will draft an ordinance based upon the following general consensus: Impact fee credits will remain with a property based upon its last usage; commercial general facility charge credits will remain the same; residential general facility charge credits will be changed to the commercial policy; upon demolition of derelict buildings, a credit will be issued for impact fees and general facility charges for ten (10) years with the property owner continuing to pay the monthly sewer fee.

Councilors were invited to attend the dedication of the 25th Habitat for Humanity House on April 15th. Councilors were reminded of the Council Retreat on May 10th.

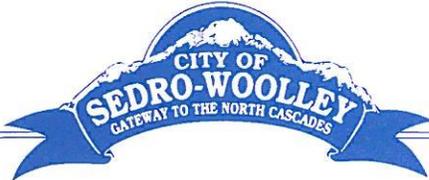
The Council adjourned into Executive Session to review the performance of a public employee under RCW 42.30.110(i)(g) at 9:05 P.M. for approximately 20 minutes with no decision to be reached.

Council reconvened from Executive Session and adjourned at 9:24 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

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



DATE: April 11, 2012
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 April 11, 2012.

Motion to approve Claim Checks #74132 to #74201 in the amount of \$94,391.41.

Motion to approve Payroll Checks #52716 to #52822 in the amount of \$258,544.76.

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.

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/11/2012 (Printed 04/02/2012 15:53)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
74132	ADVANTAGE BUSINESS &	SUPPLIES	FIN 27.62
		OFFICE SUPPLIES	LGL 6.13
		OFFICE/OPERATING SUPPLIES	IT 6.13
		SUPPLIES/BOOKS	PLN 12.28
		SUPPLIES	ENG 21.48
		OFFICE/OPERATING SUPPLIES	PD 89.00
		OFFICE SUPPLIES	FD 12.28
		OFF/OPER SUPPS & BOOKS	INSP 6.13
		OPERATING SUPPLIES	PK 21.48
		OFFICE SUPPLIES	CEM 6.13
		OPERATING SUPPLIES	ST 18.41
		OPERATING SUPPLIES	LIB 12.28
		OFFICE SUPPLIES	SWR 39.90
		OFFICE SUPPLIES	SAN 27.62
	WARRANT TOTAL	306.87	
74133	ALL-PHASE ELECTRIC	REPAIRS/MAINTENANCE	ST 100.09
		OPERATING SUPPLIES	SAN 33.37
		WARRANT TOTAL	133.46
74134	ALPINE FIRE & SAFETY	SUPPLIES/BOOKS	PLN 7.18
		SUPPLIES	ENG 7.18
		OFF/OPER SUPPS & BOOKS	INSP 7.17
		WARRANT TOTAL	21.53
74135	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST 5.60
		LAUNDRY	SWR 12.74
		WARRANT TOTAL	18.34
74136	ASI	PROFESSIONAL SERVICES	SWR 260.00
		PROFESSIONAL SERVICES	SWR 70.00
		WARRANT TOTAL	330.00
74137	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD 1,922.58
		AUTO FUEL/DIESEL	FD 901.00
		AUTO FUEL/DIESEL	CEM 118.84
		AUTO FUEL/DIESEL	ST 314.25
		MAINT OF GENERAL EQUIP	SWR 280.08
		AUTO FUEL/DIESEL	SWR 149.84
		WARRANT TOTAL	3,686.59
74138	AT & T	TELEPHONE	JUD .46
		TELEPHONE	EXE .96
		TELEPHONE	FIN 10.58
		TELEPHONE	LGL 4.81
		TELEPHONE	IT .46
		TELEPHONE	PLN 4.81
		TELEPHONE	ENG 14.42
		TELEPHONE	PD 36.54
		TELEPHONE	FD 7.70
		TELEPHONE	INSP .96
		TELEPHONE	ST .96

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/11/2012 (Printed 04/02/2012 15:53)

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TELEPHONE LIB	1.93
		TELEPHONE SWR	3.85
		TELEPHONE SAN	7.70
		WARRANT TOTAL	96.14
74139	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG CEM	17.54
		WARRANT TOTAL	17.54
74140	BIRCH EQUIPMENT CO INC	ENHANCEMENT PROJECT PK	11.90
		WARRANT TOTAL	11.90
74141	BLUMENTHAL UNIFORM & EQUP	BALISTIC VESTS PD	668.14
		WARRANT TOTAL	668.14
74142	BOULDER PARK, INC	SOLIDS HANDLING SWR	5,541.26
		WARRANT TOTAL	5,541.26
74143	C-N-I LOCATES, LTD	ENHANCEMENT PROJECT PK	732.00
		WARRANT TOTAL	732.00
74144	CARL'S TOWING INC.	PROFESSIONAL SERVICES PD	191.51
		PROFESSIONAL SERVICES PD	191.51
		WARRANT TOTAL	383.02
74145	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES PD	28.09
		WARRANT TOTAL	28.09
74146	CONSOLIDATED SUPPLY CO.	ENHANCEMENT PROJECT PK	162.29
		WARRANT TOTAL	162.29
74147	CUES	MAINTENANCE OF LINES SWR	193.07
		WARRANT TOTAL	193.07
74148	DAILY JOURNAL OF COMMERCE	ENG-SR20/COOK REALIGNMENT ART	73.80
		WARRANT TOTAL	73.80
74149	E & E LUMBER	WAYFINDER SIGNS PLN	15.54
		TRAINING FACILITIES FD	26.80
		OPERATING SUP - RV PARK PK	26.86
		SMALL TOOLS & MINOR EQUIP PK	384.10
		REPAIRS/MT-RIVERFRONT PK	26.82
		REPAIRS/MT-RIVERFRONT PK	43.76
		REPAIRS/MT-RV PARK PK	13.03
		REPAIRS/MT-RV PARK PK	13.09
		REPAIR/MT-METCALF BALL PARK PK	89.98
		REPAIR/MT-METCALF BALL PARK PK	81.15
		REPAIR/MT-METCALF BALL PARK PK	1.61
		REPAIR/MT-METCALF BALL PARK PK	386.74
		REPAIR/MT-METCALF BALL PARK PK	16.36
		REPAIR/MT-METCALF BALL PARK PK	4.81
		ENHANCEMENT PROJECT PK	22.83
		ENHANCEMENT PROJECT PK	16.33

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		ENHANCEMENT PROJECT	PK	31.14
		ENHANCEMENT PROJECT	PK	277.86
		ENHANCEMENT PROJECT	PK	23.76
		ENHANCEMENT PROJECT	PK	14.00
		OPERATING SUPPLIES	SAN	25.88
		OPERATING SUPPLIES	SAN	31.79
		WARRANT TOTAL		1,574.24
74150	EDASC	COMMUNICATIONS	EXE	415.00
		WARRANT TOTAL		415.00
74151	ECONOMY FENCE CENTER	ENHANCEMENT PROJECT	PK	460.93
		WARRANT TOTAL		460.93
74152	EDGE ANALYTICAL, INC.	SOLID WASTE DISPOSAL	SAN	445.00
		SOLID WASTE DISPOSAL	SAN	445.00
		SOLID WASTE DISPOSAL	SAN	445.00
		SOLID WASTE DISPOSAL	SAN	482.00
		WARRANT TOTAL		1,817.00
74153	PASTENAL COMPANY	OPERATING SUPPLIES	SAN	43.23
		WARRANT TOTAL		43.23
74154	FEDERAL CERTIFIED HEARING	PROFESSIONAL SERVICES	PD	20.00
		WARRANT TOTAL		20.00
74155	FEI #3007	CONTAINERS	SAN	53.00
		WARRANT TOTAL		53.00
74156	HANDY'S HEATING, INC.	REPAIRS/MT-PARKS SHOP	PK	92.54
		REPAIRS/MT-COMMUNITY CTR	PK	115.24
		REPAIR/MT-SENIOR CENTER	PK	8,627.87
		REPAIR/MT-SENIOR CENTER	PK	7,158.51
		REPAIR/MT-NORTH TOWNSHIP	PK	155.39
		REPAIR/MAINT-LIBRARY	PK	115.24
		REPAIR/MAINT-CITY HALL	PK	57.62
		REPAIR/MAINT-CITY HALL	PK	590.73
		REPAIR/MAINT-CITY HALL	PK	174.60
		MAINT OF GENERAL EQUIP	SWR	318.46
		WARRANT TOTAL		17,406.20
74157	HONEY BUCKET	UTILITIES-PORTABLE TOILETS	PK	75.00
		UTILITIES-PORTABLE TOILETS	PK	135.00
		WARRANT TOTAL		210.00
74158	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	21.05
		REPAIRS/MAINT-EQUIP	FD	21.05
		WARRANT TOTAL		42.10
74159	JR'S RV REPAIR & REBUILD	CONTAINERS	SAN	74.36
		WARRANT TOTAL		74.36

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74160	KING CO. DEPT OF FINANCE	SOLIDS HANDLING	SWR	3,552.76
		WARRANT TOTAL		3,552.76
74161	KROESEN'S INC.	UNIFORMS	FD	8.28
		UNIFORMS	FD	173.09
		WARRANT TOTAL		181.37
74162	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	116.00
		WARRANT TOTAL		116.00
74163	LOGGERS AND CONTRACTORS	OPERATING SUPPLIES	ST	158.31
		WARRANT TOTAL		158.31
74164	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	257.99
		WARRANT TOTAL		257.99
74165	MISTER T'S AWARDS & EMB	PUBLIC EDUC. SUPPLIES	PD	129.84
		WARRANT TOTAL		129.84
74166	NORTHWEST CLEAN AIR AGENCY	TRAINING FACILITIES	FD	325.00
		WARRANT TOTAL		325.00
74167	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	8.76
		SUPPLIES/BOOKS	PLN	2.71
		SUPPLIES	ENG	13.94
		OFF/OPER SUPPS & BOOKS	INSP	8.76
		OFF/OPER SUPPS & BOOKS	INSP	2.71
		OPERATING SUPPLIES	SWTR	9.72
		WARRANT TOTAL		46.60
74168	ORRCO	OPERATING SUPPLIES	ERR	499.88
		WARRANT TOTAL		499.88
74169	ORCA PACIFIC INC.	OP SUPPLIES-CHEMICALS	SWR	512.92
		WARRANT TOTAL		512.92
74170	OTTO ENVIRONMENTAL SYSTEMS	CONTAINERS	SAN	2,423.84
		CONTAINERS	SAN	681.66
		CONTAINERS	SAN	2,053.29
		WARRANT TOTAL		5,158.79
74171	PACIFIC POWER BATTERIES	MAINT OF GENERAL EQUIP	SWR	405.43
		MAINT OF GENERAL EQUIP	SWR	68.33
		REPAIRS/MAINT-EQUIP	SAN	472.13
		WARRANT TOTAL		945.89
74172	PAT RIMMER TIRE CTR, INC	MAINT OF GENERAL EQUIP	SWR	39.52
		WARRANT TOTAL		39.52
74173	PARTSMASTER	OPERATING SUPPLIES	SAN	349.13
		WARRANT TOTAL		349.13

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/11/2012 (Printed 04/02/2012 15:53)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74174	PRINTSTREAMS	SUPPLIES	JUD	90.89
		SUPPLIES	JUD	90.89
		SUPPLIES	JUD	69.25
		SUPPLIES	JUD	69.25
		WARRANT TOTAL		320.28
74175	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	34.99
		PUBLIC UTILITIES	FD	115.59
		UTILITIES-RIVERFRONT	PK	430.30
		UTILITIES-COMMUNITY CTR	PK	237.80
		UTILITIES-SENIOR CENTER	PK	378.79
		UTILITIES-TRAIN	PK	36.44
		UTILITIES-HAMMER SQUARE	PK	252.91
		UTILITIES-BINGHAM & MEMORIAL P		67.89
		UTILITIES - SHOP	PK	60.01
		UTILITIES - SHOP	PK	18.64
		UTILITIES - OTHER	PK	9.94
		PUBLIC UTILITIES-CITY HALL	PK	2,355.80
		PUBLIC UTILITIES	CEM	86.61
		PUBLIC UTILITIES	ST	8.00
		PUBLIC UTILITIES	ST	86.44
		PUBLIC UTILITIES	ST	246.61
		PUBLIC UTILITIES	ST	254.58
		CONST-SR20 WIDENING		43.45
		PUBLIC UTILITIES	LIB	264.29
		ADVERTISING	HOT	37.82
PUBLIC UTILITIES	SWR	10,912.63		
PUBLIC UTILITIES	SAN	158.80		
PUBLIC UTILITIES	SWTR	172.55		
WARRANT TOTAL		16,270.88		
74176	QUICK LANE TIRE & AUTO CENTER	REPAIR & MAINT - AUTO	PD	24.89
		WARRANT TOTAL		24.89
74177	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	72.59
		WARRANT TOTAL		72.59
74178	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES	SWR	314.35
		WARRANT TOTAL		314.35
74179	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP	FD	17.29
		OPERATING SUPPLIES	SWR	68.17
		OPERATING SUPPLIES	SAN	147.21
		OPERATING SUPPLIES	SAN	75.42
		OPERATING SUPPLIES	SAN	84.33
		WARRANT TOTAL		392.42
74180	SEDRO-WOOLLEY FAMILY	FEES-CDL ENDORCEMENT	ST	136.00
		WARRANT TOTAL		136.00
74181	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	8,002.50
		WARRANT TOTAL		8,002.50

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
74182	SKAGIT CO HEALTH DEPT	MISC-PERMITS & LICENSES	PK	50.00
		WARRANT TOTAL		50.00
74183	SKAGIT COUNTY SHERIFF	PRISONERS	PD	360.80
		WARRANT TOTAL		360.80
74184	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	150.24
		WARRANT TOTAL		150.24
74185	SKAGIT FARMERS SUPPLY	REPAIR/MT-METCALF BALL PARK	PK	21.63
		MAINTENANCE OF LINES	SWR	61.66
		MAINTENANCE OF VEHICLES	SWR	173.11
		WARRANT TOTAL		256.40
74186	SKAGIT RIVER STEEL	CONTAINERS	SAN	987.87
		WARRANT TOTAL		987.87
74187	SKAGIT PUBLISHING	ADVERTISING	PK	119.97
		PROFESSIONAL SERVICES	ST	119.97
		ENG-SR20/COOK REALIGNMENT	ART	290.00
		PROFESSIONAL SERVICES	SWR	119.97
		WARRANT TOTAL		649.91
74188	SOLID WASTE SYSTEMS, INC.	CONTAINERS	SAN	127.84
		WARRANT TOTAL		127.84
74189	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	33.40
		RETIRED MEDICAL	PD	41.53
		RETIRED MEDICAL	PD	31.00
		RETIRED MEDICAL	PD	52.71
		RETIRED MEDICAL	PD	34.00
		RETIRED MEDICAL	PD	72.00
		WARRANT TOTAL		264.64
74190	TIERNEY, MICHAEL B. P.S.	PROFESSIONAL SERVICES	SWR	3,374.10
		WARRANT TOTAL		3,374.10
74191	TRI-BORO SERVICES	MAINT OF GENERAL EQUIP	SWR	1,644.58
		WARRANT TOTAL		1,644.58
74192	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	4.64
		OFFICE/OPERATING SUPPLIES	PD	5.18
		REPAIR & MAINT - AUTO	PD	34.15
		OPERATING SUPPLIES	FD	6.48
		REPAIRS/MAINT-HYDRANTS	FD	5.94
		OPERATING SUP - PARKS SHOP	PK	17.07
		OPERATING SUP - COMM CENTER	PK	7.55
		OPERATING SUP - LIBRARY	PK	16.63
		REPAIRS/MT-RIVERFRONT	PK	28.74
		REPAIR/MT-METCALF BALL PARK	PK	15.99
		ENHANCEMENT PROJECT	PK	16.17
		ENHANCEMENT PROJECT	PK	32.07

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	CEM	12.95
		OPERATING SUPPLIES	SWR	9.05
		WARRANT TOTAL		212.61
74193	TUCKER, WILLIAM L.	SPECIAL INVESTIGATIONS	PD	500.00
		WARRANT TOTAL		500.00
74194	UNITED LABORATORIES	OPERATING SUPPLIES	ST	339.79
		OPERATING SUPPLIES	SAN	124.72
		WARRANT TOTAL		464.51
74195	VALLEY RUBBER & GASKET CO. INC	MAINT OF GENERAL EQUIP	SWR	2,109.45
		WARRANT TOTAL		2,109.45
74196	VERIZON WIRELESS	TELEPHONE	EXE	155.48
		TELEPHONE	FIN	57.68
		TELEPHONE	LGL	56.06
		TELEPHONE	IT	55.49
		NEXTEL CELL PHONES		170.85
		TELEPHONE	PD	173.04
		TELEPHONE	PD	430.10
		TELEPHONE	PD	313.71
		TELEPHONE	FD	127.38
		TELEPHONE	FD	85.38
		TELEPHONE	PK	172.87
		TELEPHONE	CEM	24.93
		TELEPHONE	ST	64.09
		NEXTEL CELL PHONES		201.19
		NEXTEL CELL PHONES	SAN	148.63
		WARRANT TOTAL		2,236.88
74197	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	99.00
		WARRANT TOTAL		99.00
74198	WA STATE PATROL	RENTAL TELETYPE	PD	534.00
		WARRANT TOTAL		534.00
74199	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		8,015.55
		WARRANT TOTAL		8,015.55
74200	WOOD'S LOGGING SUPPLY INC	OPERATING SUPPLIES	SWR	8.79
		WARRANT TOTAL		8.79
74201	WOOD, DOUG	OFFICE/OPERATING SUPPLIES	PD	16.23
		WARRANT TOTAL		16.23
		RUN TOTAL		94,391.41

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
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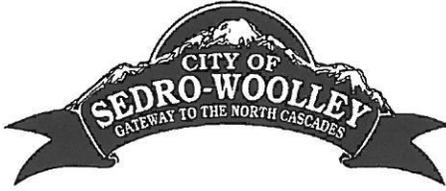
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	25,633.20
101	PARK FUND	24,507.78
102	CEMETERY FUND	267.00
103	STREET FUND	1,853.10
104	ARTERIAL STREET FUND	407.25
105	LIBRARY FUND	278.50
108	STADIUM FUND	37.82
401	SEWER FUND	30,775.79
412	SOLID WASTE FUND	9,948.82
425	STORMWATER	182.27
501	EQUIPMENT REPLACEMENT FUND	499.88
TOTAL		94,391.41

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
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DEPARTMENT	AMOUNT
001 000 000	8,015.55
001 000 012	436.74
001 000 013	571.44
001 000 014	95.88
001 000 015	217.24
001 000 017	62.08
001 000 019	51.28
001 000 020	227.87
001 000 021	6,093.63
001 000 022	9,835.76
001 000 024	25.73
FUND CURRENT EXPENSE FUND	25,633.20
101 000 076	24,507.78
FUND PARK FUND	24,507.78
102 000 036	267.00
FUND CEMETERY FUND	267.00
103 000 042	1,853.10
FUND STREET FUND	1,853.10
104 000 042	407.25
FUND ARTERIAL STREET FUND	407.25
105 000 072	278.50
FUND LIBRARY FUND	278.50
108 000 019	37.82
FUND STADIUM FUND	37.82
401 000 035	30,775.79
FUND SEWER FUND	30,775.79
412 000 037	9,948.82
FUND SOLID WASTE FUND	9,948.82
425 000 039	182.27
FUND STORMWATER	182.27
501 000 047	499.88
FUND EQUIPMENT REPLACEMENT FUND	499.88
TOTAL	94,391.41



CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

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

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: **Possible bid award – Public Works Agreement Nos. 2012-PW-19
2012 WTP Equipment Repairs**
DATE: March 30, 2012 (for Council action April 11, 2012)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2012-PW-19 for the 2012 WTP Equipment Repairs with PumpTech of Bellevue, WA in the amount not to exceed \$35,000? Should Mayor Anderson execute Task Order 1 to Agreement 2012-PW-19 for Clarifier 2 Repairs not to exceed \$10,000?

BACKGROUND/DISCUSSION

The city closed bids on March 27, 2012 under the MRSC Small Works Roster process for this contract, with two bids received. The bid tabulation is attached. The bid comparison was based on an estimated two day repair project. The actual work will vary. Pump Tech was the apparent low bidder with a bid of \$5,951.

The second bid from IMCO of Bellingham, WA was \$7,063.50, including an estimated \$2,000 for mobilization. IMCO's bid included lower labor rates, but a considerably higher estimated mobilization cost. If the work were to double to four days, PumpTech will still be slightly lower.

Two other firms recommended for this type of work were also contacted and solicited for this project, but declined to submit bids.

Debbie Allen has checked references and found that Pump Tech is experienced and recommended for this type of work by other agencies with similar equipment repair needs. Pump Tech is recommended for award.

FINANCE

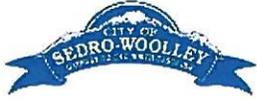
The work will be generally funded as follows:

401.000.035.535.50.48.50 WTF Maintenance of General Equipment - \$45,000 (\$35,598 remaining as of 2/29/2012)

The contract is a one-year agreement, running through December 31, 2012. Task Order 1 with a not to exceed amount of \$10,000 will be issued with the contract for the current need for repair of the Clarifier 2 Amwell drive mechanism.

MOTION:

***Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2012-PW-19 for the 2012 WTP Equipment Repairs with Pump Tech Inc. of Bellevue, WA in the amount not to exceed \$35,000.
Move to authorize Mayor Anderson to execute Task Order 1 to Agreement 2012-PW-19 for Clarifier 2 Repairs not to exceed \$10,000.***



City of Sedro-Woolley

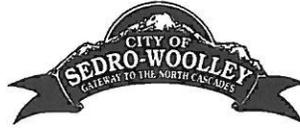
FINAL - BID SUMMARY

2012 On-Call Wastewater Treatment Plant Equipment Repairs

BID OPENING: March 27, 2012, 4:00PM

RANK	COMPANY NAME	TOTAL BID COMPARISON AMOUNT	MRSC
1	PumpTech, Inc	\$5,951.00	Yes
2	IMCO General Construction, Inc	\$7,063.30	No
3			
4			
5			
6			
7			
8			

RECORDED BY: M. Freiburger, Director of Public Works



PUBLIC WORKS AGREEMENT 2012-PW-19

Project Name: 2012 On-Call Wastewater Treatment Plant Equipment Repairs

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Pump Tech Inc.** (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **2012 On-Call Wastewater Treatment Plant Equipment Repairs**

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Debbie Allen, Wastewater Treatment Supervisor** as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$35,000**.

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per rates established in **Exhibit A**, Labor and Equipment Rate Sheet, or agreed Lump Sum Price.

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

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

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: This contract anticipates repair or restoration work that cannot be definitively scheduled due to its emergent nature. As a result, contractor shall begin work within five days of Notice to Proceed or as otherwise agreed, and will complete work within a timeline as mutually agreed with the Project Manager. All terms of this contract will expire **December 31, 2012**.

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, and contract plans and specifications, all incorporated herein by this reference.

C. Scope of project: **Per Task Order**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

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

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

EXECUTED, this the _____ day of _____, 201____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

_____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____

Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal

Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

- _____ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

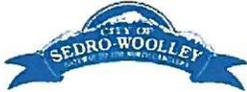
City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

EXHIBIT A



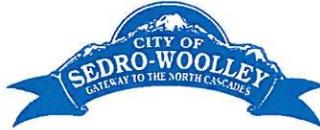
CITY OF SEDRO-WOOLLEY
2012 ON-CALL WASTEWATER TREATMENT PLANT EQUIPMENT REPAIR SERVICES
SAMPLE LABOR AND EQUIPMENT RATE SHEET (Note 1)

Contractor Name: PumpTech, Inc.

ITEM	BASE HOURLY RATE (1)	OVERTIME HOURLY RATE
Labor Rates (Note 2)		
Millwright/Mechanic Foreman	100.00	150.00
Millwright/Mechanic	85.00	127.50
Material Markup Rate, % (Note 2)		
	30	
Estimated Mobilization/Demobilization Cost per unit to Sedro-Woolley		
	600.00	
Equipment Rates (Note 3)		
	Unit Cost	Unit
3/4 Ton Pickup with tools	15.00	Per Hour
1 Ton Service Truck with tools	25.00	Per Hour
Hydraulic Boom Truck	81.25	Per Hour

NOTES:

1. This Rate Sheet is provided for example only. Contractor may provide their own standard Rate Sheet as long as it provides the requested information or equivalent.
2. Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.
3. Labor and Equipment rates to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.



Public Works Agreement 2012-PW-19 Task Order 1

Task Title: **Clarifier 2 Amwell Drive Mechanism Repairs**

Date Issued: **April 12, 2012**

Contractor Name: **Pump Tech, Inc.**

Contractor Contact: **Jim Joyce** Phone: **425-644-8501**

City Contact: **Debbie Allen, WTF Superintendent** Phone: **360-856-1100**

BARS No: 401.000.035.535.50.48.00 WTF Maintenance of General Equipment

All work under this Task Order is to be constructed as per the terms and conditions of Public Works Agreement 2012-PW-19 – 2012 WTP Equipment Repairs Agreement dated April 12, 2012 as modified herein.

SCOPE OF WORK

Remove Amwell Clarifier 2 Bridge Assembly, block up center column, remove Amwell Drive Mechanism, replace bearings and bearing raceway and other parts as needed, reassemble drive mechanism, reinstall drive mechanism, reset center column, bridge assembly, adjust sweep arms and start up.

Special Conditions: None

PAYMENT

Time & Material – Per rates established in **Exhibit A - Not to Exceed \$10,000** without written authorization.

Lump Sum \$_____.

SCHEDULE

To be scheduled and performed as agreed between contractor and city contact.

BONDING REQUIREMENTS

Contract Bond in the form made a part of this agreement.

The estimated value of this work is under \$35,000. Contractor agrees to withholding of 50% of the contract amount in lieu of the Contract Bond requirement in accordance with RCW 39.08.010.

APPROVED

CITY OF SEDRO-WOOLLEY

CONTRACTOR

By: Mike Anderson, Mayor

By: _____

Signature: _____

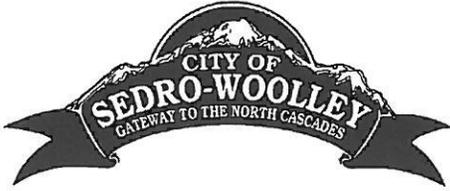
Signature: _____

Date: _____

Date: _____

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012



CITY OF SEDRO-WOOLLEY
7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building
AGENDA NO. 32 325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council
FROM: Mark A. Freiberger, PE
RE: **Amendment 1 to the Interlocal Agreement dated 10/18/2011 with Skagit County Conservation District Public Education & Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555**
DATE: April 2, 2012 (for Council action April 11, 2012)

ISSUE: Should the Council authorize Mayor Anderson to sign the attached Amendment 1 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$775?

BACKGROUND:

The City entered into an Interlocal agreement with Skagit Conservation District on October 18, 2011 to provide public education and outreach efforts in conjunction with the other Skagit County agencies in support of our NPDES Stormwater Permit. The city elected to not participate in two of the activities originally proposed by SCD, including Task BMP 2-7 Produce Media Advertisements, in order to reduce the overall cost of the two-year agreement. SCD has proposed a media advertisement with area cinemas that promises to promote public education and outreach that will benefit the city's efforts. Should the city participate, this would split the estimated cost of the advertisement five ways, resulting in a \$775 cost to each party. This promises to be a highly effective effort, and staff recommends that we participate.

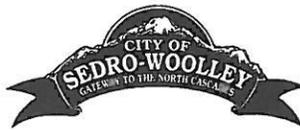
Amendment 1 has been drafted to add this work to the Agreement.

ANALYSIS:

Funds for this work will be available from our Ecology Capacity Grant, which has been extended from July 1, 2012 to June 30, 2013 totaling \$50,000. These funds were not known at the time the original Interlocal Agreement was negotiated.

MOTION:

Move to authorize Mayor Anderson to sign the attached Amendment 1 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$775.



AMENDMENT NO. 1

To the INTERLOCAL COOPERATIVE AGREEMENT
Dated October 18, 2011
Between The City of Sedro-Woolley, Washington
And Skagit Conservation District

This Amendment revises the above contract as follows:

Section 4 – Manner of Payment is revised added to this agreement as follows:

4.3 The maximum funding to be provided by the City to the District pursuant to this Agreement is limited to a total amount not to exceed Ten Thousand Nine Hundred and Sixty-Three Dollars (\$10,963)...

Exhibit A – Scope of Work and Schedule, Task 2-7 Media is added to this agreement as follows:

Task BMP 2-7 – Produce Media Advertisements
The City will participate in this task up to \$775.

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

DATED this **12th** day of **August, 2012**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:

Skagit Conservation District

By: _____

Mark Freiberger

From: David Lee
Sent: Monday, April 02, 2012 2:05 PM
To: Mark Freiberger
Cc: Julie Rosario
Subject: FW: logos

Attachments: Cinema Contract Skagit CD IO_239808_5_20120328-1.pdf



Cinema
act Skagit CD I

Looks like an amendment to the interlocal for \$775 is needed.

David Lee, P.E.
City Engineer
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Tel: 360-855-3219
Cell: 360-661-6469

-----Original Message-----

From: Kristi [mailto:kristi@skagitcd.org]
Sent: Monday, April 02, 2012 1:12 PM
To: David Lee
Subject: Re: logos

Thank you, David! Please note that I have attached the final contract (which has been signed) with the Cinema. Note the overall cost will be \$3,458 (see page 2). Divided by 5 partners, your cost will be approximately \$691.60 - I am not sure if this includes tax. I think if you could send a short contract revision to add Task 2.7 (Media Outreach) for about \$775 that should cover it. According to our accountant, we do need to do a contract amendment but it can be very simple. Let me know if you need anything from me to help make this happen:) Thanks, David! Got the logo - should work perfectly!
Kristi

On 4/2/2012 12:58 PM, David Lee wrote:

>
> Here is ours.
>
> When you maybe know better what the cost per participant will be,
> please let me know so that we can get something worked for payment
> (amend interlocal or something).
>

> David Lee, P.E.
> City Engineer
> City of Sedro-Woolley
> 325 Metcalf Street
> Sedro-Woolley, WA 98284
> Tel: 360-855-3219
> Cell: 360-661-6469
>

> -----Original Message-----

> From: Kristi [mailto:kristi@skagitcd.org]
> Sent: Monday, April 02, 2012 11:29 AM
> To: Chesterfield, Blaine; Michael See; Brian Dempsey; David Lee;
> Beltramini, Jeff
> Subject: logos
>

> Hi everyone! I need everyone's logo in jpg format for the cinema ads
> (I have the City of Mount Vernon's from Blaine). The others that I
> have are in a word document, which they won't except. This is
> somewhat time-sensitive - need to have the ad finalized by the 9th,
> thus, please email as soon as you can. Thanks so much! Kristi
>
>

Regional Insertion Order Agreement

3/28/2012

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Start Date	End Date	Type of Advertising	Duration	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
5/4/2012	8/2/2012	On Screen Regional Segment 1 00:30	00:30	Best Available	244677	FAE55486	Anacortes Cinemas	WA	3	13	\$14.49	\$565.00
5/4/2012	8/2/2012	On Screen Regional Segment 1 00:30	00:30	Best Available	244677	AMC2448	Cascade Mall 14	WA	14	13	\$14.50	\$2,639.00
5/4/2012	8/2/2012	LEN Regional LEN 00:30*	00:30	Best Available	244677	FAE55486	Anacortes Cinemas	WA	3	13	\$2.00	\$26.00
5/4/2012	8/2/2012	LEN Regional LEN 00:30*	00:30	Best Available	244677	AMC2448	Cascade Mall 14	WA	14	13	\$2.00	\$26.00
5/4/2012	8/2/2012	LEN Regional LEN 00:30*	00:30	Best Available	244677	FAE55486	Anacortes Cinemas	WA	3	13	\$2.00	\$26.00
5/4/2012	8/2/2012	LEN Regional LEN 00:30*	00:30	Best Available	244677	AMC2448	Cascade Mall 14	WA	14	13	\$2.00	\$26.00
									51			

Advertiser Information
 Skagit Conservation District
 2021 E. College Way, Suite #203
 Mount Vernon, WA 98273
 Phone: (360) 428-4313
 Fax:
 Kristi Carpenter
 kristi@skagitcd.org

Billing Information
 Skagit Conservation District
 2021 E. College Way, Suite #203
 Mount Vernon, WA 98273
 Phone: (360) 428-4313
 Fax:
 Kristi Carpenter
 kristi@skagitcd.org

Account Director: Charlene Stoner
 Phone: (360) 588-8395
 Fax: (360) 588-1582
 Charlene.Stoner@ncm.com
 Order #: 239808.5
 Proposal Type : New Contract
 Original Proposal #: N/A

Regional Insertion Order Agreement

3/28/2012

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

Payment Method:		Comments & Special Instructions:	Total Media	\$3,308
<input checked="" type="checkbox"/> Check	<input type="checkbox"/> Pay in Full		Media Services	\$0
<input type="checkbox"/> Credit Card	<input checked="" type="checkbox"/> Monthly		Creative Services	\$150
<input type="checkbox"/> Purchase Order	<input type="checkbox"/> NET 30		Other Services	\$0
PO Number:			Fulfillment/Staffing Fees	\$0
			Total Due	\$3,458
Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.				
* Lobby Entertainment Network				
BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.				

Advertiser Name/Title: _____ Date: _____ National CineMedia, LLC: _____ Date: _____

Job Number(s): 244677					
Contract Number: 239808.5					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

Includes two spots on the LEN



Regional Insertion Order Agreement Terms and Conditions

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 2.0 (the "Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com/www/html/specs.html>. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or workmanship. If Advertiser executes this contract as an

Regional Insertion Order Agreement Terms and Conditions

agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

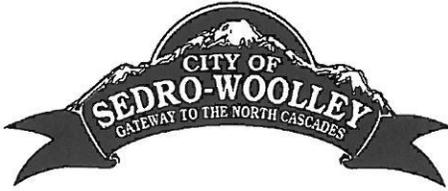
10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.



CITY COUNCIL AGENDA
REGULAR MEETING CITY OF SEDRO-WOOLLEY

APR 11 2012

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

Wastewater Treatment Plant
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 856-1100
Fax (360) 856-5269

Debbie Allen
Wastewater Treatment Supervisor

DATE: April 2, 2012 (for Council action April 11, 2012)

MEMO TO: Mark Freiberger, Public Works Director/Engineer
City Council and Mayor Mike Anderson

FROM: Debbie Allen, Wastewater Treatment Supervisor

SUBJECT: **Interagency Agreement with Department of Enterprise Services,
#2012-ERG-556**

Background Information:

On January 11, 2012, City Council members approved an agreement with MacDonald-Miller Facility Solutions to perform a preliminary energy audit at the Sedro-Woolley Wastewater Treatment Plant. The City has recently learned that completing this work will also require an Interagency Agreement with the Department of Enterprise Services (DES).

The purpose of an agreement with DES is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the City and to authorize the development of the energy services proposal.

As with the MacDonald-Miller Facility Solutions Agreement, the initial preliminary energy audit will be performed at no cost to the City. Fees will only begin to accrue when and if the City chooses to move forward with the Investment Grade Audit and subsequent Energy/Utility Conservation project.

Recommended Action:

Move to authorize Mayor Anderson to sign the Department of Enterprise Services Agreement with the State of Washington to determine if potential energy saving opportunities exist at the Sedro-Woolley Wastewater Treatment Facility.

Mark Freiberger

From: Major, Ron A. (DES) [ron.major@des.wa.gov]
Sent: Tuesday, April 03, 2012 2:05 PM
To: Debbie Allen
Cc: Mark Freiberger
Subject: Re: Interagency agreement for signature

Debbie,

That is correct.

Ron

Ron Major,CEM

Project Manager/ RCM

WA Dept. of Enterprise Services, Energy Program

1500 Jefferson St. SE, Olympia, WA 98501

PO Box. 41012, Olympia, WA 98504

C 360.239.4134

ron.major@des.wamgov

From: Debbie Allen [mailto:dallen@ci.sedro-woolley.wa.us]
Sent: Tuesday, April 03, 2012 11:41 AM
To: Major, Ron A. (DES)
Cc: Freiberger, Mark
Subject: FW: Interagency agreement for signature

Hi Ron,

I'm preparing a memo for the IIA to go before our City Council on April 11, 2012. Mark has asked me to confirm our understanding of no fees being charged by both the State and Mac-Donald Miller until such time the City Council chooses to move forward with the Investment Grade Audit and future Energy/Utility Conservation projects. Can you please confirm if this is accurate.

Thank you,

Debbie Allen
City of Sedro-Woolley
Wastewater Treatment Supervisor
(360)856-1100
(360)856-5269 Fax
dallen@ci.sedro-woolley.wa.us

From: Miller, Eddie L. (DES) [mailto:eddie.miller@des.wa.gov]
Sent: Wednesday, March 21, 2012 11:05 AM
To: Debbie Allen
Cc: Major, Ron A. (DES)
Subject: Interagency agreement for signature

Attached is our IAA for your signature. Please print, sign and mail the originally signed document back to my attention. If you have any questions please don't hesitate to contact us.

4/3/2012

Thanks.

Eddie Miller
Dept. of Enterprise Services
Facilities Division
Engineering and Architectural Services
Contracts Section
1500 Jefferson Street SE , 2-North
PO Box 41012
Olympia, WA 98504-1012
360.407.9363
360.586.3220 (fax)
eddie.miller@des.wa.gov



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE Olympia WA 98501

March 21, 2012

Debbie Allen, Wastewater Treatment Supervisor
City of Sedro-Woolley
Wastewater Treatment Plant
325 Metcalf Street
Sedro-Woolley, WA 98284

RE: Interagency Agreement No. 2012-ERG-556
Energy Conservation Project Management Services
City of Sedro-Woolley

Enclosed is the above-referenced Agreement for signature. Please sign and return it to this office.

Please note that this Agreement is not binding upon the State of Washington until it is signed by the state's contracting officer; therefore, work will not begin until the Agreement is completely signed.

Should you have any questions or concerns, please contact me at (360) 239-4134.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Major".

 Ron Major, CEM
Energy Engineer

RM:em

Enclosures

Interagency Agreement

Date: March 21, 2012

Department of Enterprise Services

Interagency Agreement No: 2012-ERG-556

**Interagency Agreement Between the
Department of Enterprise Services
and
City of Sedro-Woolley**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Sedro-Woolley, hereinafter referred to as the "CITY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CITY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **June 30, 2014** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CITY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CITY decides not to proceed with an Energy/Utility Conservation project that meets CITY's cost effective criteria, then the CITY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by Energy Services Company (ESCO).

If monitoring and verification services are requested by the CITY and provided by DES under Attachment "C" of this Agreement, the CITY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after DES has reviewed, approved and sent the invoices to the CITY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CITY at substantial completion of each authorized project, unless the CITY requests a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and shall reflect both the Agreement and amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CITY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CITY shall notify DES in writing if the CITY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CITY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CITY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CITY Representative on this Agreement shall be:

Debbie Allen, Wastewater Treatment Supervisor
City of Sedro-Woolley
Wastewater Treatment Plant
325 Metcalf Street
Sedro-Woolley, WA 98284
Telephone (360) 856-1100

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

- b. The DES Project Manager on this Agreement shall be:

Ron Major
Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41012
Olympia, WA 98504-1012
Telephone (360) 239-4134

Ron Major will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CITY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CITY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CITY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CITY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an 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) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Sedro-Woolley

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Signature

Signature

Name

Roger Wigfield, P.E.

Name

Title

Energy Program Manager

Title

Date

Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 407-9363.

2012556IAAem
REVIEWED BY DES CONTRACT UNIT 3/21/12

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

DES will provide the following project management services for each specific project for the CITY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CITY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Negotiate the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2011-13 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001..... 6,000,000	\$66,000	25,700
4,000,001.. 5,000,000	65,000	25,400
3,000,001..... 4,000,000	64,000	25,000
2,000,001..... 3,000,000	60,000	23,400
1,500,001..... 2,000,000	56,000	21,800
1,000,001..... 1,500,000	49,500	19,300
900,001. 1,000,000	42,000	16,400
800,001..... 900,000	39,600	15,400
700,001..... 800,000	36,800	14,400
600,001..... 700,000	35,000	13,700
500,001..... 600,000	32,400	12,600
400,001..... 500,000	29,000	11,300
300,001..... 400,000	24,800	9,700
200,001..... 300,000	19,800	7,700
100,001..... 200,000	13,800	5,400
50,001..... 100,000	7,500	3,500
20,001..... 50,000	4,000	2,000
0..... 20,000	2,000	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CITY decides not to proceed with the project through DES.
3. If the project meets the CITY's cost effectiveness criteria and the CITY decides not to move forward with a project, then the CITY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CITY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CITY's established Cost Effectiveness Criteria, then there is no cost to the CITY and no further obligation by the CITY.

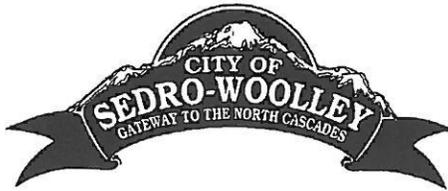
ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program
Master Energy Services Agreement No. 2011-169

If requested DES will provide the following monitoring services for each specific project for the CITY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.



CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

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: **Professional Services Agreements No. 2012-PS-01
Task Order 3 – SR20/Cook Road Realignment Project Environmental Services**
DATE: April 2, 2012 (for Council action April 11, 2012)

ISSUE

Should Mayor Anderson execute the attached Task Order 3 under Professional Services Agreement No. 2012-PS-01 with Widener & Associates Inc. for Environmental Phase services associated with the SR20/Cook Road Realignment Project in the amount not to exceed \$72,190, extending the base contract not to exceed total to \$120,000, and extending the contract completion date to December 31, 2013?

BACKGROUND/DISCUSSION

Professional Services Agreement No. 2012-PS-01 with Widener & Associates, Inc. for miscellaneous Environmental services was approved by council at the February 22, 2012 meeting. The original contract was approved with a not to exceed total of \$50,000, and expires on December 31, 2012. Two previous Task Orders have been issued totaling \$4,444.16, leaving \$45,555.84. Proposed Task Order 3 includes the estimated cost for the SR20/Cook Road Realignment Project environmental work at \$72,190. Task Order 3 increases the contract total to \$120,000, which includes the SR20 work and provides approximately \$43,000 additional budget for other projects during the contract term. In addition, the term of the agreement is extended to December 31, 2013.

FINANCE

The Task Order 3 work will be funded by STP-R and local funds under the project design phase. The revenue includes the overall design phase, estimated at 16.4% of construction. Environmental work is generally budgeted at approximately 3% of the estimated construction cost. The Widener budget is 2.1% of the estimated construction cost of \$3,517,753.

REVENUE

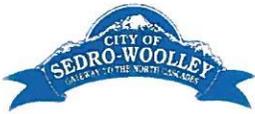
104.000.000.334.03.XX.XX STPR – SR20/Cook Realignment	\$500,856	86.5%
104.000.000.345.85.XX.XX GMA Impact Fee – SR20/Cook Realignment	\$ 78,168	13.5%
Total Design & Environmental	\$579,024	100%

EXPENSE

104.000.042.595.10.56.15 ENG – SR20/Cook Realignment (Environmental)	\$ 72,190	2.4% CN
104.000.042.595.10.56.15 ENG – SR20/Cook Realignment (Design)	\$506,835	14.4% CN
Total Design & Environmental	\$579,024	16.4% CN

MOTION:

Move to authorize Mayor Anderson to execute the attached Task Order 3 to Professional Services Agreement No. 2012-PS-01 with Widener & Associates Inc. for Environmental Phase services associated with the SR20/Cook Road Realignment Project in the amount not to exceed \$72,190, extending the base contract not to exceed total to \$120,000, and extending the contract completion date to December 31, 2013.



TASK ORDER
CITY OF SEDRO-WOOLLEY
ON-CALL SERVICES

Task Order No. 2012-PS-01-TO-03

Task Title SR20/Cook Road Realignment Project Environmental Services

Consultant Widener & Associates

Consultant Contact Ross Widener Phone 425-348-3059 Email rwidener@prodigy.net
Mark A. mfreiberger@ci.sedro-

City Contact Freiberger, PE Phone 360-855-9933 Email woolley.wa.us

City Project No. 2011-PW-06 Budget (BARS) 104 000 042 595 10 56 15 – ENG
 No. SR20-Cook Road Realignment Project

Reimbursable? Yes, by STPR federal funds 86.5% and Local Match 13.5%
 No

DESCRIPTION OF TASK ASSIGNMENT

- Provide Environmental Permitting services for the SR-20/Cook Road Realignment Project under state and federal guidelines as per Task Order 3 Exhibit A.
 - Amend Contract Section 6 Compensation and Schedule of Payments Cost **Not to Exceed total to \$120,000.**
 - Amend Contract Section 8 Termination date to **December 31, 2013.**
- Site Address or Location SR-20, Cook Road Vicinity

COMPENSATION

- LUMP SUM – Compensation for services shall be a lump Sum of _____
- TIME AND MATERIAL – Compensation for these services will be on a Time and Materials basis, not to exceed \$72,190 per Exhibit B without written authorization.
- Approved budget attached (If applicable.)

SCHEDULE The Consultant shall complete the services described above:

- By _____
- In accordance with **Exhibit A** attached hereto.

All provisions of the Agreement for On-Call Engineering Services dated February 23, 2012 shall be in full force and effect for this Task Order.

APPROVED

CITY OF SEDRO-WOOLLEY

By Mike Anderson

Signature _____

Title Mayor

Date April 12, 2012

CONSULTANT

By Ross Widener

Signature _____

Title _____

Date _____

Professional Services Agreement No. 2012-PS-01
Task Order 3
EXHIBIT A

ENVIRONMENTAL PROCESS AND PERMITTING
Cook Road/SR20 Project

The City of Sedro Woolly is planning the Cook Road/SR20 intersection upgrade. The Scope of Work is intended to complete the NEPA documentation and federal permitting for the project. It is anticipated that the following environmental documentation will be required:

- Wetland Delineation
- Section 106 Documentation
- Section Seven Documentation
- Noise Report
- 4f Documentation
- ECS

106 Report (Cultural and Historic Resources)

This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

1. Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
2. Widener will maintain contact with the local tribes through FEMA for any information on historic Indian use of the project area.
3. A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.

4. All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the City.

Noise Study

The purpose of the Traffic Noise Report is to evaluate traffic noise levels at sensitive receptors near the project that would be potentially affected by traffic noise and to identify potential mitigation measures. The Traffic Noise Report will be developed in accordance with the Washington State Department of Transportation's Environmental Procedures Manual.

1. **Sound Level Measurements:**
After review of the proposed project alternatives the Consultant shall visit the project area to identify potentially sensitive noise receivers and to take measurements of existing sound levels. The Consultant will measure existing noise levels during the peak hours to be used in calibrating the noise model. Measurements will be undertaken in accordance with WSDOT and FHWA guidelines and will be made with a Type 1 sound level meter. During these measurements, sources of existing noise and topographical features will be noted and traffic speeds and vehicle numbers and mix will be noted.
2. **Construction Noise Impact Evaluation:**
The noise analysis will evaluate potential short-term impacts of noise from construction activities. Construction noise on nearby sensitive receptors will be evaluated based on estimates published by the U.S. Environmental Protection Agency (EPA) of maximum noise levels of typical construction equipment in conjunction with simple distance attenuation. Computer modeling of construction noise levels will not be performed.
3. **Traffic Noise Impact Evaluation:**
The Consultant will evaluate traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the worst-case build alternative. The worst-case scenario will be selected from among the build alternatives, and will be chosen based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict PM peak-hour Leq noise levels from traffic at a maximum of fifteen (15) receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.
4. **Mitigation Analysis:**
The Consultant will identify mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. Mitigation analysis, if

required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model.

Deliverables

1. Three copies of a draft Traffic Noise Analysis Report for review by City with accompanying draft special provisions if required.
2. Three copies of a draft Traffic Noise Analysis Report, incorporating the City's comments, for submittal to FHWA/WSDOT.
3. Three copies of a revised draft Traffic Noise Analysis Report, incorporating comments by FHWA/WSDOT, for submittal for approval.

Biological Assessment

A Biological Assessment (BA) will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the City for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet Essential Fish Habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation

- of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and FHWA to jointly discuss the recommendations.
 10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverables

1. Three copies of a draft BA for review by City with accompanying draft special provisions if required.
2. Three copies of a draft BA, incorporating the City's comments, for submittal to FHWA/WSDOT.
3. Three copies of a revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
4. Three copies of a final BA that incorporates NOAA Fisheries and USFWS comments.

Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverables

1. Three copies of the draft EJ documentation will be provided.
2. Three copies of the final EJ documentation will be provided incorporating City comments.
3. Three copies of the final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

Wetland Delineation

The purpose of the wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary. The Consultant shall develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The Consultant shall delineate wetlands within 200 feet of the project area.

The Consultant shall prepare a comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to the USACE.

Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

Deliverables

1. Three copies of a draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
2. Three copies of a draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
3. Three copies of a revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

Section 4f Evaluation

This work will include the coordination and preparation of a programmatic section 4f document as outlined in the Department of Transportation Federal Highway Administration Programmatic Section 4(f) Evaluation and Approval for FHWA Projects. The work will include a preparation of the 4f document and an executive summary for the NEPA document.

Deliverables

1. Three copies of the Draft 4f Statement for review by County
2. Three copies of the revised Draft 4f Statement incorporating County comments
3. Three copies of the Final 4f Statement will be prepared incorporating FHWA/WSDOT comments

Environmental Classification Summary

Services will be provided to prepare the Environmental Classification Summary (ECS) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverables

1. Three copies of the draft ECS will be provided.
2. Three copies of the final ECS documentation will be provided incorporating City comments.
3. Three copies of the final ECS documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

Permits

Widener will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following:

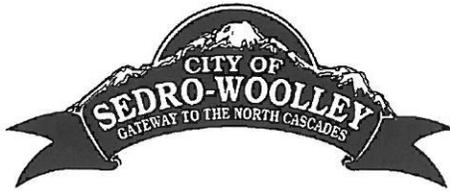
1. Section 404 Permit
2. Section 401 Permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the CITY. Draft applications, including supporting information, shall be submitted to the CITY for review and comment. Revised permit applications shall be provided to the CITY for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permits.

Project Schedule:

It is anticipated the NEPA approval will be obtained by August 15th of 2012 and the necessary permits will be completed January 1st of 2013

	Project Manager Hours	Project Biologist Hours		
Biological Assessment				
Draft	12	24		
Final	4	12		
WSDOT Review	4	8		
Section 106 report				
APE Coordination	8	8		
Draft	4	8		
Final	4	8		
Noise Report				
Site Research and Field Work		16		
Draft Report	8	60		
Final Report	8	16		
Environmental Justice				
Draft Report	16	40		
Final Report	8	24		
Section 4f Analysis				
Draft	16	32		
Final	8	8		
WSDOT/FHWA Approval	4	8		
Environmental Classification Summary (ECS)				
Draft	4	12		
Revise Draft	2	4		
Final/WSDOT Approval	4	4		
Wetland Delineation				
Draft	24	60		
Final	8	24		
Permit				
JARPA Draft	12	40		
JARPA Final	8	24		
SECTION 404	16	16		
SECTION 401	16	16		
Total hours	198	472		
Summary	Hours	Rate	Cost	
Project Manager	198	\$50.00	\$9,900.00	
Project Biologist	472	\$31.00	\$14,632.00	
Expenses				
Cultural Resources Report			\$3,500	
Total Labor			\$24,532.00	
Overhead 150%			\$36,798.00	
Profit 30%			\$7,359.60	
TOTAL ESTIMATED COST			\$72,189.60	



CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

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

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: **Possible bid award – Public Works Agreement Nos. 2012-PW-13
2012-2014 Electrical Preventative Maintenance Services
Western Electrical Services, Inc.**
DATE: April 4, 2012 (for Council action April 11, 2012)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2012-PW-13 for the 2012-2014 Electrical Preventative Maintenance Services with Western Electrical Services, Inc. of Sumner, WA in the amount not to exceed \$47,000?

BACKGROUND/DISCUSSION

The city closed bids on March 22, 2012 under the MRSC Small Works Roster process for this contract, with four bids received. The bid tabulation is attached. Western Electrical Services, Inc. was the apparent low bidder under either of the alternate combinations with a bid of \$39,921 for Alternates 1, 3 and 4 and \$22,830 for Alternates 2, 3 and 4. These bids were 42% and 90% lower respectively than the second bid from Seahurst Electric.

FINANCE

The work is budgeted as follows:

401.000.035.535.50.48.00 WTF Maintenance Contracts – Plant Electrical Panels Preventative Maintenance	\$7,800
401.000.035.535.50.48.00 WTF Maintenance Contracts – Pump Station Panels Preventative Maintenance	\$8,300
401.000.035.535.50.48.50 WTF Maintenance of General Equipment – Misc Electrical Repairs	\$3,500
425.000.039.539.80.49.30 Stormwater Repairs/Maintenance – Pump Station Panels Preventative Maint	\$ 680
TOTAL AVAILABLE 2012	\$20,370
TOTAL 3 YEARS, ESTIMATED	\$61,110

Estimated Cost based on Western bid:

Western Electrical Services bid, Alt. 1, 3 & 4, TOTAL THREE YEARS – per bid tabulation	\$39,921
<i>Western Electrical Services bid, year 2012 only</i>	<i>\$26,790</i>

The contract is a three-year agreement, running through December 31, 2014, with annual service as per the bid schedule. While the overall bid is significantly under the estimated three year budget amount, the 2012 total is approximately \$6,420 over the 2012 budget due to the first year de-energized service at the WTP. The difference can be made up in the overall budget without undue difficulty. The contract total is adjusted for Years 2013 and 2014 to add budget for the Alternate 4 hourly work in those years at \$3,424/year, total \$6,828 that was not included in the bid totals. This results in the proposed contract total of \$47,000.

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2012-PW-13 for the 2012-2014 Electrical Preventative Maintenance Services with Western Electrical Services, Inc. of Sumner, WA in the amount not to exceed \$47,000?

Mark Freiberger

From: Debbie Allen
Sent: Tuesday, April 03, 2012 3:22 PM
To: Mark Freiberger
Subject: Western Electrical Services

Mark,

Last Friday I spoke with Myron Bachman at the North Davis Sewer District regarding their electrical contract with Western Electrical Services. Their contract was for electrical breaker and relay testing in 2011 and Myron was extremely happy with the work they did. He was a little gun shy awarding the bid as the workers came from WA State (Utah branch just opened) but his concerns were quickly put to rest.

Before awarding he called 5 of the 12 references and had good feedback from all. During their contract, Western identified \$30,000 worth of upgrades, but Myron was comfortable with this as they'd previously had one breaker failure that cost them \$28,000. They have 2 electricians and one instrumentation guy on staff plus use another contractor for Infrared testing. I asked if he felt Electrical PM was worth the cost and he said absolutely, that electrical is the "heartbeat" of any plant and that preventive maintenance verses reactive maintenance is the only way to go.

They also received three bids on their project with Western coming in low at \$17,422. The next bid in line was around \$25,000 and the third was around \$35,000. He also said Western was very good about working around their schedule.

Yesterday I called chambers Creek WWTP in Pierce County and found their contact, Howard Wellman, had retired. I spoke with one of their engineers who said he would ask the other electricians if they were happy with Westerns work. He also thought Western was low bidder on this years call for bids, but wasn't positive. If he gets any feed back he said he would call back/

Thank you.

Debbie Allen
City of Sedro-Woolley
Wastewater Treatment Supervisor
(360)856-1100
(360)856-5269 Fax
dallen@ci.sedro-woolley.wa.us



City of Sedro-Woolley
PRELIMINARY BID TABULATION
 2012-2014 Electrical Preventative Maintenance Services
 Bids Due: March 22, 2012

Contractor Name:

Address:

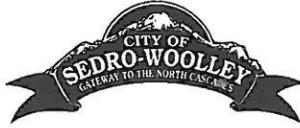
WESTERN ELECTRICAL SERVICES, INC
 Sumner, WA

SEAHURST ELECTRIC
 Everett, WA

SIEMENS INDUSTRY
 Renton, WA

ACKERMAN ELECTRIC, INC
 Mt. Vernon, WA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
ALTERNATE 1 - Provide Preventative Maintenance including Energized and De-Energized Maintenance Service, Testing & Analysis, and Infrared Thermography, Ultrasonic Testing and Visual & Mechanical Inspection Services for the Wastewater Treatment Plant											
1A	Alternate 1 - Year 2012	1	Lump Sum	Lump Sum	\$19,375.00	Lump Sum	\$17,825.00	Lump Sum	\$24,655.00	Lump Sum	NB
1B	Alternate 1 - Year 2013	1	Lump Sum	Lump Sum	\$2,394.00	Lump Sum	\$6,195.00	Lump Sum	\$6,450.00	Lump Sum	NB
1C	Alternate 1 - Year 2014	1	Lump Sum	Lump Sum	\$2,454.00	Lump Sum	\$6,195.00	Lump Sum	\$6,800.00	Lump Sum	NB
SUBTOTAL ALTERNATE 1					\$24,223.00		\$30,215.00		\$37,905.00		\$0.00
ALTERNATE 2 - Provide Preventative Maintenance including Energized Maintenance Service, Testing & Analysis, and Infrared Thermography, Ultrasonic Testing and Visual & Mechanical Inspection Services for the Wastewater Treatment Plant											
2A	Alternate 2 - Year 2012	1	Lump Sum	Lump Sum	\$2,205.00	Lump Sum	\$5,795.00	Lump Sum	\$8,910.00	Lump Sum	NB
2B	Alternate 2 - Year 2013	1	Lump Sum	Lump Sum	\$2,433.00	Lump Sum	\$5,495.00	Lump Sum	\$6,450.00	Lump Sum	NB
2C	Alternate 2 - Year 2014	1	Lump Sum	Lump Sum	\$2,494.00	Lump Sum	\$5,495.00	Lump Sum	\$6,800.00	Lump Sum	NB
SUBTOTAL ALTERNATE 2					\$7,132.00		\$16,785.00		\$22,160.00		\$0.00
ALTERNATE 3 - Provide Preventative Maintenance including Infrared Thermography, Ultrasonic Testing and Visual & Mechanical Inspection Services for Twelve (12) Wastewater or Stormwater Pump Stations											
3A	Alternate 3 - Year 2012	1	Lump Sum	Lump Sum	\$3,991.00	Lump Sum	\$7,796.00	Lump Sum	\$9,525.00	Lump Sum	NB
3B	Alternate 3 - Year 2013	1	Lump Sum	Lump Sum	\$4,090.00	Lump Sum	\$7,796.00	Lump Sum	\$9,950.00	Lump Sum	NB
3C	Alternate 3 - Year 2014	1	Lump Sum	Lump Sum	\$4,193.00	Lump Sum	\$7,796.00	Lump Sum	\$10,375.00	Lump Sum	NB
SUBTOTAL ALTERNATE 3					\$12,274.00		\$23,388.00		\$29,850.00		\$0.00
ALTERNATE 4 - PROVIDE Labor, equipment and materials on a time and expense basis for minor repairs as identified in the Preventative Maintenance service report as requested											
	Journeyman Electrician, Straight Time Hourly Rate 2012	24	Hours	\$95.00	\$2,280.00	\$95.00	\$2,280.00	\$180.00	\$3,840.00	\$95.00	\$2,280.00
	Journeyman Electrician, Overtime Hourly Rate 2012	4	Hours	\$125.00	\$500.00	\$142.50	\$570.00	\$240.00	\$960.00	\$142.50	\$570.00
	Service Vehicle & Tools, Hourly Rate	28	Hours	\$23.00	\$644.00	\$11.00	\$308.00	LS, 3 days	\$595.00	LS, 3 days	\$810.00
	Markup on Materials, Percentage of Invoice	-	%	12%	-	20%	-	25%	-	20%	-
SUBTOTAL ALTERNATE 4					\$3,424.00		\$3,158.00		\$5,395.00		\$3,660.00
TOTAL ALTERNATE 1, 3 AND 4					\$39,921.00		\$56,761.00		\$73,150.00		Incomplete
TOTAL ALTERNATE 2, 3 AND 4					\$22,830.00		\$43,331.00		\$57,405.00		Incomplete
BID CONDITIONS					No conditions	Guaranteed solutions?	Quote excludes Ultrasonic Testing	Quote excludes Ultrasonic Testing.			
Bv. Mark A. Freiberger, PE, 3/26/2012											
NOTES:											
1	Bid will be awarded on the combination of either Alternate 1, 3 and 4 or Alternate 2, 3 and 4. The city may choose not to award Alternate 3.										
2	Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.										
3	Labor and Equipment rates for Year 2012 to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.										
4	Overtime rate for Year 2012 for up to two hours of overtime. Labor rate for Time & Expense work for years 2013 and 2014 will be negotiated based on submitted labor increase documentation, such as union rate increases, L&I increases, etc.										
5											
	TOTAL ALT 1 ALT 3 YEAR 2012					23,566					25,821
	TOTAL ALT 1 ALT 3 YEAR 2013					8,484					13,991
	TOTAL ALT 1 ALT 3 YEAR 2014					9,647					13,991
	TOTAL ALT 4 YEAR 2012					3,424					3,158
	TOTAL ALT 1, ALT 3 YEARS 2012-2014					39,921					56,761
	ADJUSTED TOTAL FOR ALT 1, ALT 3 & ALT 4 WITH TWO ADDED YEARS ALT 4					46,789					62,917
	TOTAL ALT 2 ALT 3 YEAR 2012					6,158					13,591
	TOTAL ALT 2 ALT 3 YEAR 2013					6,523					11,291
	TOTAL ALT 2 ALT 3 YEAR 2014					6,887					11,291
	TOTAL ALT 4 YEAR 2012					3,424					3,158
	TOTAL ALT 2, 3 AND 4 YEARS 2012-2014					22,830					43,331
	ADJUSTED TOTAL FOR ALT 1, ALT 3 & ALT 4 WITH TWO ADDED YEARS ALT 4					29,674					49,647
	SUBTOTAL 2012 ONLY INCL ALT 1, 3 & 4					26,750					28,719
	SUBTOTAL 2012 ONLY INCL ALT 2, 3 & 4					6,820					11,119
	2012 BUDGET					20,370					20,370
	FIRST DIFFERENCE BUDGET TO COST					19,421					(8,409)
	SECOND YEAR DIFFERENCE BUDGET TO COST					19,462					3,221



PUBLIC WORKS AGREEMENT 2012-PW-13

Project Name: 2012-2014 Electrical Preventative Maintenance Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Western Electrical Services, Inc.**, whose address is **14311 29th St. E, Sumner, WA 98390**, (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: **2012-2014 Electrical Preventative Maintenance Services as defined in Exhibit A Scope of Work attached hereto** that are requested by the City of Sedro-Woolley.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates Debbie Allen, Wastewater Treatment Supervisor as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. Insurance: The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the

public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$2 Million minimum) as are acceptable to the City.

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

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

III. PAYMENT

A. The City shall pay the Contractor its lump sum yearly rates or hourly rates pursuant to the schedule set forth on **Exhibit B. This contract is for Bid Alternate 1, Bid Alternate 3 and Bid Alternate 4 (budgeted for 3 years total) only.**

B. Cost not to exceed **\$47,000** without prior approval of the Director of Public Works/City Engineer.

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

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

E. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work **as mutually agreed with Debbie Allen, Wastewater Superintendent. Work to be performed on an annual basis for the years 2012, 2013, and 2014 within a two month window each year as agreed. See Exhibit A-2 for Planned Interval Schedule and will complete work on or before December 31, 2014**

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

Scope of project: **2012-2014 Electrical Preventative Maintenance Services as defined in Exhibit A-1 Scope of Work, Exhibit A-2 System Components & Planned Service Interval Schedule and Exhibit A-3 Equipment List attached hereto** that are requested by the City of Sedro-Woolley.

C. Joinder in Arbitration Proceedings. If the City and any third party agree to binding

arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

D. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

E. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

F. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

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

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

EXECUTED, this the _____ day of _____, 201 ____, for the Contractor, _____

, Contractor

EXECUTED, this the _____ day of _____, 201 ____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 201__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____
Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal
Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

**BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-
WOOLLEY:**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____ . Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

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

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

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

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

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

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

Contractor

CITY OF SEDRO-WOOLLEY
City

BY: _____
Signature & Title

BY: _____
Authorized Signature & Title

Address

Address

City State Zip

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

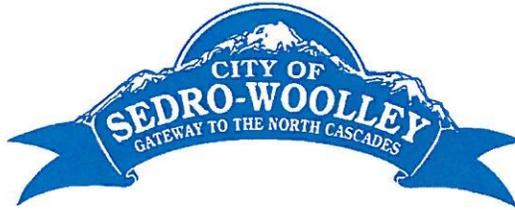


EXHIBIT A-1

Contract 2012-PW-13

2012-2014 Electrical Preventative Maintenance Services

SCOPE OF WORK

The City of Sedro-Woolley is soliciting bids under the MRSC Small Works Roster for 2012-2014 Electrical Preventive Maintenance Services.

Contractor shall provide Electrical Preventive Maintenance for the City of Sedro-Woolley Wastewater Treatment Plant for a three-year period 2012-2014 as specified below. The Preventative Maintenance shall consist of Energized Predictive & Proactive Care, Energized Service & Inspection, De-energized Service & Inspection, and Time & Expense Minor Repairs as specified below and in the attached "System Components and Planned Services Interval" section. Bidder will provide their proposal to provide these services for the equipment located at the Sedro-Woolley Wastewater Treatment Facility, located at 401 Alexander Street, Sedro-Woolley, Washington, 98284, or at the Wastewater or Stormwater Pump Stations as detailed in the attached Equipment List.

Electrical Preventive Maintenance work for the Wastewater Treatment Plant and Wastewater Pump Stations shall consist of, but not be limited to:

- **Energized or De-Energized Predictive & Proactive Care:** Provide safety equipment, service/testing instruments, and labor to perform the predictive and proactive services tasks that can be safely performed, as appropriate, in either the energized or de-energized state. These predictive and proactive service tasks will be performed on the electrical component(s) and/or connection(s) identified in the "System Components and Planned Services Interval" section. The following tasks, as applicable, will be conducted:
 - Compare/document equipment nameplate data with drawings and specifications.
 - Remove and replace covers on all electrical system components, where applicable.
 - Inspect physical, electrical and mechanical equipment conditions.
 - Check and torque as needed all connections and terminations to applicable standards.
 - Verify appropriate anchorage, clearances and physical damage and/or correct alignment.
 - Inspect equipment mechanical indicating devices for correct operation and indication.
 - Clean equipment interior and exterior, including vacuuming or blowing out, as required.
 - Lubricate equipment, as appropriate, to assure proper mechanical function(s).

- Perform minor “repairs” i.e. replace missing knockouts.
 - Compare test results/trends in order to determine appropriate actions to minimize likelihood of an unscheduled business interruption or safety hazard.
 - Document failed or failing components.
- **Energized Service & Inspection:** Provide safety equipment, service/testing instruments, and labor to conduct, interpret, document and report the results of the applicable comprehensive diagnostic services and inspections that can be safely performed, on the electrical component(s) and/or connection(s) identified in the “System Components and Planned Services Interval” section. These services will be provided annually, while the equipment is energized. The following tasks, as applicable, will be conducted:
 - Infrared Thermographic Imaging Service, utilizing state-of-the-art instrumentation to identify and document temperatures that exceed NFPA Standard 70B recommendations, i.e., high resistance electrical connections, current overload, defective circuit breakers and/or defective insulator conditions.
 - Ultrasonic Service: Measure and record sound waves that are above audible sound (16-18 kHz).
 - Visual and Mechanical Inspections: Interior and exterior of all components will be inspected to ascertain, and if necessary, make certain adjustments to ensure that its performance remains within specified limits. Identify corrosion, rust and discoloration, leaks, safety hazards, applicable electric code violation, grounding, physical damage and the general condition of the components.
- **De-energized Services & Inspection:** Provide safety equipment, service/testing instruments, and labor to conduct, interpret, document and report the results of the applicable comprehensive diagnostic services and inspections that can be safely performed, on the electrical component(s) and/or connection(s) identified in the “System Components and Planned Services Interval” section. These services will be provided annually, at a mutually agreed schedule, while the electrical distribution system and/or electrical component(s) is de-energized. The following tasks, as applicable, will be conducted:
 - Measure and record the resistance of insulation under specified conditions set forth by the manufacturer or NFPA Standard 70B.
 - Measure, record and compare the winding resistance of components.
 - Measure and record the resistances present between contact surfaces.
 - Measure, test, record and document findings regarding all applicable low voltage circuit breakers.
 - Measure and record the resistance of conductors, connections and devices.
 - Measure, record and monitor all appropriate service and inspection to manufacturer’s recommendations and/or NFPA Standard 70B.
 - Measure, record and monitor all appropriate service and inspection to manufacturer’s recommendations and/or NFPA Standard 70B.
 - Interior and exterior of all components will be inspected to ascertain and, if necessary, make certain adjustments to ensure that its performance remains within specified limits. Identify corrosion, rust and discoloration,

leaks safety hazards, applicable electric code violations, grounding, physical damage and the general condition of components.

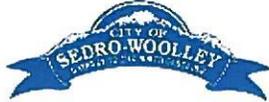
- **Repair-Replacement Services.** Provide safety equipment, instruments, and labor to perform minor repairs as identified during the testing of equipment noted above. Work will be done on a time and material basis per unit prices provided in this proposal.

Contractor Responsibilities:

- Assign a lead technician/electrician to have primary responsibility for the work to be performed. Assure that contractor staff always check in and check out with city staff.
- Contractor will employ only certified Electricians for this work.
- Coordinate all work with City staff to assure safety and minimal disruption of plant operations. Inform immediately of any serious condition or safety hazard that is identified.
- Provide a copy of the service report at the conclusion of each site visit.
- Provide an Electrical Systems Analysis Report on conclusion of the work, compiling the results of all inspections, measurements, surveys and predictive and proactive service activities.

Owner Responsibilities:

- Prime contact for the City will be Debbie Allen, Wasterwater Plant Supervisor.
- Provide contractor a copy of all electrical one-line drawings.
- Assign an escort if required with appropriate access to electrical components and/or areas.
- Provide operation and maintenance protocols.
- Contractor will be permitted free and timely access to perform the work during normal working hours.
- Assure that the applicable electrical components are under load when energized service and/or predictive and proactive testing services take place.
- Provide advance notification of scheduled outages to affected parties.
- Coordinate the de-energizing of the electrical system with the appropriate utility.
- Provide temporary power as needed.

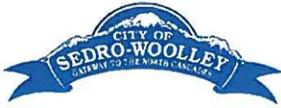


City of Sedro-Woolley

EXHIBIT A-2 SYSTEM COMPONENTS & PLANNED SERVICE INTERVAL SCHEDULE

2012-2014 Electrical Preventative Maintenance Services

WASTEWATER TREATMENT PLANT		2012			2013			2014		
ALTERNATE 1 - EPM, DPM & IR/UE										
QNTY	ELECTRICAL DISTRIBUTION SYSTEM COMPONENT	EPM	DPM	IR/UE	EPM	DPM	IR/UE	EPM	DPM	IR/UE
8	Brance Circuit Panel	8					8			8
12	Motor Control Center Section	12	12				12			12
37	MCC: Combination Motor Starter	37	37				37			37
10	MCC: Safety Disconnect	10	10				10			10
2	Individual Disconnect/Safety Switch	2					2			2
1	Individual Molded Case Breaker	1					1			1
7	Transformer (Dry)	7	7				7			7
2	Auto Transfer Switch	2	2				2			2
4	Control Panel/Cabinet	4					4			4
1	Generator	-		1			1			1
1	(MV) Disconnect/Safety Switch (Enclosure)	1	1				1			1
1	(MV) Oil Filled Transformer	1	1				1			1
1	(MV) Utility Transformer	-					-			-
WASTEWATER TREATMENT PLANT										
ALTERNATE 2 - EPM & IR/UE										
QNTY	ELECTRICAL DISTRIBUTION SYSTEM COMPONENT	EPM	DPM	IR/UE	EPM	DPM	IR/UE	EPM	DPM	IR/UE
8	Brance Circuit Panel	8					8			8
12	Motor Control Center Section			12			12			12
37	MCC: Combination Motor Starter			37			37			37
10	MCC: Safety Disconnect			10			10			10
2	Individual Disconnect/Safety Switch			2			2			2
1	Individual Molded Case Breaker			1			1			1
7	Transformer (Dry)			7			7			7
2	Auto Transfer Switch			2			2			2
4	Control Panel/Cabinet			4			4			4
1	Generator			1			1			1
1	(MV) Disconnect/Safety Switch (Enclosure)			1			1			1
1	(MV) Oil Filled Transformer			1			1			1
1	(MV) Utility Transformer			-			-			-
WASTEWATER/STORMWATER PUMP STATION LOCATIONS										
ALTERNATE 3 - IR/UE										
QNTY	ELECTRICAL DISTRIBUTION SYSTEM COMPONENT	EPM	DPM	IR/UE	EPM	DPM	IR/UE	EPM	DPM	IR/UE
1	Distribution Panel			1			1			1
10	Brance Circuit Panel			10			10			10
13	Individual Disconnect Safety Switch			13			13			13
11	Individual Molded Case Breaker			11			11			11
12	Transformer (Dry)			12			12			12
3	Wire Trough / Large Junction Box		3			3			3	
10	Auto Transfer Switch			10			10			10
10	Generator (electrical connections)			10			10			10
2	Variable Frequency Drive			2			2			2
11	Control Panel/Cabinet			11			11			11



City of Sedro-Woolley

Exhibit A-3 Equipment List

Alternates 1 and 2 - Waste Water Treatment Plant - 401 Alexander Street

PRELIMINARY SYSTEM EVALUATION - 600 VOLT

	De-Watering Building	Generator Room	Headworks: East Wall	Headworks: Shop	Headworks: Southwest Wall	Office	Shop	UV Area	Water 3 Building	Water 3 Building: Outside	Locations Page Total	Comments
Branch Circuit panel <400 amp	2	1	0	1	0	1	1	1	1	0	8	
Motor control Center (Per vertical section)	0	0	1	0	1	0	0	0	10	0	12	
MCC: combination Motor Starters	0	0	9	0	9	0	0	0	19	0	37	
MCC: Safety Disconnects	0	0	2	0	4	0	0	0	4	0	10	
Individual Disconnect/Isolator/Fused Switch > 400A	0	1	0	0	0	1	0	0	0	0	2	
Individual Molded Case Breakers > 400A	0	1	0	0	0	0	0	0	0	0	1	
Transformer - <= 600V Dry <250 kVA	1	1	0	0	0	1	2	1	1	0	7	

PRELIMINARY SYSTEM EVALUATION - NON-EDS

	De-Watering Building	Generator Room	Headworks: East Wall	Headworks: Shop	Headworks: Southwest Wall	Office	Shop	UV Area	Water 3 Building	Water 3 Building: Outside	Locations Page Total	Comments
Auto Transfer Swith <= 400A	0	0	0	0	0	0	0	0	2	0	2	
Generators < 100kW (Electrical Only)	0	1	0	0	0	0	0	0	0	0	1	

PRELIMINARY SYSTEM EVALUATION - MEDIUM VOLTAGE

	De-Watering Building	Generator Room	Headworks: East Wall	Headworks: Shop	Headworks: Southwest Wall	Office	Shop	UV Area	Water 3 Building	Water 3 Building: Outside	Locations Page Total	Comments
5-15kV Disconnects (Enclosed)	0	0	0	0	0	0	0	0	0	1	1	
5-15kV Oil Filled Transformer <= 500 kVA	0	0	0	0	0	0	0	0	0	1	1	
Control Panel Sections	1	0	0	0	2	0	0	0	1	0	4	



City of Sedro-Woolley
 Exhibit A-3 Equipment List
 Alternates 1 and 2 - Waste Water Pump Stations

PRELIMINARY SYSTEM EVALUATION - 600 VOLT

	(1a) State Street Station (600 W State St.)	(1b) Hodgkin Street Station (1050 Hodgkin St.)	(1c) Cook Road Station (1105 Cook Road)	(1d) Klingler Street Station (370 Klingler St.)	(1e) Jones Road Station (751 W. Jones Road)	(1f) John Liner Road Station (700 John Liner Road)	(1g) Mountain View Station (830 Cultus Mountain Drive)	(1h) Hospital Drive Station (1970 Hospital Drive)	(1i) Life Care Station (1550 State SR20) Exterior (920 Fruitdale Road)	(1k) Fruitdale Pump Station: Pump House - Fruitdale Road	Locations Page Total	Comments
Distribution Panel Single Front > 400A	0	0	0	0	0	0	0	0	0	1	1	
Branch Circuit Panel <= 400 amp	1	1	1	1	1	1	1	1	1	0	1	10
Individual Disconnect/Isolator/Fused Switch > 400A	1	1	1	1	1	1	1	1	1	1	1	
Individual Molded Case Breakers > 400A	1	1	1	0	1	0	1	1	1	0	0	7
Transformer - <= 600 V Dry < 250 kVA	1	1	1	2	1	2	1	1	1	0	1	12
Wire Trough/Large Junction Boxes	0	0	0	0	0	0	0	0	0	2	0	2

PRELIMINARY SYSTEM EVALUATION - NON-EDS

	(1a) State Street Station (600 W State St.)	(1b) Hodgkin Street Station (1050 Hodgkin St.)	(1c) Cook Road Station (1105 Cook Road)	(1d) Klingler Street Station (370 Klingler St.)	(1e) Jones Road Station (751 W. Jones Road)	(1f) John Liner Road Station (700 John Liner Road)	(1g) Mountain View Station (830 Cultus Mountain Drive)	(1h) Hospital Drive Station (1970 Hospital Drive)	(1i) Life Care Station (1550 State SR20) Exterior (920 Fruitdale Road)	(1k) Fruitdale Pump Station: Pump House - Fruitdale Road	Locations Page Total	Comments
Auto Transfer Switch <= 400A	1	1	1	1	1	1	0	1	1	0	1	9
Generators < 100kW (Electrical Only)	1	1	1	1	1	1	0	1	1	0	1	9
Variable Frequency Drives <= 50 hp	0	0	0	2	0	0	0	0	0	0	0	2

PRELIMINARY SYSTEM EVALUATION - MEDIUM VOLTAGE

	(1a) State Street Station (600 W State St.)	(1b) Hodgkin Street Station (1050 Hodgkin St.)	(1c) Cook Road Station (1105 Cook Road)	(1d) Klingler Street Station (370 Klingler St.)	(1e) Jones Road Station (751 W. Jones Road)	(1f) John Liner Road Station (700 John Liner Road)	(1g) Mountain View Station (830 Cultus Mountain Drive)	(1h) Hospital Drive Station (1970 Hospital Drive)	(1i) Life Care Station (1550 State SR20) Exterior (920 Fruitdale Road)	(1k) Fruitdale Pump Station: Pump House - Fruitdale Road	Locations Page Total	Comments
Control Panel Sections	1	0	1	2	1	1	1	1	0	1	10	

EXHIBIT B



City of Sedro-Woolley
BID PROPOSAL FORM
 2012-2014 Electrical Preventative Maintenance Services
 Bids Due: March 22, 2012

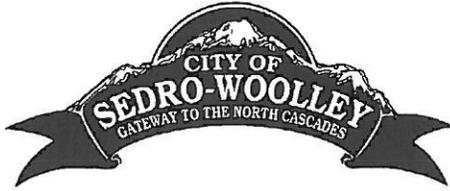
Contractor Name: Western Electrical Services, Inc.
 Address: 14311 29th St. E Sumner, WA. 98390
 Telephone: 253-891-1995
 Contact Name: Bruce Archer

ITEM	DESCRIPTION	QUANTIT Y	UNIT COST	UNIT COST	TOTAL
ALTERNATE 1 - Provide Preventative Maintenance including Energized and De-Energized Maintenance Service, Testing & Analysis, and Infrared Thermography, Ultrasonic Testing and Visual & Mechanical Inspection Services for the Wastewater Treatment Plant					
1A	Alternate 1 - Year 2012	1	Lump Sum	Lump Sum	\$19,375
1B	Alternate 1 - Year 2013	1	Lump Sum	Lump Sum	\$2,394
1C	Alternate 1 - Year 2014	1	Lump Sum	Lump Sum	\$2,454
SUBTOTAL ALTERNATE 1					\$24,223
ALTERNATE 2 - Provide Preventative Maintenance including Energized Maintenance Service, Testing & Analysis, and Infrared Thermography, Ultrasonic Testing and Visual & Mechanical Inspection Services for the Wastewater Treatment Plant					
2A	Alternate 2 - Year 2012	1	Lump Sum	Lump Sum	\$2,205
2B	Alternate 2 - Year 2013	1	Lump Sum	Lump Sum	\$2,433
2C	Alternate 2 - Year 2014	1	Lump Sum	Lump Sum	\$2,994
SUBTOTAL ALTERNATE 2					\$7,632
ALTERNATE 3 - Provide Preventative Maintenance including Infrared Thermography, Ultrasonic Testing and Visual & Mechanical Inspection Services for Twelve (12) Wastewater or Stormwater Pump Stations					
3A	Alternate 3 - Year 2012	1	Lump Sum	Lump Sum	\$3,991
3B	Alternate 3 - Year 2013	1	Lump Sum	Lump Sum	\$4,090
3C	Alternate 3 - Year 2014	1	Lump Sum	Lump Sum	\$4,193
SUBTOTAL ALTERNATE 3					\$12,274
ALTERNATE 4 - PROVIDE Labor, equipment and materials on a time and expense basis for minor repairs as identified in the Preventative Maintenance service report as requested.					
	Journeyman Electrician, Straight Time Hourly Rate 2012	24	Hours	95.00	\$2,280
	Journeyman Electrician, Overtime Hourly Rate 2012	4	Hours	125.00	\$ 500
	Service Vehicle & Tools, Hourly Rate	28	Hours	23.00	\$ 644
	Markup on Materials, Percentage of Invoice	-	12 %		- 12%
SUBTOTAL ALTERNATE 4					\$3,424
TOTAL ALTERNATE 1, 3 AND 4					\$39,921
TOTAL ALTERNATE 2, 3 AND 4					\$22,830
NOTES:					
1	Bid will be awarded on the combination of either Alternate 1, 3 and 4 or Alternate 2, 3 and 4. The city may choose not to award Alternate 3.				
2	Material markup rate as a percent to be applied to materials furnished per invoice before sales tax.				
3	Labor and Equipment rates for Year 2012 to include insurance, L&I, small tools, markup & etc. but not sales tax. Sales tax will be applied on net invoice amount.				
4	Overtime rate for Year 2012 for up to two hours of overtime.				
5	Labor rate for Time & Expense work for years 2013 and 2014 will be negotiated based on submitted labor increase documentation, such as union rate increases, L&I increases, etc.				

AWARD IS FOR ALT 1, 3 AND 4 AND INCLUDES 3 YEARS FOR ALT. 3 - TOTAL TOT

TO EXCEED \$47,000!

Org
3/26/12
4/1/2012



CITY COUNCIL AGENDA CITY OF SEDRO-WOOLLEY
REGULAR MEETING Sedro-Woolley Municipal Building

APR 11 2012

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

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: **Possible bid award – Public Works Agreement Nos. 2012-PW-11
On-Call Tree Trimming and Removal Services**
DATE: April 4, 2012 (for Council action April 11, 2012)

ISSUE

Should Mayor Anderson execute the attached Public Works Agreement No. 2012-PW-11 for On-Call Tree Trimming and Removal Services with Samish Bay Construction, Inc. of Bow, Washington in the amount of \$15,000?

BACKGROUND/DISCUSSION

The city closed bids on January 12, 2012 under the MRSC Small Works Roster process for the 2012 On-Call Tree Trimming and Removal Services. The work was awarded on February 8, 2012 to the low bidder, U.S. Timber Cutters, LLC dba Clear View Tree Service in the amount not to exceed \$15,000. Subsequently, we have not been able to enter into an agreement with US Timber Cutters.

This memorandum recommends award to the second bidder, Samish Bay Construction of Bow, Washington. The difference in the original low bid and Samish's bid is \$735.76, based on the bid proposal sample project. The original bid tabulation is attached.

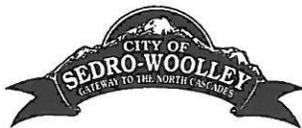
This contract will provide labor, materials and equipment for miscellaneous on-call tree trimming and tree removal as needed for the year 2012. The basis for bid comparison was for two known tree removal projects plus a typical two-day service call based on contractor proposed hourly rates. The contract is a yearly on-call agreement, so the actual award amount is recommended at \$15,000, as was the case with the original award.

FINANCE

The work will be generally funded as follows:
101.000.076.576.80.48.01 - 18 Repair & Maintenance – per facility - \$48,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Public Works Agreement No. 2012-PW-11 for On-Call Tree Trimming and Removal Services with Samish Bay Construction, Inc. of Bow, Washington in the amount of \$15,000.



PUBLIC WORKS AGREEMENT 2012-PW-11

Project Name: 2012 On-Call Tree Trimming and Removal Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Samish Bay Construction, Inc.** (hereinafter the "Contractor") hereby agree as follows:

I. THE PROJECT: The Contractor agrees to complete the following project, utilizing the best available materials and labor, and in accordance with bid specifications and contractor's proposal (if any), project plans and technical specifications:

Project description: This job will consist of trimming or removing and disposing of trees of various species per the **Invitation to Bid: 2012 On-Call Tree Trimming and Removal Services** in accordance with state and local guidelines.

II. GENERAL CONDITIONS: The General Conditions of this agreement are the Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms:

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of same are used in the Standard specifications, they shall be construed to mean "City of Sedro-Woolley" or "Owner".

2. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".

3. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Department Lead (360) 661-6492**, as its Project Manager. Contractor designates _____ as its Project Manager.

C. Business License: A City Business License is required, and Contractor and Sub-Contractors are responsible for payment of the taxes imposed thereunder.

D. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. Taxes are deemed to be included in the amounts invoiced to the City.

E. Bonding Requirements: The City requires the following bonds; combination documents, cash deposits, or assigned savings accounts are acceptable alternatives:

1. Bid Bond: 5%, if the work is subject to bid procedures;

2. Contract bond in the form made a part of this agreement. In lieu thereof for projects of \$35,000 or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010.

F. **Insurance:** The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive liability insurance** covering the work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 Million minimum) as are acceptable to the City.

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

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

III. PAYMENT

A. The maximum payable hereunder is **\$ 15,000.00**

B. Individual Task Orders will specify the method of compensation, which will be on a Time & Expense Not To Exceed basis per lump sum quote or per rates established in **Exhibit A-1, Bid Proposal – Addendum 2, or Exhibit A-2, Samish Bay Construction Hourly Rate Sheet for Equipment and Crew, January 2012.**

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

D. Retainage will be administered in accordance with RCW 60.28.010(1).

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2012.**

B. To the extent not inconsistent with this agreement, this contract includes the Invitation to Bid and Proposal, all incorporated herein by this reference.

C. Scope of project: **Per the Invitation to Bid: 2012 On-Call Tree Trimming and Removal Services dated December 22, 2011.**

D. Joinder in Arbitration Proceedings. If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

E. Indemnification.

1. Contractor shall indemnify, defend, and hold the City harmless from and

against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

2. Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

3. Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

4. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

5. Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

F. Attorneys Fees. The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

G. MRSC Roster Registration. If required, the Contractor shall register or maintain registration on the MRSC Small Works Contractor Roster.

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

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

EXECUTED, this the _____ day of _____, 2012, for the Contractor, U.S. Timber Cutters LLC dba Clear View Tree Service

Samish Bay Construction, Inc., Contractor

EXECUTED, this the _____ day of _____, 201____, for the CITY OF SEDRO-WOOLLEY:

Mike Anderson, Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

BID PROPOSAL - ADDENDUM 2									
2012 ON-CALL TREE TRIMMING AND REMOVAL SERVICES									
Proposals due by 4 pm January 12, 2012									
Tree List & Bid Sheet - Addendum 2									
ITEM	DIAMETER	SPECIES	TASK	LOCATION	Photo	Quantity	Unit	Unit Price	Total
1	24"	Poplar	Tree removal	Riverfront Park Lower Playground		3,4	1	EA	500.00 500.00
2	Varicus	Poplar	Tree Topping	Riverfront Park, east of Caretaker Residence		5,6	17	EA	400.00 400.00
3	NA	NA	Tree Trimming - Sapp Road	Hourly cost for hand tree limbing by Bucket Truck & disposal		7,8	16	Hours	150.00 2400.00
4	NA	NA	Tree Trimming - Miscellaneous	Hourly cost for hand tree limbing by tree climber & disposal		NA	16	Hours	150.00 2400.00
SUBTOTAL									9300.00
SALES TAX AT 8.2%									762.60
TOTAL BID									10062.60
Rate Sheet provided: <u>YPS</u>									
Bidder Name: <u>Sue Ratfield</u> <u>Samish Bay Construction, Inc.</u>									
Telephone Number: <u>(360) 708-4342</u>									
Contractor License Number: <u>SAMISBC942CG</u>									
Notes:									
1	All work to be performed per the Request for Proposals, 2012 On-Call Tree Trimming and Removal Services, as modified by Addendums 1 and 2.								
2	Previous Bid Item 1 for tree removal on Ball Street is deleted; this work will be performed by others.								
3	Item 2 work to include chipping of removed limbs and wood to maximum 6" size and disposal along the bank below the tree line.								
4	Item 3 work to include bucket truck and labor as needed - two man crew assumed. Limbs to be cleared to minimum 20' above Sapp Road. Flagger are not required on Sapp Road. Removed trimmings may be chipped to 6" max & applied to railroad bank.								
5	Item 4 work to include tree climber and support labor and equipment as needed - two man crew assumed.								
6	Items 1 and 4 trimmings to be removed from site. At contractor's discretion, trimmings may be chipped to 6" maximum and disposed at a site to be determined by City Parks staff.								
7	Bidder to provide a rate sheet for standard equipment and crew costs.								

\$ 10,062.60

EXHIBIT A-1

EXHIBIT A-2**Samish Bay Construction, Inc.**

11442 Blue Heron Rd.

Bow, WA 98232

(360)708-4342 cell

(360) 766-6984 fax

HOURLY RATE SHEET FOR EQUIPMENT AND CREW

January 2012

EQUIPMENT	HOURLY RATE
15 Ton crane, 85' reach, with or without man bucket	50.00
Dump truck	25.00
Chipper	25.00
Stump grinder	25.00
Trencher	25.00
Excavator w/thumb	25.00
Backhoe	25.00
Machinery Operator or labor	50.00

All above rates are for normal business hours. After hours/emergency add \$25/hour/person, 4hour minimum, portal to portal.

CONTRACT BOND
to the
CITY OF SEDRO-WOOLLEY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the **CITY OF SEDRO-WOOLLEY** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF SEDRO-WOOLLEY**.

DATED at _____, Washington, this ____ day of _____, 200__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded principal, a certain contract, for _____

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: _____
Mayor

Attest:

Finance Director

Approved as to form:

City Attorney

Principal
Title: _____

For the Surety: _____

Name: _____

Title: _____

Address: _____

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 3. Escrow / Investments: The City will place the retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserve payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the City and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues. Selection of this option requires an escrow agreement to be completed by the contractor. The City of Sedro-Woolley will provide the form for use by the contractor. If the contractor elects to use the Escrow Investment option, please complete attached Escrow Agreement.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF SEDRO-WOOLLEY:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

4. **Bond-in-Lieu:** With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title

RETAINAGE ACCOUNT _____

CITY _____

ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: _____
Bank or Trust Company

Branch

Attn:

Street Address

City, State, Zip

The undersigned _____ hereinafter referred to as the Contractor, has directed the City of Sedro-Woolley, hereinafter referred to as the City, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The City shall deliver to you from time to time warrants or checks payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such warrant or check so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow / interest bearing account. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such warrant or check shall be delivered to you. The proceeds from collections shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. A list of such bonds, or other securities approved by the City are indicated on the Retainage Investment Option form. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you alone to

reconvert such bonds or other securities into money if you are required to do so by the City as provided in Paragraph 4 of the Escrow Agreement.

The investments selected by the Contractor, approved by the City and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instruction shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow / Interest Bearing Account Agreement is _____. Upon request by you, the City shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the monies held hereunder in accordance with the new estimated completion date.

4. In the event the City orders you to do so in writing, and notwithstanding any other provisions of this agreement you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other monies, including accrued interest on such securities, held by you hereunder, to the City.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

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

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

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

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

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

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

Contractor

BY: _____
Signature & Title

Address

City State Zip

CITY OF SEDRO-WOOLLEY
City

BY: _____
Authorized Signature & Title

Address

City State Zip

ATTESTED BY:

City Clerk

Approved as to form:

City Attorney

The above escrow instructions received and accepted this _____ day of _____, 20____.

Bank or Trust Company

By: _____

APR 11 2012

After Recording Return to:

Washington County Fire District # 2
31370 NW Commercial ST
North Plains OR 97133

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 31

THE PARTIES AGREE AS FOLLOWS:

INTERLOCAL JOINT PURCHASING AGREEMENT

BETWEEN

WASHINGTON COUNTY FIRE DISTRICT NO. 2

AND

CITY OF SEDRO-WOOLLEY

THIS INTERLOCAL AGREEMENT is entered into under Chapter 39.34 RCW on this 27 day of March, 2011 between Washington County Fire District No. 2 a political subdivision of the State of Oregon(District No.2) 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 District No. 2 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, District No. 2, 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 District No. 2 with the concurrence of the vendor. Any contract for the purchase of goods and services made by District No. 2 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 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.

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 District No. 2's representative shall be the Chief.

5.2 Sedro-Woolley's representative shall be the City Supervisor.

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:

WASHINGTON COUNTY FIRE
PROTECTION DISTRICT NO. 2



Dennis England, Chief

CITY OF SEDRO-WOOLLEY

Mike Anderson
Mayor

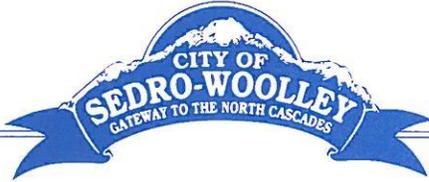
Christine Salseina,
Deputy Clerk

Approved as to form:

Eron Berg
City Attorney

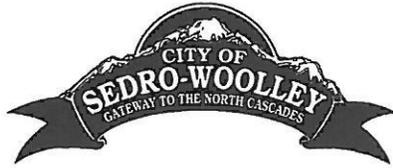
APR 11 2012

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:



CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

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

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: April 11, 2012

Subject: 2011 Comprehensive Plan Docket (2nd read)

ISSUES

1. Should the City Council adopt the proposed *Comprehensive Plan* amendments for 2011?
2. Should the City Council adopt the proposed *Sedro-Woolley Zoning Map* modifications to enact the 2011 *Comprehensive Plan* amendments?
3. Should the City Council support future applications to Skagit County to include certain City-owned parcels in the City UGA?

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 2011 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-1-11 – Rezone of Abandoned Railroad Corridor Along Northern Street

Planning Commission recommendation: **Approve** with amendments shown in Attachments A and B of *Findings of Fact, Conclusions and Recommendations*.

CPA-2-11 – Proposed Expansion of UGA to Include City-owned Properties

Planning Commission recommendation: City Council **support** of any future applications to Skagit County to expand the City Sedro-Woolley urban growth area to include the City-owned lands, described as parcel P37631, P76300, the unopened right of way in between said parcels, and parcel P37311

CPA-3-11 – Update of the Parks and Recreation Element

Planning Commission recommendation: **Approve** with revised maps shown in Attachment C of *Findings of Fact, Conclusions and Recommendations*.

EXHIBITS

1. Ordinance ____-12 to adopt amendments to the Comprehensive Land Use Map, Zoning Map and Parks and Recreation Element of the Comprehensive Plan
2. Resolution ____-12 to show City Council support for the any future applications to Skagit County to expand the City Sedro-Woolley urban growth area to include the City-owned lands
3. Planning Commission's *Findings of Fact, Conclusions and Recommendations* including recommended changes for CPA-1-11, CPA-2-11 and CPA-3-11

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 and resolution supporting future expansion of UGA to include City-owned parcels.
2. Refer the documents back to the Planning Commission for further review and modification of their recommendation.
3. Adoption of the ordinance and resolution with additional changes made by the City Council.
4. Reject the proposed changes.

RECOMMENDATION

1. Make a motion to adopt Ordinance ____-12 to amend the Comprehensive Land Use Map, Zoning Map, and Parks and Recreation Element of the Comprehensive Plan.
2. Make a motion to adopt Resolution ____-12 to support future application to Skagit County to expand Sedro-Woolley's urban growth area to include City-owned properties along River Road and Cook Road.

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON AMENDING
THE COMPREHENSIVE PLAN, COMPREHENSIVE LAND USE MAP AND ZONING
MAP FOR THE CITY OF SEDRO-WOOLLEY**

WHEREAS, the City of Sedro-Woolley desired to amend the Sedro-Woolley Comprehensive Plan as part of the 2011 docket process; and

WHEREAS, the City of Sedro-Woolley established an on-going public participation process in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Meetings to discuss proposed changes to the Comprehensive Plan; and

WHEREAS, several public hearings were conducted before the Sedro-Woolley Planning Commission between the dates of April 19, 2011 and December, 2011; and

WHEREAS, the SEPA environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued on January 23, 2012; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Commerce and the required 60-day review period expired on February 18, 2012 without receiving comment; and

WHEREAS, the Planning Commission has reviewed the proposed update to the Comprehensive Plan as contained in this ordinance and made a recommendation to the City Council to adopt revisions to the Comprehensive Plan; and

WHEREAS, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

WHEREAS, the 2011 Docket recommendations were first presented to the City Council on March 28, 2011; and

WHEREAS, the City Council finds that it is in the interests of the public health, safety and welfare to adopt the revisions to the Comprehensive Plan, Comprehensive Land Use Map and Zoning Map as set forth below;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY
DOES ORDAIN AS FOLLOWS:**

Section 1. The City Council hereby adopts the Planning Commission's *Findings of Fact, Conclusions and Recommendations* as contained in Exhibit 3, which were certified by the Planning Commission Chair on March 22, 2012 as the City Council's *Findings of Fact, Conclusions and Recommendations*.

EXHIBIT 1

Section 2. The Comprehensive Land Use Plan Map is hereby amended as set forth in Attachment A of the Planning Commission's *Findings of Fact, Conclusions and Recommendations*, which is adopted by reference.

Section 3. The Sedro-Woolley Zoning Map is hereby amended as set forth in Attachment B of the Planning Commission's *Findings of Fact, Conclusions and Recommendations*, which is adopted by reference.

Section 4. The *Parks and Recreation Element* of the Sedro-Woolley Comprehensive Plan is hereby amended to read as set forth in Attachment C of the Planning Commission's *Findings of Fact, Conclusions and Recommendations*, which is adopted by reference.

Section 5. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

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

Mike Anderson, Mayor

Attest:

Patsy Nelson, Clerk/Treasurer

Approved as to form:

Eron Berg, City Attorney

Published _____

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY SUPPORTING THE EXPANSION OF THE SEDRO-WOOLLEY URBAN GROWTH AREA TO INCLUDE CERTAIN CITY-OWNED PARCELS AND DIRECTING STAFF TO SUBMIT APPLICATION TO SKAGIT COUNTY

WHEREAS, the City of Sedro-Woolley owns land outside the city's urban growth area, but adjacent to city limits; and

WHEREAS, the city may only annex properties within its urban growth area; and

WHEREAS, the Sedro-Woolley Planning Commission held public hearings as part of the 2011 Comprehensive Plan Update to receive public input for a proposal to include parcels described as parcel P37631, P76300, the unopened right of way within parcel P76300, and parcel P37311, which are all city-owned parcels, in the urban growth area; and

WHEREAS, at the May 17, 2011 public hearing, four of the five property owners on the south side of Dunlop Street and abutting parcel P37631 made public comments against having their properties included in the UGA; and

WHEREAS, the Planning Commission, based on the findings of fact and testimonies received, recommend that the City Council support any future applications to Skagit County to expand the City Sedro-Woolley urban growth area to include the City-owned lands, described as parcel P37631, P76300, the unopened right of way within parcel P76300, and parcel P37311; and

WHEREAS, the City Council finds that expanding the urban growth area to include city-owned properties is in the best interest of the citizens of Sedro-Woolley; now, therefore,

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

Section 1. The City Council hereby adopts the Planning Commission's *Findings of Fact, Conclusions and Recommendations* as contained in Exhibit 3, which were certified by the Planning Commission Chair on March 22, 2012 as the City Council's *Findings of Fact, Conclusions and Recommendations*.

Section 2. The City Council supports any future applications to Skagit County to expand the City Sedro-Woolley urban growth area to include the City-owned lands, described as parcel P37631, P76300 the unopened right of way within parcel P76300, and parcel P37311 as depicted in Attachments A and B of this Resolution.

EXHIBIT 2

PASSED by majority vote of the members of the Sedro-Woolley City Council
this _____ day of April, 2012.

Mike Anderson, Mayor

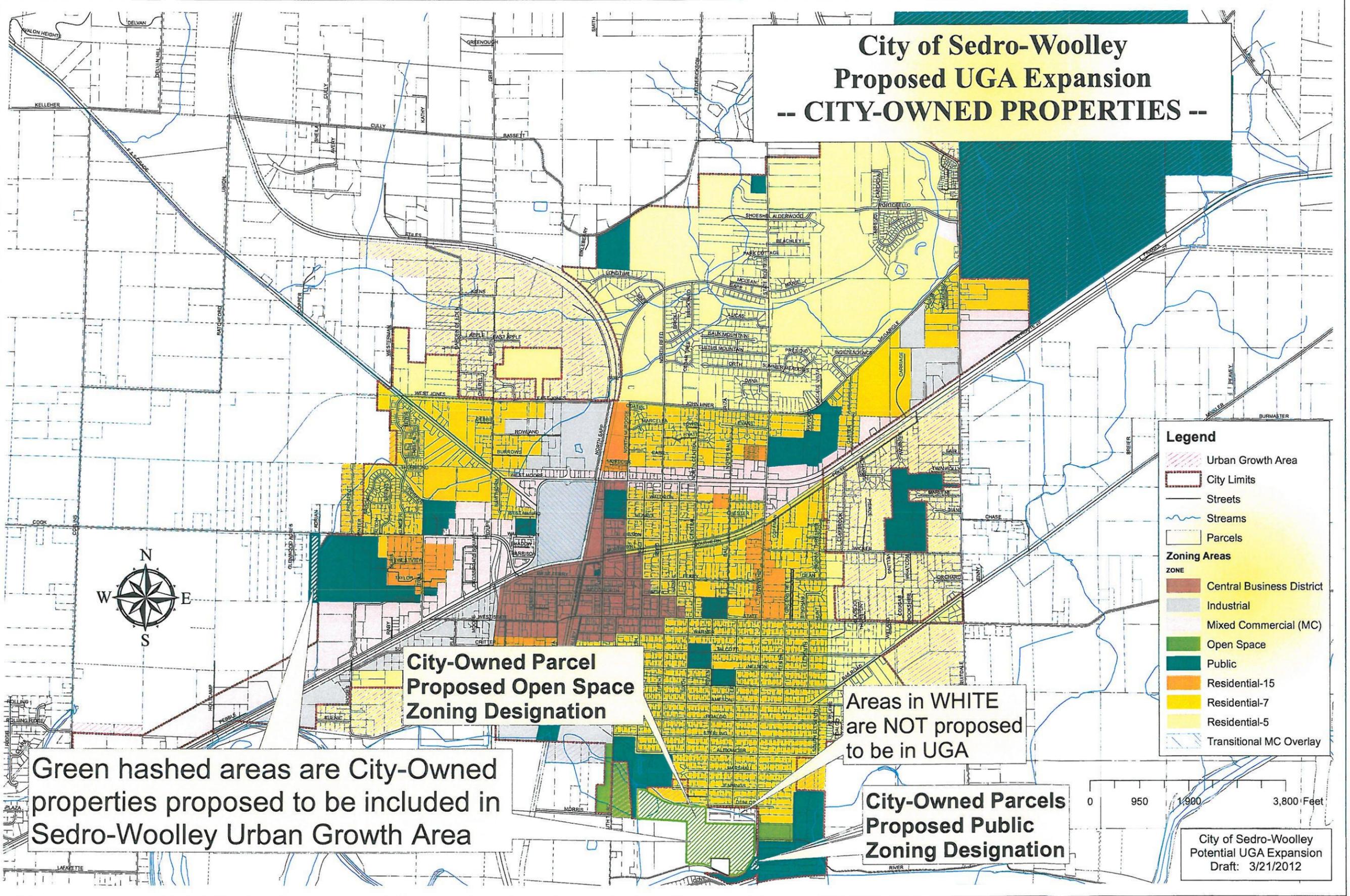
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

City of Sedro-Woolley Proposed UGA Expansion -- CITY-OWNED PROPERTIES --



Legend

- Urban Growth Area
- City Limits
- Streets
- Streams
- Parcels

Zoning Areas

ZONE

- Central Business District
- Industrial
- Mixed Commercial (MC)
- Open Space
- Public
- Residential-15
- Residential-7
- Residential-5
- Transitional MC Overlay

**City-Owned Parcel
Proposed Open Space
Zoning Designation**

**Areas in WHITE
are NOT proposed
to be in UGA**

**City-Owned Parcels
Proposed Public
Zoning Designation**

**Green hashed areas are City-Owned
properties proposed to be included in
Sedro-Woolley Urban Growth Area**

City of Sedro-Woolley
Potential UGA Expansion
Draft: 3/21/2012

City of Sedro-Woolley Proposed UGA Expansion -- CITY-OWNED PROPERTIES --

Areas in WHITE are NOT proposed to be in UGA

Hashed areas are City-Owned properties proposed to be included in Sedro-Woolley Urban Growth Area

City-Owned Parcel
Proposed Open Space
Zoning Designation
Parcel P37631

City-Owned Parcel
& unopened right-of-way
Proposed Public
Zoning Designation
Parcel P76300

Legend

-  Urban Growth Area
-  Streets
-  Parcels
- Zoning Areas**
- ZONE**
-  Central Business District
-  Industrial
-  Mixed Commercial (MC)
-  Open Space
-  Public
-  Residential-15
-  Residential-7
-  Residential-5
-  Transitional MC Overlay



City of Sedro-Woolley
Potential UGA Expansion
Draft: 3/22/2012

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

File #s – Requested by:

CPA-1-11 – City Sponsored

CPA-2-11 – City Sponsored

CPA-3-11 – City Sponsored

**2011 COMPREHENSIVE PLAN
AMENDMENT REQUESTS
– 2011 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 or 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 2011 Comprehensive Plan Docket; all proposed by the City of Sedro-Woolley. All three items were docketed and reviewed by the Planning Commission in accordance with Growth Management Act and Chapters 2.88 and 2.90 of the Sedro-Woolley Municipal Code (SWMC). The three items on the 2011 Docket are described below.

CPA-1-11 – Railroad Corridor Rezone

This is the first of three Comprehensive Plan amendment files that the Sedro-Woolley Planning Commission worked on as part of the 2011 Docket. The Planning Commission considered a rezone of the 100-foot wide railroad corridor between City limits to the east and Metcalf Street to the west. The corridor has not been used by trains for many years and the rails have been recently removed. The proposal is that the property be rezoned from Residential 7 (R-7) to Open Space. This amendment will require changes to Sedro-Woolley zoning map and the Land Use Map in Appendix A of the Comprehensive Plan.

CPA-2-11 – Public Review – Adding City-Owned Property into the Urban Growth Area

At the request of the City Council, the Sedro-Woolley Planning Department (Planning) held public hearings to explore the possibility of expanding the urban growth area (UGA) to include city-owned property on the south end of town. The original proposal also included

five residential lots that are not owned by the city. The proposal was modified to exclude these properties after public comments were received.

The City cannot adjust its UGA on its own; per the State Growth Management Act (GMA) the County must adopt all changes to the UGA with input from the City. Before the County will entertain UGA expansions, they require an official recommendation of approval from the city who's UGA will be affected. This public review process was to enable the City Council to make an official recommendation of approval of the UGA expansion to be included with any future UGA expansion requests to Skagit County. The public review was performed under the Comprehensive Plan Amendment process and given the file #CPA-2-11, but no changes to the Sedro-Woolley Comprehensive Plan will result from this action.

CPA-3-11 – Update of the Parks and Recreation Element of the Comprehensive Plan

The Planning Commission completed an update to the Parks and Recreation Element of the Comprehensive Plan during the 2011 Docket cycle. The Planning Commission began work on the Parks and Recreation Element update in the 2010 Docket Cycle (file #CPA-2-10), but further work was necessary at the end of that cycle. The 2010 file was closed but continued on the 2011 Docket cycle. The update includes a revised parklands needs analysis and a revised formula and calculation used to determine how much it will cost the city to develop parks to meet the demands of future anticipated growth. This calculation is the basis on which the value of the park impact fee is set. The Planning Commission does not recommend that the park impact fee be adjusted; this exercise was to update the information on which park impact fee is based, not the impact fee value itself. This update will require changes to the Parks and Recreation Element of the Comprehensive Plan.

Planning Commission Finding of Fact

Conformance with Growth Management Act

1. On December 10, 2010, December 22, 2010, January 5, 2011, and January 19, 2011, 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.
3. On March 1, 2011 the City Council reviewed three proposed items for inclusion on the 2010 Comprehensive Plan Docket. All three items were city-sponsored. The City Council placed all three items on the 2011 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 December 20, 2011. The review period expired February 18, 2012 and no COMM comments were received.
5. A SEPA DNS for the 2011 Docket was issued on January 23, 2012.

CPA-1-11 – Railroad Corridor Rezone

6. A rail corridor owned by Burlington Northern Santa Fe (BNSF) extends from the eastern city limits into the Central Business District. BNSF has not operated trains on this section of tracks in many years. In fact the rails and railroad ties have been removed.
7. Railroad corridors are transportation right-of-ways, similar to city and state roadways. However, rail corridors are owned by the rail company, not a governmental agency. Rail corridor lands were granted to the railroad companies by the US government to allow freight movement and foster inter-state trade. The land was given because the service would benefit the citizens of the United States.
8. Because the rail corridor has always been considered as land exclusively used for the purposes of transportation and not development, no zoning was ever contemplated for the strip of land. It was thought that zoning does not apply to the rail corridor. On the zoning map, the corridor was assigned the same zoning as the land on either of its sides. This is the same practice used for road; on the zoning map roads are shown to have the same zoning as the adjacent property, but zoning does not apply to road right-of-ways.
9. Now that the former section of railway through Sedro-Woolley is unused for rail purposes, it is private land owned by a private company, BNSF. As such, strictly speaking, the land may be used for development purposes, such as housing or commercial uses instead of the transport of goods and passengers as originally envisioned by the land grant. However, zoning for the land was never before considered because it was not understood to be developable property.
10. Ownership of the same rail corridor has been given to Skagit County and converted to a public trail eastward of city limits. Zoning the portion of the rail corridor within city limits as Open Space will preserve the potential for that trail to continue through the city.
11. The Planning Commission believes zoning the property as Open Space will benefit the people of Sedro-Woolley and the regional community.
12. On April 9, 2011, in compliance with Chapter 2.90 SWMC, notice of the April 19, 2011 Public 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 Comprehensive Land Use map or Zoning map were received in advance of the hearing.
13. On April 19, 2011 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated April 19, 2011 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. On May 9, 2011, in compliance with Chapter 2.90 SWMC, notice of the May 17, 2011 Public 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 Comprehensive Land Use map or Zoning map were received in advance of this second open public hearing.
15. On May 17, 2011 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff memo dated May 17, 2011 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff memo was also available to the public ahead of the hearing date.
16. The property owner, BNSF was notified of the proposal and of the public hearing. The staff report and memo were also mailed to the owner.

17. At both hearings staff presented the background concerning the proposed Comprehensive Plan amendments – including the rezone of the railroad corridor – and made a recommendation that the Planning Commission recommend approval of the proposed rezone to the City Council.
18. After discussion the proposal, the Planning Commission made a motion to recommend that the City Council accept the proposed rezone of the railroad corridor to Open Space. The motion passed 6-0.
19. The revised Comprehensive Land Use Map showing the recommended amendments is attached as Attachment A. The revised Zoning Map is attached as Attachment B.

CPA-2-11 – Public Review – Adding City-Owned Property into the Urban Growth Area

20. The City of Sedro-Woolley owns properties in two areas that are just outside of City limits and the City Council is interested in having those properties come into city limits.
21. The first area, just west of City limits, adjacent to Janicki Field, is comprised of one parcel, P37311. This parcel is about 4.3 acres in size and is accessed directly from Cook Road.
22. The second area is just south of city limits, adjacent to Riverfront Park, and is comprised of two parcels (P37631 & P76300) and two sections of unopened right-of-way.
23. These properties are not within the City's urban growth area (UGA), but are adjacent to city limits. Because they are not in the UGA, they may not be annexed. Only properties within the UGA may be annexed.
24. Lands may be included in a UGA after a public review process that begins at the City level, but the actual UGA designation is done at the County level. The City does not determine what lands are included in the UGA, Skagit County officially determines the City's UGA with input from the City. The City must show that the expansion is reasonable and demonstrate that an expansion is in conformance with the GMA and Chapter 14.08 of the Skagit County Code.
25. Because the proposal has the potential to affect future land use, the City used the Comprehensive Plan review cycle to allow public comment about the proposed UGA expansion. The public comments would inform any future official request to the County to include the above described properties in the City UGA. The public hearing process would allow the Planning Commission to make an informed recommendation to the City Council as to whether the proposal meets with public approval. The City Council would then be able to present to the County a formal record indicating the City has thoroughly studied the possibility of expanding the UGA and finds that it is well-founded expansion.
26. Along with the City-owned properties, the original proposal also included six privately owned properties that are already developed with residential structures. These properties are adjacent to City limits and Parcel P37631, the city owned parcel south of current city limits. The private parcels are on the south of Dunlop Street, west of Township Street and north of the City-owned parcel. The private properties are accessed exclusively by City streets. The property owners were contacted directly by mail to ask if they are interested in being included in the City UGA. The property owners were invited to attend the hearings and encouraged to provide comment on the proposal to expand the UGA.
27. On May 9, 2011, in compliance with Chapter 2.90 SWMC, notice of the May 17, 2011 Public Hearing in front of the Planning Commission and opportunity to comment on the proposal to expand the City of Sedro-Woolley UGA was published in the Skagit Valley

- Herald. No public comments on the proposed UGA expansion were received in advance of the hearing.
28. On May 17, 2011 the Planning Commission held an open record public hearing to present information on the proposal and to hear testimony from the public. A staff memo dated May 17, 2011 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff memo was also available to the public ahead of the hearing date.
 29. Five property owners have interest in the private properties. At the May 17 public hearing, four of the five property owners made public comments; none were in favor of including their property in the UGA.
 30. On June 10, 2011, in compliance with Chapter 2.90 SWMC, notice of a second public hearing on June 21, 2011 in front of the Planning Commission and opportunity to comment on the proposal was published in the Skagit Valley Herald.
 31. On June 21 2011 the Planning Commission held a second open record public hearing to present information on the proposal and to hear testimony from the public. A staff memo dated June 21, 2011 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff memo was also available to the public ahead of the hearing date. This revised memo included a modified version of the proposal. Because the private land owners were not interested in being included in the potential UGA expansion, the private properties were eliminated from the City's UGA expansion proposal. The only properties proposed to be included in the UGA are the City-owned parcels.
 32. The Planning Commission reviewed the revised proposal to expand the UGA including only City-owned parcels after receiving testimony at the June 21, 2011 hearing. Planning Commission made a motion to recommend to the City Council to have Skagit County expand the Sedro-Woolley urban growth area to include the City-owned lands, described as parcel P37631, P76300, the unopened right of way in between said parcels, and parcel P37311. The motion passed 5-0.

CPA-3-11 – Update of the Parks and Recreation Element of the Comprehensive Plan

33. The Planning Commission began working on revisions to the Parks and Recreation Element of the Comprehensive Plan in 2010 when it was a on the 2010 Docket. The Element was last updated in 2005 and is required to be updated by December 1, 2015. The Planning Commission did not complete the amendment process for the Parks and Recreation Element during the 2010 Docket Cycle. The 2010 file (CPA-2-10) was closed at the end of the 2010 Docket review process and a new file (CPA-3-11) was opened on the 2011 Docket so the Planning Commission may complete the work began in 2010.
34. On March 24, 2010 the City Council reviewed the items on the 2010 Comprehensive Plan Docket. CPA-2-10 was on the 2011 Docket.
35. 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.
36. 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.

37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. At the close of the 2010 Docket cycle, the Planning Commission was not finished reviewing the Parks and Recreation Element. The project was scheduled to be resumed on 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.

46. On March 1, 2011 the City Council reviewed the items on the 2011 Comprehensive Plan Docket. CPA-3-11, a continuation of a review of the Parks and Recreation Element of the Sedro-Woolley Comprehensive Plan was on that Docket.
47. Work on amendments to the Parks and Recreation Element was resumed on October 2011. In compliance with Chapters 17.60 and 2.90 SWMC, notice of an October 18 Comprehensive Plan meeting in front of the Planning Commission was published ahead of the meeting on the Sedro-Woolley website. No written public comments on the proposed goals and policies to the Comprehensive Plan were received in advance of the October 18, 2011 meeting.
48. On October 18, 2011 the Planning Commission held a public meeting to review the work that has been completed and the work that needed to be finished on the Parks and Recreation Element update. A staff report dated October 18, 2011 was submitted to and reviewed by the Planning Commission prior to the public meeting. The staff report was also available to the public ahead of the meeting date.
49. The Planning Commission did not make a recommendation at the October meeting; the issue was continued until the next Planning Commission meeting in November.
50. On November 15, 2011 the Planning Commission held a public meeting to review the work that has been completed and the work that needed to be finished on the Parks and Recreation Element update. A revised meeting work agenda was prepared as a memo dated November 15, 2011, which was submitted to and reviewed by the Planning Commission prior to the public meeting. The memo was also available to the public ahead of the meeting date. The topic was scheduled for further review at the December 20, 2011 meeting
51. On December 20, 2011 the Planning Commission held a public meeting to review the work that has been completed and the work that needed to be finished on the Parks and Recreation Element update. A revised meeting work agenda was prepared as a memo dated December 20, 2011, which included a Parks Impact Fee Calculation Update – a document detailing the amount of land needed for parks over the next 20 years and the methodology used to show how the City arrived at the value of its park impact fees. These documents were submitted to and reviewed by the Planning Commission prior to the public meeting. The memo was also available to the public ahead of the meeting date.
52. At the December 21 meeting, the Planning Commission completed its review of the Parks and Recreation Element, as well as the park impact fee calculations. The analysis shows that impact fee cannot cover the full impact that each new residential unit has on the park system. The Planning Commission noted that it is not desirable to increase the park impact fees. Staff was instructed to compile all the revisions proposed by the Planning Commission into a final draft for the Planning Commission to review at the next Planning Commission meeting.
53. A complete draft was prepared for the Planning Commission for the January 17, 2012 meeting. That meeting was cancelled due to weather. The Planning Commission reviewed the final draft on February 21, 2012.
54. The Planning Commission concluded its discussion of CPA-3-11 and made a motion to recommend the proposed changes to the Parks and Recreation Element of the Comprehensive Plan. The motion carried 6-0. The Planning Commission's recommended amendments to the Parks and Recreation Element of the Comprehensive Plan and the Park Impact Fee Calculation Update document (which will be included as

Appendix A of the Parks and Recreation Element) are shown in Attachment C of these Findings.

Planning Commission Recommendations

CPA-1-11 – Railroad Corridor Rezone

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Comprehensive Land Use Map attached as Attachment A and the revised Zoning Map attached as Attachment B that will rezone the land within the abandoned rail corridor through a portion of Sedro-Woolley as Open Space zoning designation.

CPA-2-11 – Public Review – Adding City-Owned Property into the Urban Growth Area

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **support** any future applications to Skagit County to expand the City Sedro-Woolley urban growth area to include the City-owned lands, described as parcel P37631, P76300, the unopened right of way in between said parcels, and parcel P37311.

CPA-3-11 – Update of the Parks and Recreation Element of the Comprehensive Plan

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Parks and Recreation Element of the Comprehensive Plan as shown in Attachment C.

ATTACHMENTS

- Attachment A – Recommended Comprehensive Land Use Map as amended.
- Attachment B – Recommended Zoning Map as amended.
- Attachment C – Recommended amendments to the Parks and Recreation Element of the Comprehensive Plan (including the Park Impact Fee Calculation Update document which will be included as Appendix A of the Parks and Recreation Element)

CERTIFICATION

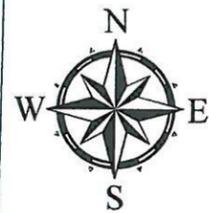
Rick Judd, Planning Commission Chairman

Date

Attachment A

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

City of Sedro-Woolley Comprehensive Land Use Map



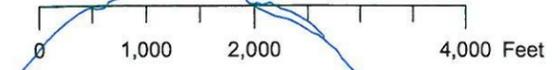
Legend

- Urban Growth Area
- City Limits
- UVMU Overlay
- Streets
- Streams
- Parcels

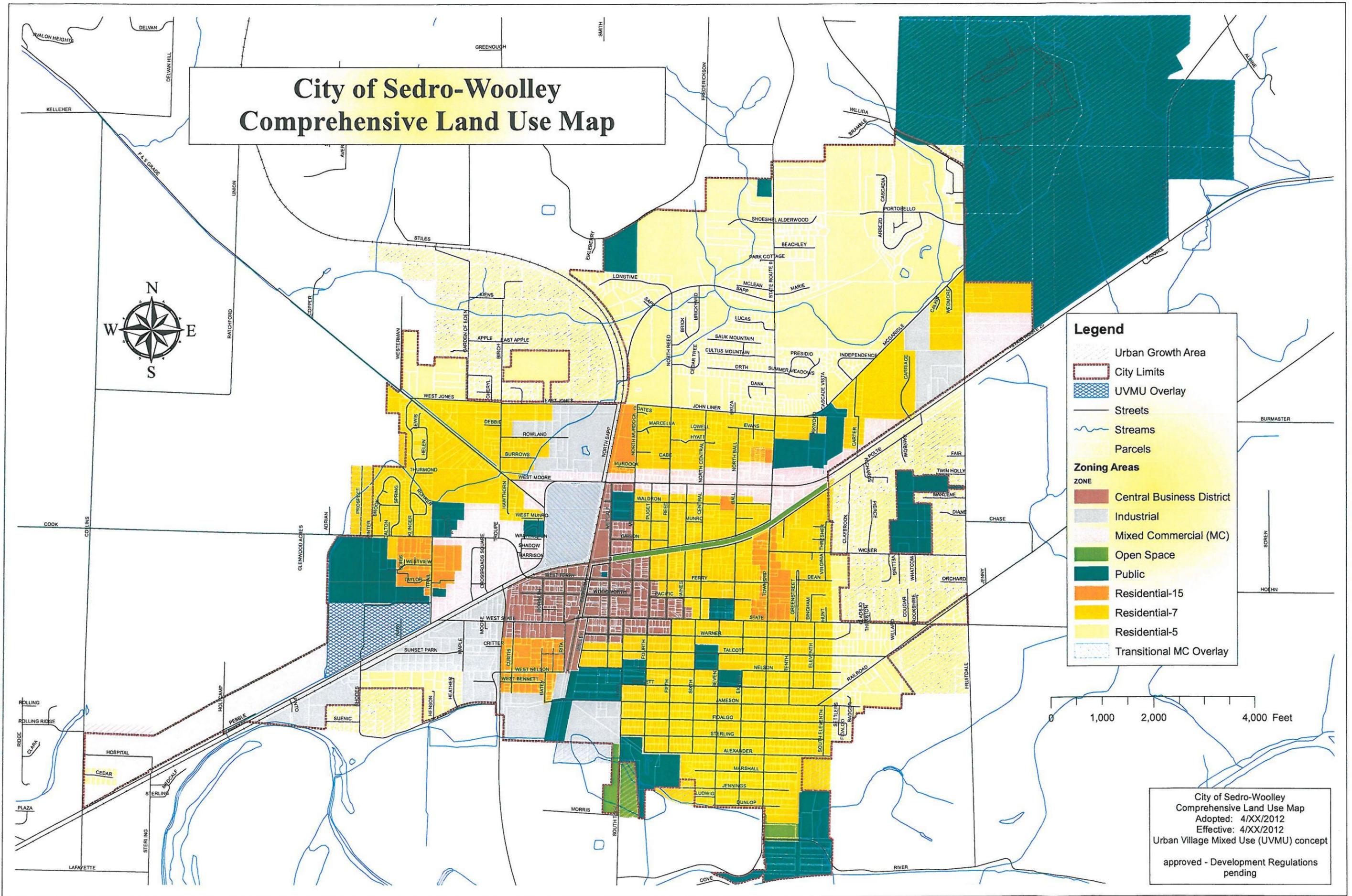
Zoning Areas

ZONE

- Central Business District
- Industrial
- Mixed Commercial (MC)
- Open Space
- Public
- Residential-15
- Residential-7
- Residential-5
- Transitional MC Overlay



City of Sedro-Woolley
Comprehensive Land Use Map
Adopted: 4/XX/2012
Effective: 4/XX/2012
Urban Village Mixed Use (UVMU) concept
approved - Development Regulations
pending



Attachment B

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

Attachment C

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

Chapter 6

PARKS AND RECREATION ELEMENT

- 6.04 Introduction
- 6.08 Existing Parks Location and Inventory of Uses
- 6.12 Projected Population/Land Use/Park Provision Within the City and its Urban Growth Area
- 6.16 Goals and Policies
- 6.20 Linkages to County Parks Planning and to Urban Growth Area Interlocal Agreements with Skagit County
- 6.24 Action Program
- ~~6.28~~ Goals and Policies(consolidated with section 6.16)

INTRODUCTION

Parks provide more than just a place for the residents of the city to gather, play and relax; parks can instill a sense of pride in the community. They are a part of the identity of the community and contribute to the quality of life of its residents. As the City of Sedro-Woolley grows, so do the demands on our parks and recreation programs. This element is intended to help the city plan for future parks and recreation needs by setting goals and policies, examining the current parks inventory and projecting future parks needs.

The Growth Management Act requires a Parks and Recreation Element that is consistent with the city's Capital Facilities Element (Chapter 7 of the Sedro-Woolley Comprehensive Plan). This element includes an estimate of the demand on the parks system and an evaluation of the facilities and services needed to meet the projected demand on parks services. Also addressed are the regional / intergovernmental parks and recreation services to meet the regional demand.

This element was last updated in 2005 and set goals and planned future parks and recreation needs through 2025. The previous update was based on population projections found in the *Skagit County Population & Employment Forecasting & Allocation 2025*. Skagit County has not released revised population estimates since 2005; therefore the planning horizon of this update is still through 2025. Per the County forecast, the population of Sedro-Woolley is expected to be 15,500 by 2025.

As part of this update, the Planning Commission reviewed the current level of parks services and set revised goals for parks services through the 2025 planning horizon. THE Planning Commission reviewed the County population projections and the held several public hearings to gather input on what the city's goals for parks should be. The results of

the Planning Commissions public hearings was used to set a level of service (LOS) for park lands and identify the amount of land necessary to accommodate the anticipated population growth. The Planning Commission determined that an additional 152 acres are necessary to meet the future demands on the park system. This acreage includes property needed for new parks, open spaces and trails. In addition, the estimated cost of developing that property to meet the 2025 level of service goals was determined.

Within the Parks and Recreation Element, "parks" include more than the developed play areas in traditional city-owned play areas. Parks in this context includes recreational facilities such as ball fields, athletic courts, play areas, community centers, city-owned open spaces – both those intended for future parks development, and those set aside as critical areas such as wetlands or fish and wildlife habitat areas. Though critical areas are not intended for active recreational uses, they provide limited opportunities for passive recreation as well as protected oases of natural landscape in an urban environment.

The city parks plan was last updated in 1999. Previous plans adopted a per capita standard of 3.75 acres of park land per one thousand (1,000) residents. The update plan showed a demand for 33.75 acres by the year 2000, based on a projected population of nine thousand (9,000).

— Many of the projects identified in earlier plans were completed, adding significant acreage to the city parks. Yet as the city grows and the population diversifies, parks and recreation needs are changing. This update is intended to revisit the needs of the population and consider future parks and recreation needs through the year 2025. A recent parks and recreation survey indicated a need for additional park property north of State Route 20 to accommodate residential developments. In addition. The survey indicated a need for non-motorized trails that connect parks and open spaces with regional facilities. Sedro-Woolley's population is expected to

reach fifteen thousand (15,000) by the year 2025. Based on the results of the parks and recreation survey, additional park acreage in the amount of approximately one hundred (100) acres is needed to accommodate the 2025 projected population.

EXISTING PARKS LOCATION AND INVENTORY OF USES

There are four types of recreational lands that serve residents of Sedro-Woolley: city-owned parks; regional recreational facilities – both public and private; recreational facilities owned by the school district; and lands owned by homeowner associations. An inventory of the existing recreational lands, listed by category, is included below. Not all the properties are developed as parks or play areas, and some are not intended to be developed. Areas set aside for open space and critical areas contribute to the aesthetic appeal of the community are valuable lands for passive recreation and wildlife habitat.

CITY OWNED PARKS

The City of Sedro-Woolley owns and maintains approximately 101 acres of park properties. Within city parks system (parkland owned by the city) there are five classifications of park: neighborhood, community, regional, open space and trails.

- Neighborhood parks are smaller areas meant to accommodate the residents in the immediate vicinity. Amenities are limited and include playgrounds, picnic areas and other amenities expected in a small park.
- Community parks generally are larger and serve the needs of the greater Sedro-Woolley community. Picnic shelters, playgrounds, ball fields and restrooms are typical to these parks.
- Regional parks serve areas beyond city limits and include amenities that attract users from the region and beyond such as a sports field complex suitable for large tournaments, camping, trails, playgrounds, restrooms and picnic shelters.
- Open space parks are areas for passive recreation and have limited, if any amenities.

Typical amenities are limited to trails, viewing areas and maybe a small parking area.

- There are several trail segments throughout the city, and it is a goal to connect those trails and extend new trails into areas of the city that are underserved by trails. Not all the property over which trails pass are owned by the city. Many of the trails that are open to the public exist within easements that allow public access. Some trails consist of little more than a graded path, signage and maybe some security fencing, while others are paved within the city street right-of-way, but separated from the road. The city has included paved paths as part of major road improvement projects when room is available. Figure P-2 shows the adopted Sedro-Woolley Bikes and Trails map.

Neighborhood Parks

1. **Hammer Heritage Square** is approximately 0.20 acres located in downtown Sedro-Woolley at the corner of Metcalf and Ferry Streets. The square features a gazebo, restrooms and a clock tower to attract visitors to downtown. With seating, a landscaped water fountain, and a mural, the square is the centerpiece of downtown Sedro-Woolley.

2. **Metcalf Street Mall** is an improved alleyway owned by the city. In 1956, the Sedro-Woolley Jaycees improved the small mall area with landscaping, setting bricks, etc. Additional improvements by the Garden Club occurred some years ago. The mall is located in the alleyway south of Woodworth Street running directly west from Metcalf Street. Since the mall is located in the center of the business district, its primary use comes from downtowners. Equipped with benches, it serves as a convenient rest stop and walkway for shoppers and pedestrians alike.

3. **Lions' Roadside Park** is comprised of approximately .25 acres of land. Part of the property is in the right-of-way of Moore Street. The remaining portion was donated to the city by the Lions Club. It was also improved by the Lions Club. The park is located in the northern portion of the city, directly north of the Moore and Haines Street intersection. Although small in size, it borders on Highway 20, making an excellent rest stop or picnicking area for passersby. The park is moderately to heavily used during the summer, both on weekdays and weekends. The majority of users are visitors driving through on Highway 20.

4. **Park Cottages Park Area** is approximately three-tenths of an acre of land on the west side of Brickyard Creek, due west of the Park Cottage Place. The park property is undeveloped, and is well vegetated with native plants and offers a good example of a healthy stream ecosystem. There is no road access to the property there are no future development plans for the land.

5. **Fire Station 2 Park** is approximately one acre of land adjacent to the north side of the fire station located on North Township Street. The park property is undeveloped, and is encumbered by overhead power lines. Brickyard Creek lies directly west of the site. The creek and the steep ravine in which it flows are located on private land. The ravine is well vegetated with native plants and offers a good example of a healthy stream ecosystem. Likely future development of the site includes interpretive signage along the city owned portion of the creek buffer, trails and open grassy fields.

6. **Harry Osborne Park** consisting of 1.5 acres is located right off Highway 20 at the northwesterly entrance to Sedro-Woolley (intersection of Borseth and Ferry Streets). This property is leased by the city of Sedro-Woolley from Burlington Northern. The Scott Paper Company donated the locomotive on the property; the large cross-section of log is dated at eight hundred forty-six (846) years. Along with picnic tables and a convenient

location to town, Big Log Park serves as a summer lunch spot for many downtowners. Also with its unique features, it attracts a large number of visitors all year round, traveling on Highway 20. Park use is seen to be moderate to heavy during the summer months.

7. **Bassett Road property** is a former landfill on the north end of the city owned by the Sedro-Woolley. The park has not been developed. Access to the 11.2 acres of future park will be primarily from Bassett Road, but a trail easement from Long-time Lane will provide pedestrian access to the southern portion of the land.

Community Parks

8. **Bark Park.** The City opened a fenced off-leash dog park on former FEMA floodway property in 2009. The one-acre off-leash park also has a small parking lot.

9. **Bingham Park** is located in the northwest portion of the city. Bounded by Western, Munro, Washington, and Borseth Streets, the park lies on approximately 2.6 acres of land. Equipped with an enclosed picnic area, tables, benches and covered barbecue pit, the park provides an excellent location for picnicking. Other features include playground equipment located adjacent to the picnic area, a stone fireplace built by the Women's Club and rest rooms. The trees scattered throughout the park offer a pleasant environment for its users. The park is heavily used during the summer months, usually with the peak traffic occurring on weekends. User groups consist of families traveling on Highway 20 and a roughly proportional number of local families. Bordering on Highway 20 as it does, Bingham Park offers a convenient stop for the traveler as well as being centrally located for Sedro-Woolley residents. Because of its location on Highway 20, many users said the park can be noisy and somewhat dangerous for small children playing. A type of separation is needed between the park and Highway 20 to encourage better use of the park. In addition, there

is no direct access from Highway 20, but with future planned transportation improvements in this area, access from Cook Road and F&S Grade Road will be improved.

10. Western Addition to Bingham Park (Tesarik Park). This park consists of twenty (20) acres and is located directly west and southwest of the existing Bingham Park. The property consists of highway right-of-way belonging to the State Department of Transportation. Cook Road, running east and west, divides the site into two lots: the southerly site is the location of a baseball field. The primary use of this park is for baseball and picnicking.

11. City Ball Park located on 2.2 acres is in the northern portion of the city between Metcalf and Murdock Streets; ~~the lot directly south of the Ball Park is the location of the City Ball Park is just north of City Hall and the fire and police station.~~ With the grandstand, rest rooms, two dugouts, practice pitch area and ball field, City Ball Park provides an ideal location for baseball games, both for players and spectators. Although there is no parking on the site, the four streets bordering the park provide a large number of parking spaces. During the summer months, it is used to capacity for organized recreation. ~~Also during the week of July 4th, an annual carnival is held on the ball field grounds.~~ There currently exists a need to replace and renovate various facilities in the park. The Sedro-Woolley school district regularly uses the Ball Park for baseball practice and games, somewhat limiting its use by the general public. The newest addition to the ball park includes a skate park in the southeastern portion of the parcel. Because the park is located near the downtown business core and adjacent to City Hall, the park has potential to be a central gathering place for the community. Future redevelopment to provide amenities to encourage year-round use of the park and to accommodate a wider range of uses should be explored.

12. Memorial Park located on three acres of land is found in the central eastern portion of the city, between Ball and Central Streets. The library, community center, and senior citizen center are located on this site. It also is equipped with playground equipment, rest rooms, benches, an outdoor kitchen area and barbecue pit. A great deal of community pride is attributed to this park since many of the features were provided through the efforts of community organizations. The park is used heavily during the summer months with peak use occurring on weekends. The majority of users consist of local families and clubs. Parking is plentiful with a seventy-three (73) space lot. However, all the developments on the park property restrict the amount of open space available.

13. Fruitdale Road Ball Field on west side of Fruitdale Road, just east of the cemetery and north of Marlene Way is approximately 5.35 acres of city-owned land used currently as a sports practice field. This property is reserved for future expansion of the adjacent cemetery. Use as a ball field is temporary until the space is needed for cemetery expansion.

Regional Parks

14. Riverfront Park on the Skagit River consists of ~~1720.5 acres, including 3 acres added to the northwest corner of the park in 2008.~~ The park has a boat launch with ample parking area, together with twenty-seven (27) RV and five tent sites. The site is equipped with rest rooms. Recreation facilities include baseball, basketball, volleyball, horseshoes, and a children's play area. Other facilities include a covered amphitheater, three covered shelters, two of which include covered cabanas (two) sinks, power, barbecue pits and picnic tables. The site is attractively landscaped and includes a rose garden. Also during the week of July 4th, an annual carnival is held on the park grounds.

Open Space Parklands

15. Sauk Mountain View Estates Open Space dedicated as part of the Sauk Mountain View Estates development located in the northeastern portion of the city off of Fruitdale-Portobello Road. The area is under the BPA power lines and contains approximately three acres of open space area. The developers also dedicated a public trail system to connect the open space with other developed areas. This site will be used primarily for passive recreation.

16. FEMA Floodway Property as part of the FEMA program to purchase floodplain property, the city acquired approximately ~~twelve~~-eleven (1211) acres adjacent to the Little League ball fields and north of Riverfront Park. ~~The city has not yet determined what this property will be used for future-~~ Future development of the site may include open space areas and ball fields, salmon enhancement and restoration, and pedestrian trails to connect Riverfront Park with neighboring residential areas. The terms of acquiring the property limit the placement of structures on the property.

17. River Road Property is approximately 36 acres located immediately to the south of city limits, north of River Road and west of Township Street. The property is within the Skagit River floodplain, but uses thereon are not restricted as the FEMA Floodway property is restricted. Future uses may include ball fields and other uses appropriate for an area that is subject to seasonal river flooding.

Summary of Existing Park Acreage

Facility Name	Acres
1. Hammer Heritage Square	0.20
2. Metcalf Street Mall	0.25
3. Lions Roadside Park	0.25
4. Park Cottages Park	0.29
5. Fire Station 2 Park	1.00
6. Harry Osborne Park	1.50
7. Bassett Road Property	11.20
8. Bark Park	1.00

Facility Name	Acres
9. Bingham Park	2.60
10. Bingham Park Western Addition	2.00
11. City Ball Park	2.20
12. Memorial Park	3.00
13. Fruitdale ball field	5.35
14. Riverfront Park	1720.5
15. Sauk Mountain View Estates Open Space	3.00
16. FEMA Property	11.00
17. River Road Property	36.00
Total	44.54 <u>101.34</u> acres

Trails

1. The Fruitdale / McGarigle Road path system is a paved, off-road path within the city right-of-way along Fruitdale road from State Route 20 to McGarigle Road, then westward parallel to McGarigle Road to State Route 9. The path connects to the Cascade Trail at S.R. 20, and connects to the path system within Northern State Recreation area. Long term public works plans are to continue the path westward within the John Liner Road right-of-way.

2. Moore Street (State Route 20) path runs from the railroad trestle eastward to Township Street (State Route 9). This path is also a paved path within the city right-of-way along Moore Street, but separated from the road by a planting strip. This path creates a vital cross-town pedestrian and bicycle corridor that enables alternate forms of transportation to the goods and services located along State Route 20 and in the Central Business District.

3. Sauk Mountain View Estates trails lay on the eastern and western portions of the Sauk Mountain View Estates residential development. Some portions of the trail corridor are owned by the city, while other sections are owned by the home-owners association, but public access is allowed. These

trails explore the creek ravine on the east side and run along the hillside on the west. As further development occurs in the area, these trails will be able to connect to future trails to create a unique and extensive trail system. This system may also connect to the walking trail envisioned under the power lines running from Bassett Road to the intersection of Fruitdale Road and State Route 20 (see Proposed Capital Projects in the Action Program – section 6.24)

SURROUNDING RECREATIONAL FACILITIES, PUBLIC AND PRIVATE

The following is an inventory list of private recreation areas and public access points surrounding Sedro-Woolley. There are currently no county, state, or federal parks within ten (10) miles. There are two County-run parks in the immediate area: Northern State Recreation Area and, except for the county operated beach at Clear Lake.

1. Little League Field, located on River Road south of Sedro-Woolley near Riverfront Park, consists of three acres equipped with two baseball diamonds, benches, and roadside parking. The fields are owned by Public Utility District #1 and are sponsored by the local Kiwanis Club.

2. Sedro-Woolley Rodeo Grounds, located one-half mile east of Sedro-Woolley, consist of five acres equipped with rest rooms, benches, parking, riding arena, and holding pens.

3. Wildcat Steelhead Club, located one mile southeast of Sedro-Woolley. This is a small private park which includes picnic facilities and a boat launch.

4. Gateway Golf Course, a nine-hole golf course, located at 837 Fruitdale Road, Sedro-Woolley, consists of sixty-five (65) acres equipped with picnic areas, rest rooms, and putting course.

5. State Game Department Public Access Site, located one-half mile from Sedro-Woolley off River Road. This is directly adjacent to the Riverfront Park site. The site is equipped with a boat launch and rest rooms.

6. Northern State Recreation Area (NSRA) is a Skagit County Park adjacent to the eastern edge of the city. NSRA has a diverse range of natural, cultural and topographical features. There are significant wetlands on site as well as large areas of dry meadow and forested uplands. Hansen Creek, a significant salmon stream recently subject of a tremendously ambitious restoration project, flows through the site. Prior to closing in the 1970's, NSRA was the working farm associated with the Northern State Hospital. The 726 acre park includes several miles of walking trails, an 18-hole disc golf course, a small parking area and excellent opportunities for wildlife observation.

School-Owned Recreational Facilities

1. Sedro-Woolley High School located on the corner of 3rd and Nelson Streets. Facilities include four tennis courts, a grass field used for football, track and field, and a cinder surface track running around the borders of the field. Indoor facilities consist of a double gymnasium used primarily for school activities.

2. Cascade Middle School located on Township Street. Facilities include a grass field used for soccer, little league, and football. Indoor facilities consist of a gymnasium. Upgrades to the school facilities, including the gymnasium and outdoor ball fields and playground, is anticipated after 2012.

3. Evergreen Grade School located on McGarigle Road directly east of Township Street. Facilities consist of a play area with a variety of playground equipment, including swings, climbing bars, and slides.

4. Mary Purcell School located on the corner of 7th and Bennett Streets. Facilities include a

paved playground with swings, seesaws, monkey bars, and a May pole. Also, two climbing structures with combinations of walkways and slides, made of wood and tires, are located in a variety of playground equipment. There is a grassy area adjacent to the paved playground.

5. Central School located on the corner of Talcott and 6th Streets, across the street from Central Tennis Courts. Facilities include two small ball fields and two sets of swings playground equipment.

6. Central Tennis Courts are leased from the Sedro Woolley school district. They are located across from Central School on the corner of Talcott and Sixth Streets. Their southeast location from the central business district offers the local resident a convenient spot for playing tennis.

7. Empty field adjacent to the Central Tennis Courts. This 90 acre is owned by the school district and used as a play field.

87. Cook Road Playfields, known as the Janicki Ballfields, located on seventeen nineteen (1719) acres southwest of the intersection of Cook and Prospect Roads which includes four sixty (60) foot Little League fields, two ninety (90) foot ballfields and three full size soccer fields. The School District also owns several acres east of the ball fields that are currently undeveloped grassy fields. The District plans to use this area for future school buildings.

(Ord. 1524-05 § 4 (Exh. D)(part))

Homeowner Association Owned Private Park Facilities and Open Spaces

Newer housing subdivisions are required to provide recreation areas and open spaces within the subdivision for the benefit of the new residents. Owned and maintained by the homeowners association, these recreation areas and open spaces are typically smaller than standard city parks, but provide conveniently located recreational opportunities for residents of the subdivision. Newer residential

subdivisions may also contain property set aside as critical areas, such as wetland and stream buffers or land with steep slopes. Homeowners associations are responsible for maintaining and protecting these critical areas. Critical areas can provide limited passive recreation, such as paths and seating areas.

1. Klinger Estates - 1.3 acres of open space, roughly 8,000 of which contains play areas/equipment
2. Fidalgo Commons - 27,800 square feet of play area and 17,800 square feet of open space.
3. Spring Meadows - 8,500 square feet of play area and 3 acres of critical areas
4. Sapp Place - 900 square feet play area
5. Brickyard Meadows - 7,000 square feet of play area and 1.87 acres of critical areas
6. Sauk Mountain View Estates - 3,500 play area, 3.2 acres of open space and 10 acres critical areas
7. Park Cottages - 4,000 square feet play area and 1.95 acres critical areas

6.12

PROJECTED POPULATION/LAND USE/PARK PROVISION WITHIN THE CITY AND ITS URBAN GROWTH AREA

The land use element of the city's comprehensive plan seeks to ensure that most urban activities occur in a concentrated downtown business core surrounded by relatively dense urban residential land use, but still allows for smaller open space and play areas. Lower residential densities and more open space are typical in peripheral areas near the defined Urban Growth Boundary (UGB). Skagit River flood hazards are addressed by designating the flood-prone southern portion of the city's urban growth area (UGA) as open space. Figure LU-2 shows this one hundred (100) year flood plain.

The Growth Management Act (GMA) requires municipal jurisdictions to prepare comprehensive plans that account for the long term effects of growth and development. A strategy must be developed so that the cost to maintain a desirable level of service for urban infrastructure is shared equitably among residents. It is the land use element that defines such a strategy and guides the development of all subsequent comprehensive plan elements, such as this parks element. The land use element lists the amount of acreage each of the land use designations in Sedro-Woolley, based on a 2005 Land Capacity Analysis. According to that 2005 study, there were 2,130 acres – approximately 3.7 square miles – of land within city limits. Since this time, the city has annexed 104.36 acres. Properties zoned as Public or Open Space are typically used for parks and recreation purposes.

Lands zoned Public are intended primarily for public use and include parks, schools, government facilities, cemeteries and the Northern State Campus. Not all properties zoned as such are owned by the City, much of this zone is owned by the state, county or Sedro-Woolley School District.

Lands zoned Open Space are intended for preserving open spaces and protecting critical areas, such as flood-prone lands and wetlands. There are 9.5 acres of property zoned Open Space within the city limits, plus another 7 acres in the UGA, for a total of 16 acres. The City owns approximately 36 acres of land (referred to as River Road Property in section 6.08), which is currently used as a hay field. This property lies south of city limits and outside the current UGA boundary, east of Third Street, west of Township Street and north of River Road. The property is in the 100 year floodplain, so development potential on the land is limited. Seasonal use as ball fields may be possible, as is use of the area for stormwater utility purposes. The property is not in the urban growth area, however, the city should seek to have the property designated as part of its UGA so it may be annexed in the future. The City will likely designate this property as Open Space in the Comprehensive Plan should it be included in the UGA. The open space designation covers four hundred thirty nine (439) acres.

The public use designation includes the Northern State Campus, schools, government facilities, and parks and covers seven hundred eighty three (783) acres.

The current city limits includes approximately two thousand one hundred thirty (2,130) acres and approximately 3.7 square miles.

Extension of the city limits to the southern fringe of the city UGA at the Skagit River would require the city to incorporate the river shoreline into its Shoreline Management Area, making it subject to the rules and guidelines developed in the city's Shoreline Management Plan (with the city having adopted the county's Shoreline Management Plan). Inclusion of Skagit River frontage in the city's Shoreline Master Plan will provide the city with an opportunity to address further access to the river frontage in a comprehensive manner within the regulatory framework of the State Shoreline Man-

agement Act and within state and federal grant programs that give priority to waterfront recreation and public access.

As property in the urban growth area is annexed into the city limits, new development proposals will be reviewed for compliance with the goals of the city's comprehensive plan.

~~—The Growth Management Act requires that the transportation facilities necessary to support the land use element be in place within six years of the new development. This is defined as “concurrency.” Public facilities other than transportation can, at a city’s option, be held to a concurrency standard. The city of Sedro Woolley in Land Use Policy LU3.2 has explicitly added transportation to its concurrency requirements; parks are not addressed by being highlighted in this manner. However, the land use element does adhere to the GMA mandate in requiring a short term (six years) and long term (twenty (20) years) parks strategy. Further, Land Use Policy LU3.5 states that the city is to “ensure that new development bears its fair share of the cost of associated increases in required capital facilities and service.” Finally, to the extent that parks are an essential element of community character, Land Use Policy LU5.2’s purpose is to “resist growth pressures which could have a negative impact on community values” will apply.~~

~~(Ord. 1524-05 § 4 (Exh. D)(part))~~

GOALS AND POLICIES

Parks and Open Space

Citizens support the development of small, new neighborhood parks, as well as open green space. New residential developments are encouraged to preserve open green areas for the public. The old Burlington Northern Railroad line connecting Sedro-Woolley with Burlington provides a recreation path for bicyclists and pedestrians to use instead of the highway. This trail connects Burlington and Sedro-Woolley with the upriver communities of Lyman, Hamilton, and Concrete. Trails are also available around Riverfront Park. Bicycle and pedestrian paths connect parks to recreation facilities.

Recreational Facilities

The public promotes maintenance and expansion of the city's existing recreation facilities. They also encourage the development of other facilities, particularly for the benefit of local youth. When not in school, teenagers have activities that keep them from loitering on street corners. These older students, as well as grade-school children, have places to go for entertainment and recreation that are close to home and school. A community center that houses an indoor recreation area, swimming pool, and organized programs benefits both the town's youth and its adults. A movie theater and game center allowing people under twenty-one to visit is located downtown.

Vision Statement

The ~~park element~~ Parks and Recreation Element surveys and analyzes the existing park system and potential improvements, assesses the needs of the community through public involvement, and develops an action program consisting of policies and a capital facilities plan. The parks goals and policies

of the original plan remain applicable and appropriate today:

1. Develop adequate park facilities to provide a broad range of recreational activities.
2. Provide sufficient park and recreational facilities to meet future demand.
3. Provide a park system which is efficient to administer and maintain.
4. Provide a park system which complements Sedro-Woolley's natural and cultural beauty and uniqueness.

~~The city's community action plan dated June 2001 includes a~~ Through public outreach and surveys, the city has compiled the following vision of parks and recreation in Sedro-Woolley:

"We envision Sedro-Woolley as a 'visitor-friendly' and 'kid-friendly' community with a consistent emphasis on maintaining parks and implementation of recreational programs. We envision that organized, focused, parks & recreation activities will significantly contribute to economic development and economic growth in our community."

~~The land use element for the Sedro-Woolley comprehensive plan does elaborate significantly on these goals and policies in several significant ways:~~

—(1)—Sedro-Woolley has prepared its vision statement in the form of a narrative that describes how it will appear twenty years from now. This narrative reflects the concern of citizens for maintaining the "small town" character of this place.

Goals and Policies

The vision statement informs the city's current goals and policies. The following is the list of the City of Sedro-Woolley's current Goals and Policies to guide future land use decisions and code revisions that affect park and recreation uses.

Goal P1: To provide sufficient park and recreation facilities to meet current and future demands

Policy P1.1: Pursue joint ventures with Skagit County, other jurisdictions, and public/private opportunities in order to obtain access to a greater variety of recreational facilities than the city could provide on its own.

Policy P1.2: Revise the park dedication requirements in the subdivision ordinance to allow for “pocket parks” less than two acres in area.

Policy P1.3: Establish a network of bicycle and pedestrian trails, which are coordinated with Skagit County in order to provide linkages to existing and proposed regional parks, open spaces and trail systems.

Policy P1.4: Develop a bicycle route in existing neighborhoods that uses existing, low traffic roads, having its focus points being area schools, civic centers, the central business district and proposed and existing parks, which will include bicycle racks, signage and striping to signify the route.

Policy P1.5: Include existing and proposed bicycle and pedestrian trails on the city’s six-year Transportation Improvement Program for non-motorized travel, including a pedestrian overpass to connect the northern and southern portions of the city, which is currently split by Highway 20.

Policy P1.6: Work with the school district and other organizations to construct and maintain facilities, such as restrooms, by means of a joint use agreement, for the use of public and private parks and open spaces.

Policy P1.7: Identify zones which generally indicate where it is appropriate for future parks to be located as new development occurs.

Policy P1.8: Work with the parks department to develop ways to acquire new land for future parks.

Policy P1.9: Limit the placement of buildings on park land whose use is unrelated to the park’s purpose. If land is to be taken for the purpose of buildings, it must be replaced with new parkland. The intent of this policy is to ensure “no-net-loss” of useable park property.

Policy P1.10: Develop parks that are designed to be multi-functional, conserve resources and add value to the adjacent community.

Policy P1.11: Develop parks that are suited for multi-generational users, from toddlers to seniors, and all ages in-between.

Policy P1.12: Construct indoor/covered sports courts for year-round use.

Policy P1.13: Coordinate with local service organizations in the development and improvement of city parks facilities.

Goal P2: To provide a variety of leisure environments and experiences that are efficient to administer and maintain

Policy P2.1 Increase the amount of natural areas to be preserved within Sedro-Woolley’s developed urban area, especially along shorelines, steep hillsides, wetlands and stream corridors.

Policy P2.2: Develop a mixture of active and passive recreational areas in order to accommodate the desires and lifestyles of Sedro-Woolley’s residents.

Policy P2.3: Work with the parks department to better screen parks that are adjacent to major arterials, by way of landscaping and fencing to ensure pedestrian safety and to minimize noise from traffic.

Goal P3: To provide recreation programming and activities

Policy P3.1: To encourage community involvement in the cities artistic and architectural heritage, the city should participate in organized art walks to city art installations, significant buildings, murals and private art galleries. Work together with the local businesses to foster an arts community in the Central Business District.

Policy P3.2: Develop indoor programs which provide for community activities and athletic uses on a year-round basis, concentrating on the recreational needs of Sedro-Woolley's youth.

Goal P4: To provide a park system that complements Sedro-Woolley's natural and cultural heritage and character

Policy P4.1: Investigate with the Upper Skagit Tribe the possibility of building a long house along the Skagit River, which could be used by the Tribe for ceremonial events, and by the city as a center for cultural exchange.

Policy P4.2: Acquire areas of environmental significance for preservation and limited, sensitive development of educational and interpretive facilities.

Policy P4.3: Pursue the development of a logging display in coordination with the Museum's logging display, where people can learn and participate in historic logging practices, and show how the logging industry has changed and will continue to change in the future.

Policy P4.4: Develop a working display at Riverfront Park on the life cycle and habitat requirements of the salmon in order to inform the public of the importance and vulnerability of this endangered species.

Policy P4.5: Work with citizen task force to develop a Railroad Park and trolley line on the east-west track that runs through the central business district.

Policy P4.6: Develop parks that are designed to educate and commemorate Sedro-Woolley's heritage by way of statues, plaques, benches, etc.

Policy P4.7: Continue to work with local artists to install art – sculptures, murals, etc. – in public places, including city owned properties downtown, the community center, the senior center, the library, and city parks.

Policy P4.8: The use of artistic detailing in public works items such as bike racks, sidewalk paving, tree grates, bollards, sidewalk crossings, etc. should be encouraged.

(Ord. 1524-05 § 4 (Exh. D)(part))

~~—(2) The following are the goals from the Act (shown in italics) below which are listed the policies from the Sedro-Woolley comprehensive plan that support and/or are consistent with these goals.~~

Open Space and Recreation

~~—Encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks.~~

Goal GMA9: Provide open space and recreation opportunities to community residents.

Public Facilities and Services

~~—Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.~~

~~Goal GMA 12: Assure capacity for new developments through a capital facilities plan.~~

~~(Ord. 1524-05 § 4 (Exh. D)(part))~~

**LINKAGES TO COUNTY PARKS
PLANNING AND TO URBAN GROWTH
AREA INTERLOCAL AGREEMENTS
WITH SKAGIT COUNTY**

In 2009 Skagit County adopted a state-mandated plan to coordinate and plan for linkages between the Urban Growth Areas (UGAs). The UGA Open Space Concept Plan identifies and prioritizes open space corridors and greenbelts within and between County's UGAs that include lands useful for recreation, wildlife habitat, trails, and connection of critical areas. The plan identifies priority areas within the county to be considered for a strictly voluntary open space preservation program. The Skagit County UGA Open Space Plan does not create a regulatory land use designation or allow public access by default. Nor does the Plan mandate that identified areas be regulated or protected.

The plan, along with the Sedro-Woolley Parks and Recreation Element, the Skagit County Comprehensive Park and Recreation plan and the Skagit County Planning Policies related to UGA development give guidance for how new growth and open space needs will be coordinated in the fringes of the city. The plans also help the region's parks program providers work cooperatively to meet the regional parks and recreation need.

The Skagit County Comprehensive Park and Recreation 2004 highlights the opportunity to utilize the uplands adjacent to the Skagit River for open space, conservation and recreational uses. This is consistent with the approach taken in the land use element of the city comprehensive plan.

**County Recreation Sites and Facilities in the
Vicinity of the City of Sedro-Woolley**

Site	Acres	Activity/ Facilities
Clear Lake Park	1.00	grills, bathhouse, basketball hoops, lake frontage, picnicking, playground, rest rooms, sand volleyball courts (2), docks (3), water slides (2)
Undeveloped/ Partially Developed Park Sites and Trails:		
Hansen Creek	3.00	Hansen Creek frontage, undeveloped
Northern State	726.00	grazed, some wooded areas, existing buildings (in use) and unused outbuildings, wetlands, Hansen Creek frontage

<i>Centennial Trail</i>	<i>Bicycling/ Walking</i>	<i>9.2 miles</i>
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The Centennial Trail is a regional trail system intended to eventually connect Snohomish and Whatcom County. Unlike the Cascade Trail, which is in a rails-to-trails conservancy as per federal legislation, this property has been purchased outright. The existing trail segment is approximately one-half mile long starting from south Lake McMurray off State Route 9. The trail ends at the Snohomish County line. In all, the trail system is contained within 22.04 acres of country parkland.

<i>Cascade Trail</i>	<i>Multi-Use</i>	<i>9.2 miles</i>
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This rails to trails conservancy project is 22.5 miles of multi-use trail that parallels the scenic State Route 20 corridor, connecting Sedro-Woolley and Concrete. Hiking, biking, and equestrian use are permitted on the path. No motorized vehicles are allowed. The trail is open year round and in places, meanders along the Skagit River. Viewpoints along the way provide for wildlife viewing opportunities. Trail amenities include portable toilets at trailheads and benches along the trail. The trail encompasses two hundred eighty (280) acres of land.

<i>Burlington to Sedro-Woolley Trail</i>	<i>Multi-Use</i>	<i>3 miles</i>
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This linear trail divides Highway 20 and the Burlington Northern Railway and provides for recreational and non-motorized transportation.

Figure P-2 illustrates the adopted Sedro-Woolley Bikes and Trails map.

<i>Northern State Recreation Area</i>	<i>726 acres</i>
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Skagit County acquired the seven hundred twenty-six (726) acre Northern State Recreation Area northeast of Sedro-Woolley, in 1990 from the State of Washington. In 2000, a Master Plan workshop lasting three days was conducted on the site to generate ideas and focus energy on a few specific improvements. A Master Plan was created from that meeting. Much of the development will depend on private funding. The facility will include trails, ball fields, play areas, campgrounds, equestrian center, and environmental education and interpretation sites. Natural resources on the site include Hansen Creek with associated wetlands and tributaries and Red Creek. Over five hundred (500) acres of the site will remain undeveloped to support the wildlife populations. The park will showcase the natural,

historical, and cultural character of the region while incorporating accessibility and sustainability. An extensive trail network will provide access to much of the property for a range of interests and physical ability levels. The site will address the education themes of Salmon Habitat Restoration, the Northern State Hospital Farm, Natural Habitats & Biodiversity, and Native American Continuity. ~~Hansen Creek restoration was developed~~An ambitious restoration project on Hansen Creek, including removal of field grasses, reconstruction of the stream bed structure to restore the natural alluvial plain, installation of large woody debris in the stream and planting acres of native plants to decrease flooding and improve fish habitat was completed in 2010. These themes will be presented in the Education Center, as well as along the trail system. Camping facilities will include a forty (40) acre site with one hundred (100) camping sites with various designs, including yurts for year-round camping, RV sites and group camping sites.

(Ord. 1524-05 § 4 (Exh. D)(part))

ACTION PROGRAM

This action program is designed to accomplish the parks and recreation goals and policies set forth in the previous section as set out in the land use element of the city comprehensive plan. The action program consists of policies specifically addressing parks provision within the city and its urban growth area, development standards, recommended capital facilities, and financing strategies.

Small cities such as Sedro-Woolley are often surrounded by open space in agricultural and forestry uses and have the community's needs for "regional parks" addressed by national, state, and county parks. In addition, larger backyards and school grounds can fulfill many of the traditional neighborhood park functions. However, the Growth Management Act's policies of containing sprawl and promoting urban infill will increase demand for park and recreation opportunities in cities and their urban growth areas.

Many cities are addressing this situation in their development regulations and impact fee schedules adopted pursuant to the Growth Management Act. A complementary or alternative approach to park land dedication requirements is to utilize the impact fee provisions of 82.02.050-090 of the Growth Management Act.

Park impact fees have been collected at the rate of two hundred fifty dollars (\$250.00) per unit pursuant to the State. Sedro-Woolley does collect park impact fees on new residential development in accordance with the rules set forth in the Growth Management Act. Appendix A of the Parks and Recreation Element contains an up to date impact fee calculation that shows the anticipated costs of providing the city's desired level of service (LOS) for its parks system. The City Council sets the actual amount charged per unit based on the findings of the parks impact fee calculation and the goals

and policies found in this element of the Comprehensive Plan.

In addition, as part of a development proposal, an applicant may dedicate park land for areas where additional parks are needed pursuant to the parks capital facilities plan.

Both approaches must follow the basic constitutional and statutory requirements of completing a comprehensive plan together with a capital facilities element that identifies:

- (a) Deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time;
- (b) Additional demands placed on existing public facilities by new development; and
- (c) Additional public facility improvements required to serve new development.

Park and Recreation Provision Policies

- (1) New residential development shall pay its own way, in accordance with park standards established in the city's parks plan, either through a park land dedication requirement or a park impact fee.
- (2) The city should seek to develop and operate park and recreation facilities through cooperative arrangements with the Sedro-Woolley school district, Skagit County, and other public and private groups and agencies.
- (3) The city should continue to look to Skagit County for recreation programming until the city establishes a Parks and Recreation Director position and should work cooperatively with the county thereafter.
- (4) The city should cooperate with the rest of the county in meeting the need for major indoor recreational facilities through construction of

multi-use facilities, such as that proposed at the Skagit Exposition and Recreation Center at Northern State.

- (5) The city should cooperate with the rest of the county in meeting the need for trails through development and implementation of a county-wide non-motorized plan.
- (6) The city shall establish its parks development standards and program in such a way as to ensure that there is a balance of larger, regional parks along with smaller, neighborhood parks.
- (7) The city shall approve future development regulations to ensure that:
 - (a) Adequate open space buffers and landscaping are provided in new development.
 - (b) Clustering new development and maximizing open space is one option that is considered.
 - (c) Homeowners Associations are formed to manage common open space and recreational areas that are not needed as part of the city's parks program.
 - (d) Park design minimizes maintenance and operations costs.
 - (e) Subdivisions that continue Sedro-Woolley's traditional neighborhood design are encouraged.
- (8) Any city subdivision code requirements for park land dedication shall be extended to new multi-family and mobile home development and any in lieu payment shall be adjusted annually to reflect land price increases within the city of Sedro-Woolley as identified by the county assessor.
- (9) The city should work to secure Skagit County's agreement that city park standards and development regulations, and not those of Skagit County, will apply in the city's urban growth area.
- (10) The city should accept the proposal set out in the county parks plan that the county lend its resources to those of the city in securing potential park property within the city's urban growth area.
- (11) The city should work with the county to develop a fifteen (15) to thirty (30) acre Community Park at Northern State under the joint auspices of Skagit County and the city of Sedro-Woolley.
- (12) The annual city budget should provide adequate funding for maintenance of city parks after ensuring that all user groups pay their fair share and volunteer efforts are maximized.
- (13) As far as practicable, the city should seek to minimize its park development costs by working with service organizations, user groups, and volunteers.
- (14) This plan should be updated as necessary to meet changing conditions and to ensure that the goals and policies of the city comprehensive plan are met.
- (15) The city should work to increase the availability of RV parking space and facilities for residents and visitors to Sedro-Woolley. A downtown RV camp site would bring additional visitors and foot traffic to the commercial core of the city.
- (16) The city should work to construct a municipal pool, including exercise facilities, day care, and meeting rooms.

- (17) The city should implement a dynamic city-wide recreational program with sufficient staff for the parks and recreation department.
- (18) The city should consider the development of a performing arts center.
- (19) The city will maintain and improve the skateboard park by providing new equipment to meet the needs of youths in the city.
- (21) The city should work to develop a splash park, or interactive water fountain in which children may play.
- (22) The city should pursue opportunities to construct a small, uncovered, outdoor amphitheater for children's productions and other small-scale performances, using a hill or man-made berm for seating.
- (23) Unopened right-of-ways should be examined as potential parks.
- (24) Creek Corridors, power easement corridors and abandoned railway corridors shall be examined as potential parks and trails.
- (25) Harry Osborne Park may be expanded for parks and visitor information services.
- (26) Bicycle and pedestrian trails and paths should be separated from driving lanes by landscape strips or other means to provide more pedestrian-friendly experience for travelers using non-motorized transportation. Such separation on State Routes 9 & 20 is especially desired.
- (27) A new location for a baseball field appropriately sized for Babe Ruth league baseball games shall be sought and developed.

Development Standards

Figure P-1 illustrates the areas within the city where ~~additional~~ parks and recreational facilities are ~~needed~~ located. The figure allows one to see where additional park lands and trails are necessary to accommodate the 2025 projected population. ~~The figure shows approximately eighty-five (85) new acres of park property. This would necessitate increasing the park impact fee from two hundred fifty dollars (\$250.00) per unit to one thousand nine hundred fifty-four dollars (\$1,954.00) per unit.~~

The city has set a level of service (LOS) for parks and trails through 2025. The LOS is based on existing parks infrastructure and public input concerning the desired amount of parks in the city. The LOS is less than, but comparable to, the LOS set by other cities in the region. A full analysis of the existing parks LOS, the proposed parks LOS and the projected costs per new unit of development through 2025 are included in Appendix A to the Parks and Recreation Element. Below is a summary of the desired parks LOS for 2025 as determined through the Planning Commission's public hearing process:

Neighborhood, community and regional parks – Ten (10) acres of neighborhood, community and regional park (total, not each park type) per 1,000 residents in 2025.

Open space – Five (5) acres of open space park per 1,000 residents is recommended as the LOS for 2025.

Trails – 1 mile of trail (separated from roadways) per 1,000 residents in 2025. This includes both trails on public lands and trails on private land where an easement is in place to allow public trail access.

Appendix A of the Parks and Recreation Element contains an up to date impact fee calculation that shows the anticipated costs of providing the city's desired LOS for its parks system. That calculation ~~This~~ does not include existing deficiencies, only

the amount of new parks needed to accommodate future population needs and the costs to improve newly acquired land. The city is electing to fund less than the full amount through parks impact fees, but will actively seek grants to fund the shortfall. Additional costs to fund the shortfall should be through private donations to this city park funds and through the city general fund. ~~This calculation does not provide the funding necessary to develop these parks for active recreational use, only for acquiring or purchasing the property.~~

It is recommended that an option of a dedication of land be continued in instances in which large subdivisions are being constructed in which dedication of land for recreational purposes would correspond to plans to be implemented in the parks element (i.e. neighborhood parks, an integral part of a trail system). Minimum dedication should be at least one half to one acre in size. A decision whether or not to accept a dedication of land in lieu of fees would be approved by the planning commission with consultation by the city council's parks committee.

~~—The proposed impact fee increased to five hundred dollars (\$500.00) will allow for a portion of the park development costs to be collected. In addition, a~~ Dedication in lieu of the impact fee was retained as an option in instances where the dedication would fit into the overall parks plan of the city.

Recommended Capital Facilities

~~Figure P-1 depicts areas where the city intends to establish the location and character of new park provision, rather than this being established by the development pattern and developer preferences pursuant to the current subdivision ordinance.~~ shows the location of existing city parks and trails. The city should strive to maintain a balance of regional community parks, smaller neighborhood parks, open spaces between neighborhoods, and a trail system linking such facilities.

Given that much of the projected population growth of the city is steered toward the north of the current city limits, and dispersed northeast and northwest, two separate community parks in the northern portion of the city would make sound planning sense. The city-owned property adjacent to the Fire Station No. 2 property is a likely location for a new city park that would meet this need. An unspecified location in the vicinity of the multi-family developments on Trail Road and the property within the Urban Village Mixed Use (UVMU) Overlay is also of interest. Further, given the number of existing neighborhood parks, joint-use facilities, and park size preferences articulated in this plan, it would be most useful to plan for each of these to be more than ten (10) acres in size.

~~—As to timing, the Growth Management Act mandates a twenty (20) year planning horizon and adoption of a six year Capital Facilities Plan. Based on the imminence of decisions on the Northern State Park Master Plan, it would be logical to pursue an eighteen (18) plus acre community park at Northern State, under the joint auspices of Skagit County and the city, over the next six year time frame. In order to address provision of neighborhood parks, three one-acre neighborhood parks should also be provided over the next six year time frame.~~

Proposed Capital Projects

Based on the results of the Parks and Recreation survey, proposed parks and recreational development to occur between ~~2005-2010~~ 2012-2018 should include the following projects:

- Fire Station No. 2 Park (2012-2014) The City owns approximately one acre of level land adjacent to the north side of the fire station on State Route 9, in the north end of the city. This property is encumbered by a 100-foot power line easement, but there is still potential for passive uses and some active uses. the western portion of the property is at the top bank of a slope leading to the Brickyard

Creek riparian corridor, thus offering good opportunity to develop a walking path and interpretive signs along the area covered by native vegetation. The area under the power lines may be used as a grassy field or possibly and off-leash park. Development of this area would require minimal funding from the park impact fee fund. 3rd Street Activity Area (2005-2006) - The city will construct a youth activity area on a city owned three acres site on the south side of Sedro-Woolley near a residential area which is experiencing infill development. Development of the youth activity will rely to a large part on donations of time and materials by volunteers. Actual projected dollar costs for the project are estimated at forty thousand dollars (\$40,000.00) to be funded by park impact fees and budgeted city funds.

- Sapp Road Activity Area (2006-20072013-2014) - The city will construct a passive recreational activity area south of Sapp Road between the Brickyard Creek Development and Township Street. In recent years, this area has experienced the most significant growth in the city. The city anticipates a donation of two to three acres by a developer at the site, adjacent to Brickyard Creek. The park will be designed for passive uses (i.e. walking, nature hikes and interpretive areas). Again, this project will rely to a great extent on volunteer labor and materials. Cost to develop the site is estimated to be twenty five thousand dollars (\$25,000.00) to be funded by park impact fees, state grants (i.e. vegetation, fishery enhancement) and budgeted city funds.
- Fruitdale Road PlaySauk Mountain View Estates Area (2005-20062016-2018) - With residential development anticipated to occur north of the golf course on Fruitdale Road, an active use neighborhood park will be necessary in this location. The city anticipates accepted a donation of one to two acres by a

developer in this area, adjacent to Fruitdale Road. The park will be designed for family activities to include a playfield and outdoor recreational playground equipment. Cost to develop this project is estimated to be forty thousand dollars (\$40,000.00) to be funded by park impact fees and budgeted city funds a three acre park at the western edge of the Sauk Mountain View Estates North. The property is under the PSE power lines and has limited development potential. Structures, including fences, goals, basketball hoops or backstops, are not allowed by PSE. Activities in the park will be limited to passive uses such as walking paths, thus this park will be an open space park instead of a developed park. Funding for this project will be minimal, but will not likely take place until development in the west side of the park is completed in the future.

- Bassett Road Recreational Site (2006-20072018-2019) - Again, with residential development anticipated to occur to the north of Sedro-Woolley, development of a recreational area will be necessary on the north side of the city limits. The city intends to convert the former 12.711.2 acre Bassett Road Landfill into a passive recreation site, with an emphasis on maintaining a natural recreational area (i.e. trails, nature hikes and interpretive areas). This project will rely to a great extent on volunteer labor and materials. Cost to develop this project is estimated to be forty five thousand dollars (\$45,000.00) to be funded by park impact fees and budgeted city funds.
- Northern State Recreational Facility Area (NSRA) (1998-on-going) - Owned by Skagit County, it is anticipated that the Northern States complex will in the future become a recreational destination for residents and visitors to the area. The city hopes to be an active participant in the plans for this site and would like to begin work towards the location of an

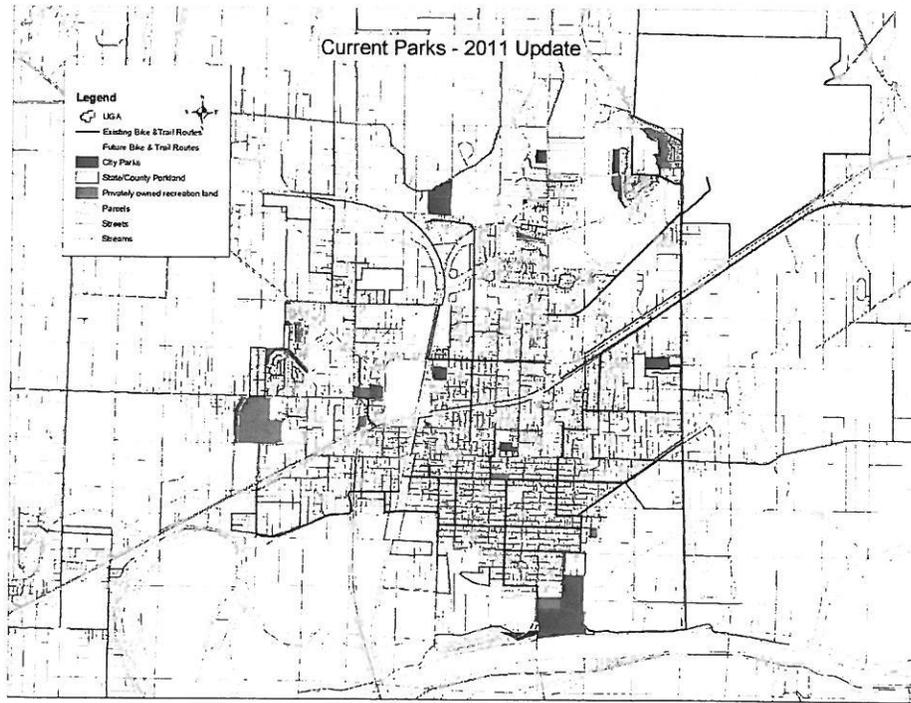
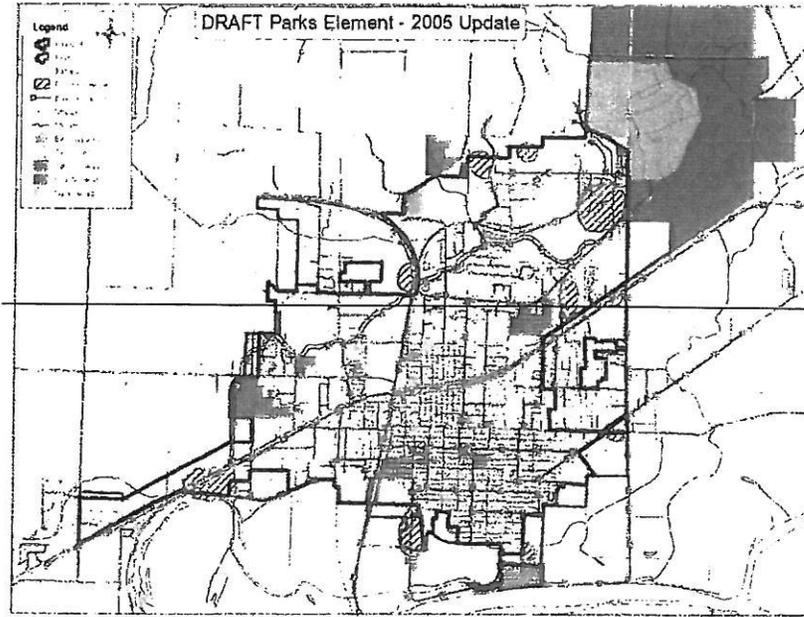
eighteen (18) plus acre city park at the complex. Early activities will involve participation in planning meetings for the complex and will culminate in construction of improvements at the site. Consisting of 726 acres of former farm land, NSRA is being developed as a regional park destination. The County has plans for new ball fields, overnight camping and extensive walking and interpretive paths. A large-scale ecological restoration has been performed on the lower extent of Hanson Creek within the County property, and further restoration within the park area is expected. The City will continue to support the County's efforts to develop regional park improvements, including ball fields, at NSRA.

- Riverfront Park expansion (2005-2008) – Privately owned property in the Skagit River floodplain should be purchased by the city in order to expand Riverfront Park. Riverfront Park is the city park used most by residents and will need to expand in order to accommodate future residents.
- Metcalf Street Ballpark Redevelopment (2014-2015) - The current park adjacent to the north side of City Hall has a small skate park, however the site is primarily developed as one baseball field. Because the park is located near the downtown business core the park has potential to be a central gathering place for the community. Redevelopment of the park to provide amenities to encourage year-round use and to accommodate a wider range of uses may be made to bring more pedestrian activity to the downtown area. Possible improvements include a splash park, expansion of the existing skate park, a small outdoor performance area with gentle slopes for seating, landscaping, public restrooms and/or a little off-leash area for dogs. Improvements to be funded by park impact

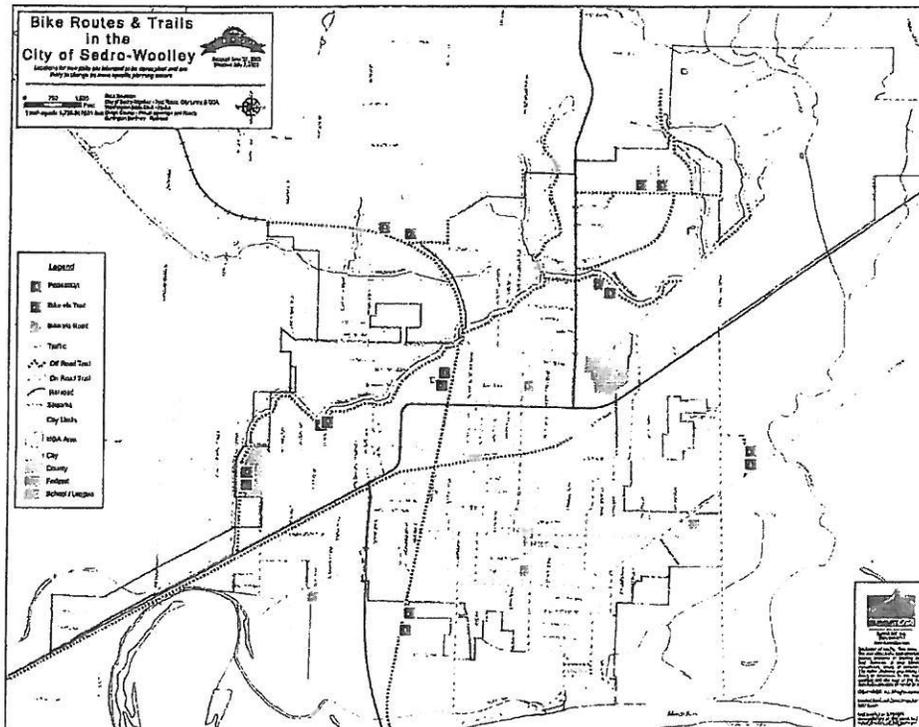
fees, budgeted city funds and potentially grant funding.

- State Street properties adjacent to Memorial Park (2015-2016) – Memorial Park, along with the city library, community center and senior center, makes up almost an entire city block between State Street, Pacific Street, Ball Street and a city alley. There are three land-holdings adjacent to Memorial Park, fronting on State Street, that are not owned by the city. These properties obstruct visual connection to the park from State Street and generally present safety, usability and access issues for the park. The City has long-term intentions to acquire these properties and improve park access and infrastructure. Acquisition of these properties and subsequent improvements to be funded by park impact fees, budgeted city funds and potentially grant funding.
- Develop a walking trail under power lines from Bassett Road to Fruitdale Road (2013-2015). Puget Sound Energy maintains a 100-foot wide easement across the northwestern portion of the city. A walking trail below the power lines in this easement will provide a safe and scenic recreational amenity and make a convenient cross-town pedestrian corridor. It will be necessary to acquire an easement or other permission to use the area under the power lines as city trail. Trail development costs are anticipated to be minimal since developing permanent structures (besides a gravel trail) is not necessary.

Figure P-1
Future-Current Park & Trail Locations



**Figure P-2
Adopted Bikes and Trails Map**



Financing Strategies

A variety of financing strategies are necessary to provide the level of parks and recreation services that the community expects. Impact fees and grants, along with traditional funding sources like REET funds, general funds and state funding are important sources for parks services, especially as local jurisdictions are facing significant budget challenges as a result of declining sales tax revenues and state funding.

The City of Sedro-Woolley approved the collection of park impact fees on new residential development in 2006. Per state statutes, cities planning under the Growth Management Act are authorized to impose impact fees on development activity as part of the financing for public facilities, provided that the financing for system improvements to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees. Sedro-Woolley is using a balanced variety of funding options to for parks system improvements. A portion of the impact fees collected have been used to acquire a strategic piece of land that has long been needed to expand Riverfront Park as the city's population has grown. The parks advisory committee recommended that the city increase its park impact fee collected in order to fund future capital improvements needed to accommodate projected population increases. Impact fee valuations are shown in Title 15 of the municipal code. The calculations that provide the support for the value are found in Appendix A of this Element. That calculation, which was fully reviewed and revised in 2011, shows a cost of \$12,659 per new residential unit to purchase and develop the new park space necessary to accommodate new development. The city has elected to charge less than the full amount per unit. In 2008, the City Council increased the park impact fees to bring the amount raised per unit closer to the actual cost of development for park space, to \$1,500 per unit. The parks advisory committee will continue to examine the parks needs of the community, recommend parks development projects and explore

funding possibilities for parks and recreation projects and programs.

Population projections over the last four years have demonstrated that the average population increase per year for Sedro-Woolley is two hundred twenty six (226) persons resulting in approximately eighty seven (87) new homes being constructed each year. The result is that based on one thousand dollars (\$1,000.00) impact fee for each new home will result in approximately eighty seven thousand dollars (\$87,000.00) per year and a total of four hundred thirty five thousand dollars (\$435,000.00) from 2005 to 2010.

Grant moneys will be pursued to purchase additional park property and to assist in the development of those facilities. Several grants are available annually through the Washington State Recreation and Conservation Office.

(Ord. 1524-05 § 4 (Exh. D)(part))

GOALS, POLICIES AND ACTIONS

Goal P1: To provide sufficient park and recreation facilities to meet current and future demands

Policy P1.1: Pursue joint ventures with Skagit County, other jurisdictions, and public/private opportunities in order to obtain access to a greater variety of recreational facilities than the city could provide on its own.

Policy P1.2: Revise the park dedication requirements in the subdivision ordinance to allow for “pocket parks” less than two acres in area.

Policy P1.3: Establish a network of bicycle and pedestrian trails, which are coordinated with Skagit County in order to provide linkages to existing and proposed regional parks, open spaces and trail systems.

Policy P1.4: Develop a bicycle route in existing neighborhoods that uses existing, low traffic roads, having its focus points being area schools, civic centers, the central business district and proposed and existing parks, which will include bicycle racks, signage and striping to signify the route.

Policy P1.5: Include existing and proposed bicycle and pedestrian trails on the city’s six year Transportation Improvement Program for non-motorized travel, including a pedestrian overpass to connect the northern and southern portions of the city, which is currently split by Highway 20.

Policy P1.6: Work with the school district and other organizations to construct and maintain facilities, such as restrooms, by means of a joint use agreement, for the use of public and private parks and open spaces.

Policy P1.7: Identify zones which generally indicate where it is appropriate for future parks to be located as new development occurs.

Policy P1.8: Work with the parks department to develop ways to acquire new land for future parks.

Policy P1.9: Limit the placement of buildings on park land, whose use is unrelated to the park’s purpose. If land is to be taken for the purpose of buildings, it must be replaced with new parkland. The intent of this policy is to ensure “no net loss” of useable park property.

Policy P1.10: Develop parks that are designed to be multi-functional, conserve resources and add value to the adjacent community.

Goal P2: To provide a variety of leisure environments and experiences that are efficient to administer and maintain

Policy P2.1: Increase the amount of natural areas to be preserved within Sedro-Woolley’s developed urban area, especially along shorelines, steep hillsides, wetlands and stream corridors.

Policy P2.2: Develop a mixture of active and passive recreational areas in order to accommodate the desires and lifestyles of Sedro-Woolley’s residents.

Policy P2.3: Develop a mixture of active and passive recreational areas in order to accommodate the desires and lifestyles of Sedro-Woolley’s residents.

Policy P2.4: Work with the parks department to better screen parks that are adjacent to major arterials, by way of landscaping and fencing to ensure pedestrian safety and to minimize noise from traffic.

Goal P3: To provide recreation programming and activities

Policy P3.1: Develop outdoor programs which provide for community activities and athletic uses on a year-round basis, concentrating on the recreational needs of Sedro-Woolley’s youth.

Policy P3.2: Develop indoor programs which provide for community activities and athletic uses on a year-round basis, concentrating on the recreational needs of Sedro-Woolley’s youth.

Goal P4: To provide a park system that complements Sedro-Woolley's natural and cultural heritage and character

Policy P4.1: Investigate with the Upper Skagit Tribe the possibility of building a long house along the Skagit River, which could be used by the Tribe for ceremonial events, and by the city as a center for cultural exchange.

Policy P4.2: Acquire areas of environmental significance for preservation and limited, sensitive development of educational and interpretive facilities.

Policy P4.3: Pursue the development of a logging display in coordination with the Museum's logging display, where people can learn and participate in historic logging practices, and show how the logging industry has changed and will continue to change in the future.

Policy P4.4: Develop a working display at Riverfront Park on the life cycle and habitat requirements of the salmon in order to inform the public of the importance and vulnerability of this endangered species.

Policy P4.5: Work with citizen task force to develop a Railroad Park and trolley line on the east-west track that runs through the central business district.

Policy P4.6: Develop parks that are designed to educate and commemorate Sedro-Woolley's heritage by way of statues, plaques, benches, etc.

(Ord. 1524 05 § 4 (Exh. D)(part))

Appendix A

PARKS IMPACT FEE CALCULATIONS
 (See Parks Impact Fee Calculation Update document)

Additional Acres Needed	Improvements Needed	Existing Units	Projected Units (2005-2025)	Cost Per Unit
85 acres new	Ballfields	4,422 units	1,347 new units	\$1,954.00
	Trails Play equipment Climbing wall Recreation Water features	X 2.6 persons per unit = 11,497 estimated population in city and UGA	15,000 total population projected for city and UGA	
\$393,100.00				
\$120,500.00				
\$127,500.00				
\$89,700.00				
\$189,000.00				
\$958,400.00				
\$165,000.00				
\$73,900.00				
\$43,100.00				
\$114,300.00				
\$158,100.00				
\$200,000				
Total: \$2,632,600.00				

— The city elects to fund less than the full amount through parks impact fees, but will actively seek grant funds to fund the shortfall. Additional costs to fund the shortfall from impact fees should be through grant funds, by private donations to this city park funds, and through the general fund.

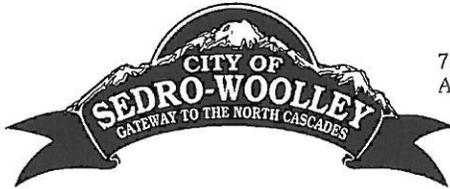
New units projected by 2025: 1,347 units (estimated in 2005)

Parks Impact Fee per unit: \$1,500.00 (The Comprehensive Plan will contain the calculations and technical information on which the adopted impact fee amount will be based. The adopted amount will in municipal code. Note: the current \$1,500 park impact fee value is not changing at the time of this update).

(Ord. 1524-05 § 4 (Exh. D)(Appx. A))
 (Ord. 1629-08 § 3 (Exh. C))

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012



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/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Impact fee credit ordinance
DATE: April 11, 2012

ISSUE: Should the Council adopt the attached ordinance which establishes a clear policy regarding impact fee credits for existing structures?

BACKGROUND: This item was brought to the City Council most recently at the April 4, 2012 worksession. At that worksession, the Council indicated an interest in encouraging redevelopment of existing structures and fairly imposing impact fees.

This ordinance provides credits against impact fees imposed for redevelopment as follows:

For existing structures based upon the most recent permitted use;

For parcels with structures demolished pursuant to a permit, the same as above for a period of 10 years from the date of the demolition permit;

And, with no credits given to parcels with structures demolished pursuant to an abatement order from the city.

Sewer general facilities charges would be credited for prior use, provided, that the monthly sewer bill remains current (to satisfy debt service payments resulting from available capacity).

This ordinance seems to strike a fair balance and achieve the objectives outlined by the council.

RECOMMENDATION: Motion to adopt Ordinance ____-12, an ordinance creating impact fee credits.

ORDINANCE NO. _____

AN ORDINANCE CREATING IMPACT FEE CREDITS FOR EXISTING STRUCTURES
AND STRUCTURES LAWFULLY DEMOLISHED AND ADDRESSING SEWER
GENERAL FACILITIES CHARGES FOR THE SAME

Whereas, the City Council of the City of Sedro-Woolley finds that additional clarity would be useful in making determinations about impact fee credits for existing structures, and

Whereas, the City Council finds that the maintenance of derelict structures within the city has a negative impact on the community, property values and the quality of life; and

Whereas, the City Council desires to incentivize redevelopment and revitalization while also encouraging property owners to maintain their structures without the use of the code enforcement process; and

Whereas, the City Council desires to make clear impact fees assessed due to the redevelopment or change of use of existing structures will be offset by the value of impact fees for the most recent legal use and that the same policy will apply to demolished structures removed pursuant to a lawful permit and not as a result of a city-ordered abatement;

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

Section 1. Impact fees levied under the authority of SWMC 15.60 and/or SWMC 15.64 shall be offset by credits for existing structures and uses as follows:

For existing structures, impact fees are offset by the value of impact fees for the most recent permitted use;

For parcels with structures that were demolished pursuant to an approved demolition permit issued by the City of Sedro-Woolley, impact fees are offset by the value of impact fees for the most recent permitted use, provided, that this credit shall expire ten (10) years after the date of issuance of the demolition permit.

Section 2. No impact fee credits shall be granted for structures that are demolished pursuant to abatement orders issued under SWMC Title 18.

Section 3. SWMC 13.16.035 E is amended to read as follows:

In making a determination of the amount of the general facilities charge, an adjustment against the charge may be allowed by the superintendent for a level of previous use of sewer system capacity, as defined by the highest average twelve consecutive months of

the preceding sixty months, or fixture units, or if residential, ERU's, unless a general facilities charge, or its equivalent was due for such use under this section which was not paid. Any adjustment shall be determined by the superintendent as set forth in this section, who may rely upon industry standards, scientific and engineering data, sewage flow meter data, qualified professional opinions, the billing for the previous sixty months, and any other basis which is in his or her opinion appropriate. No adjustment shall be allowed if the sewer bill has not been paid for the preceding sixty months, which shall constitute abandonment of the right to use the previous sewer capacity without paying the initial or additional general facilities charge. This adjustment shall apply only to the parcel or lot to which service was provided, and may not be assigned or transferred to other property.

Section 4. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 5. 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 _____, 2012, and signed in authentication of its passage this _____ day of _____, 2012.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

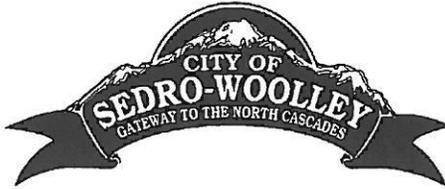
Published:

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

CITY OF SEDRO-WOOLLEY

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



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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Swedelius Site Access Road and Tree Farm Operation**
DATE: April 3, 2012 (for Council action April 11, 2012)

ISSUE

Should staff proceed with work to install an access loop road to the Swedelius site at a cost not to exceed \$10,000, to be funded by the Stormwater Utility Account, and reimbursed by nursery stock sales?

Should the city enter into a professional services agreement with "The Plant Man" for marking and sale of nursery stock from the Swedelius site for a fee of 20% of sales?

BACKGROUND/DISCUSSION

For several years, the Sedro-Woolley High School Forestry Program, Wayne Ramsey instructor, has used with city permission the Swedelius site south of Dunlop Street as a practice site for clearing, logging and tree farm type operations associated with the program. The site is on property owned by the city and was a former tree farm. This site was purchased in 2007 for development of a stormwater detention facility using an interfund loan from the Sewer Reserve Fund under Resolution 744-07. The loan balance is approximately \$139,003.03 plus \$7,625 in unpaid interest.

Mr. Ramsey has identified a significant nursery stock of trees remaining on the site, including the following:

- Emerald Green, 13' tall average, 360 each, approximate value \$325/each = \$113,750
- Fat Evergreen (Excelsa), 13' tall average, 100 each, approx. value \$395/each = \$39,500.
- Total approximately \$153,250

There is other stock as well, including Tulip trees, Red Maple and others that were not inventoried but that are sellable.

The problem is that the internal site is inaccessible to vehicular traffic during the months when the trees would need to be excavated and prepared for shipment. The existing field access road from River Road to the site has been usable during winter months. Construction of a loop access road as noted on the attached drawing would allow year-around access to the eastern portion of the site, making possible harvest and transport of the trees for either sale or use by the city for beautification purposes. Budget is also included for upgrading the farm access road as needed. A future phase could extend the road to the western portion of the site for recovery and farming of the additional area.

Mr. Ramsey proposes that the city construct the loop road and improve the farm access road as needed. The city also would be responsible for digging and bagging the trees, maintenance of the road, stump removal and grinding, and machine type brush mowing as needed at the site. Some clients may need assistance with loading the bagged trees on trucks; the city would also provide this assistance. Mr. Ramsey would utilize his students to continue to hand clear and thin the trees on the site as part of his training program. SWSD students would also plant new stock donated by nurseries that periodically have overstock that they offer to the school.

Mr. Ramsey offers to broker sales of the trees through his private company, "The Plant Man" for a 20% commission on sales. All other sales proceeds would come to the city. He has significant contacts with wholesale landscapers and nursery operators within the state, and believes that there will be sufficient interest to make the enterprise viable. Mr. Ramsey will donate consultation time as needed to inventory trees and provide recommendations for replenishment planting. See the attached Professional Services agreement.

As noted above, there is potentially significant value in the existing nursery stock on site. The initial investment of city funds for the road project would be paid back over time, with future proceeds available for payments to retire the interfund loan, additional road construction and site development and maintenance.

The property was originally purchased for construction of a regional stormwater facility. It is currently estimated that this project is at least six years out, as planning will be determined by monitoring of pollutants from the lower portion of the city draining to this area that is scheduled to take place under the new NPDES Stormwater Permit to be issued in 2013 and running until 2017. The tree farm activities noted above would not impact this use in the near term, as this would involve removing existing trees. Any replanting would be planned with this future use in mind. The larger property includes the field east of this site to River Road adjacent to Riverfront Park.

Access road construction will be coordinated with Skagit County and address any wetland concerns. It is assumed that tree farm activities are permitted in the area, as this was the previous and existing use of this property.

FINANCE

The cost of the road construction of the loop road is estimated at \$6,000, and for improvements to the field road from River Road is estimated at \$4,000, for a total of \$10,000, including geotextile and road base for construction of the road. Labor and equipment would be provided by Public Works Operations staff. The work would be done during the dry season this summer, and completed before November 2012.

Since the property is Storm Water Utility property, the up front cost would be funded from the Account 425 Storm Water fund balance. The estimated 2012 Ending Fund Balance is \$60,281. The up front cost would be paid back over time as tree sales take place. Funds generated beyond the road construction cost would be utilized to pay back the property purchase interfund loan and for other site improvements as noted above.

MOTION:

Move to authorize staff to proceed with road construction as noted above at a cost not to exceed \$10,000, to be funded by the Stormwater Utility Account, and reimbursed by nursery stock sales.

Move to negotiate an agreement with "The Plant Man" for marketing and sales of nursery stock from the site for a fee of 20% of gross sales.



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- Trails
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- [Contours](#)
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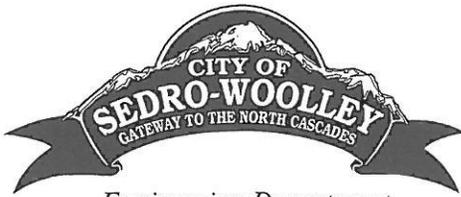
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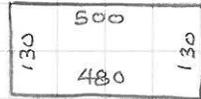
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Engineering Department
 325 Metcalf Street
 Sedro-Woolley, WA 98284
 (360) 855-0771

PROJECT SWEDELIUS SITE ACCESS ROAD
 SHEET NO. _____ OF _____ DATE 12/29/2011
 BY MAF
 SUBJECT LOOP ROAD CONSTRUCTION

• LOOP ACCESS ROAD
 1,260 LF



ALLOW 8' x 1,300' x 6" BALLAST
 x 1.75/27 = 340 TONS

FABRIC 12.5' ROLL x 360' : 1300' ÷ 350 = 4 ROLLS

- US 205 NW Non-Woven Geotextile for Soil Separation
- US Bi-axial Grid

ESTIMATE - LOOP RD ONLY

• ROCK - 340 TONS @ \$ 12	\$ 4,080
• FABRIC - 4 ROLLS @ \$ 500	\$ 2,000
	<u>\$ 6,080</u>

LABOR

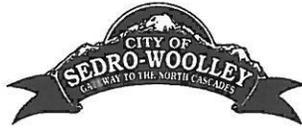
- TRUCKING FOR ROCK - 35 LOADS - 2 hrs/ea = 70 HRS
- STRIP / PREP SITE
 - MG + OPERATOR, LABOR 1300' - 16 HRS
- PLACE FABRIC - 2 MEN, LOADER 4 HRS
- " ROCK - LOADER, OPE, 16 HRS
- SAY 3 MEN 1 WEEK TOTAL

ADD ROAD - LOOP TO RIVER RD = 900' x $\frac{\$6000}{1300'}$ = \$ 4,200

ADD ± 4 DAYS CREW

TOTAL APPROX \$ 10,000

NOTE : CITY HAS 3 ROLLS OF FABRIC SURPLUS AT THE WTP THAT IS AVAILABLE FOR THIS PROJECT



PROFESSIONAL SERVICES AGREEMENT No. 2012-PS-13
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 12th day of **April, 2012** 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 **The Plant Man**, whose address is **17098 Trout Drive, Mount Vernon, WA 98274**, 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, as **Part 1: Broker Services for nursery stock sales from the Swedelius and Lemley Tree Farm sites on a Fee Basis and Part 2: Consultant Services for Management of the Swedelius Tree Farm Site and Miscellaneous Landscape Planting Assistance on a Volunteer Basis** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence
 as needed.

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

The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. 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.

6. Compensation and Schedule of Payments.

For services under Part 1 Broker Services for nursery stock sales from the Swedelius and Lemley Tree Farm sites, the city will compensate Contractor 20% of receipts from sales

For services under Part 2: Consultant Services for Management of the Swedelius and Lemley Tree Farm Site and Miscellaneous Landscape Planting Assistance on a Volunteer Basis, no compensation will be paid.

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 \$ 10,000.00 without prior approval of the Director of Public Works/City Engineer.

7. 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.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2013.**

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.

9. 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.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

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

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act. Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

Insurance not required per Public Works Director for Part 1 Broker Services.

Contractor will be covered by City policies when working as Volunteer Consultant under Part 2. Volunteer hours will be scheduled with the Public Works Director or his designee.

14. 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.

15. 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.

16. 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.

17. Ratification.

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

18. Assignability.

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

19. 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.

20. 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.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. 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.

23. MRSC Roster Registration. *(Not required per Public Works Director)*

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. 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 **12th** day of **April, 2012**.

CITY OF SEDRO-WOOLLEY

A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

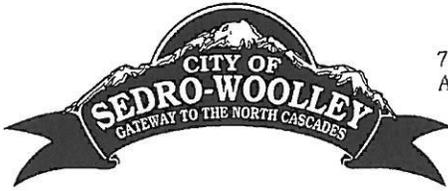
The Plant Man

By: _____

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012

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) 855-9922
Fax (360) 855-9923

Eron M. Berg
City Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: SWMC 8.04.105 A
DATE: April 11, 2012

ISSUE: Should the Council adopt the attached ordinance which removes a potential ambiguity from the code regarding the conditions under which garbage service may be temporarily discontinued?

BACKGROUND: This item was brought to the City Council from resident Pat Huggins at the March 28, 2012 meeting. The utilities committee met and discussed his request and is recommending the attached ordinance be adopted.

The issue Mr. Huggins presented to the Council was a request to temporarily discontinue garbage service to two of three separate rental dwellings located on a single legal parcel. The City operates a mandatory, universal and compulsory system of garbage collection and has since 1969. Under SWMC 8.04.105 A, the city requires that all units on a parcel be vacant before allowing a discontinuation of garbage service. Mr. Huggins argued that the language "parcel or unit" allowed for individual units on a parcel to discontinue service, even when the whole parcel was still using the service. This interpretation would result in significant administrative challenges in enforcing SWMC 8.04. The committee recommendation is to keep the current policy, but clarify SWMC 8.04.105 A to address any potential ambiguity by deleting the words, "or unit".

The committee was sympathetic to Mr. Huggins, but ultimately felt that the savings achieved by changing the policy to fit his request to him and other similarly situated property owners was outweighed by the additional burden and challenges created in enforcing SWMC 8.04, particularly for those larger parcels with dozens of units.

RECOMMENDATION: Motion to adopt Ordinance ____-12, an ordinance amending SWMC 8.04.105 A.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SEDRO-WOOLLEY MUNICIPAL CODE SECTION 8.04.105 A
TO REMOVE ANY POTENTIAL AMBIGUITY ABOUT THE REQUIREMENTS FOR DISCONTINUING
GARBAGE SERVICE

WHEREAS, the City of Sedro-Woolley operates a mandatory, universal and compulsory utility to remove solid waste from the city to a central location for disposal; and

WHEREAS, the city's current policy is to require all units on a single legal parcel to be vacant before allowing for the discontinuation of garbage service under SWMC 8.04.105 A; and

WHEREAS, a utility customer interpreted SWMC 8.04.105 A to allow for the discontinuation of service of individual units located on the same legal parcel; and

WHEREAS, such an interpretation would allow for units in duplexes, triplexes, apartment complexes, commercial properties and others to be discontinued while garbage is still being generated and collected from the parcel leading to significant administrative challenges in enforcing SWMC 8.04; and

WHEREAS, the City Council desires to address any potential ambiguity and make clear that the policy remains that all units on a parcel must be vacant before discontinuation of garbage service is allowed;

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

Section 1. SWMC 8.04.105 A is amended as follows:

A property owner may discontinue service for garbage and refuse collection for a period of not less than two calendar months, in monthly increments beginning on the first day of a billing cycle period, upon prior written request to the city. The city-owned refuse container must be made accessible for pickup at the time of the request for suspension of service. Reinstatement of service must be made seven days prior to reoccupancy of the property. Garbage and refuse collection service may only be discontinued if the parcel or unit is completely unoccupied for the entire billing cycle period for which discontinuance of service is requested; provided, garbage and refuse collection service may not be discontinued during remodeling or construction work.

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 _____, 2012, and signed in authentication of its passage this ____ day of _____, 2012.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

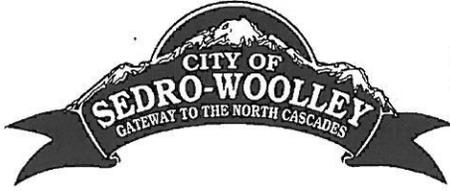
Approved as to form:

Eron Berg, City Attorney

Published:

CITY COUNCIL AGENDA
REGULAR MEETING

APR 11 2012



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) 855-9922
Fax (360) 855-9923

Mike Anderson
Mayor

MEMO TO: City Council
FROM: Mike Anderson
RE: Skagit County Jail request
DATE: April 11, 2012

Attached is a letter request from Skagit County seeking Sedro-Woolley's participation on a Jail Project Coordinating Committee (JPCC). Specifically, they have asked me to appoint a representative and an alternate. I am thinking of Eron Berg and Keith Wagoner, but wanted to discuss with the full council before responding.

Also attached are the following documents:

Diagram of the JPCC purpose;

JPCC objectives dated March 30, 2012;

Skagit County presentation on the status of the jail dated March 29, 2012; and

Minutes of the initial meeting held on March 29, 2012.

The City of Sedro-Woolley is a consumer of jail services and I appreciate the outreach by Skagit County to include its municipal partners. Also, virtually any future solution appears to include a significant tax increase in some form and with this in mind, I think it is important that we be at the table.

If you have any concerns or ideas/recommendation about who you would like to represent the city on the JPCC, please let me know.



SKAGIT COUNTY BOARD OF COMMISSIONERS

RON WESEN, First District
KENNETH A. DAHLSTEDT, Second District
SHARON D. DILLON, Third District

April 2, 2012

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, Washington 98284

Attn: Mayor Mike Anderson

Dear Mayor Anderson:

Thank you for your representation at the Public Safety: Jail Project meeting on March 29, 2012 and for agreeing to partner with us to work together towards solving the public safety issue in our community.

As you know, in order to facilitate the flow of information, ideas, and decisions between the cities and county, the formation of a proposed Coordinating Council has been suggested.

In order to help you designate your representative and alternate, we have enclosed a proposed work plan prepared by Marc Estvold, Project Manager.

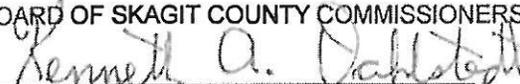
We respectfully ask you to appoint one representative and one alternate for your entity to serve on the Coordinating Council. Options for 90 minute meetings are either the **first** or **third** Thursday of each month starting at either 1:30 p.m. or 2:00 p.m. Please let us know what works for you and your preference. Meetings will be held at the Commissioners Office, 1800 Continental Place, Mount Vernon.

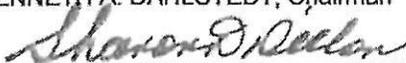
Enclosed are minutes and the DVD from the meeting held on March 29th. Also enclosed is the PowerPoint shown at the meeting, the handout, and the DVD "Overcrowded: Inside the Skagit County Jail". Please let us know if you would like any of these documents emailed to you for distribution to other city officials and council members, etc.

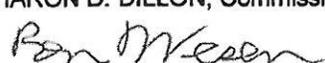
We request your reply by Friday, April 13th. Please respond by e-mail (Subject: Jail Coordinating Council) to the Board of County Commissioners at commissioners@co.skagit.wa.us. Again, thank you for your participation and partnership.

Respectfully submitted,

BOARD OF SKAGIT COUNTY COMMISSIONERS

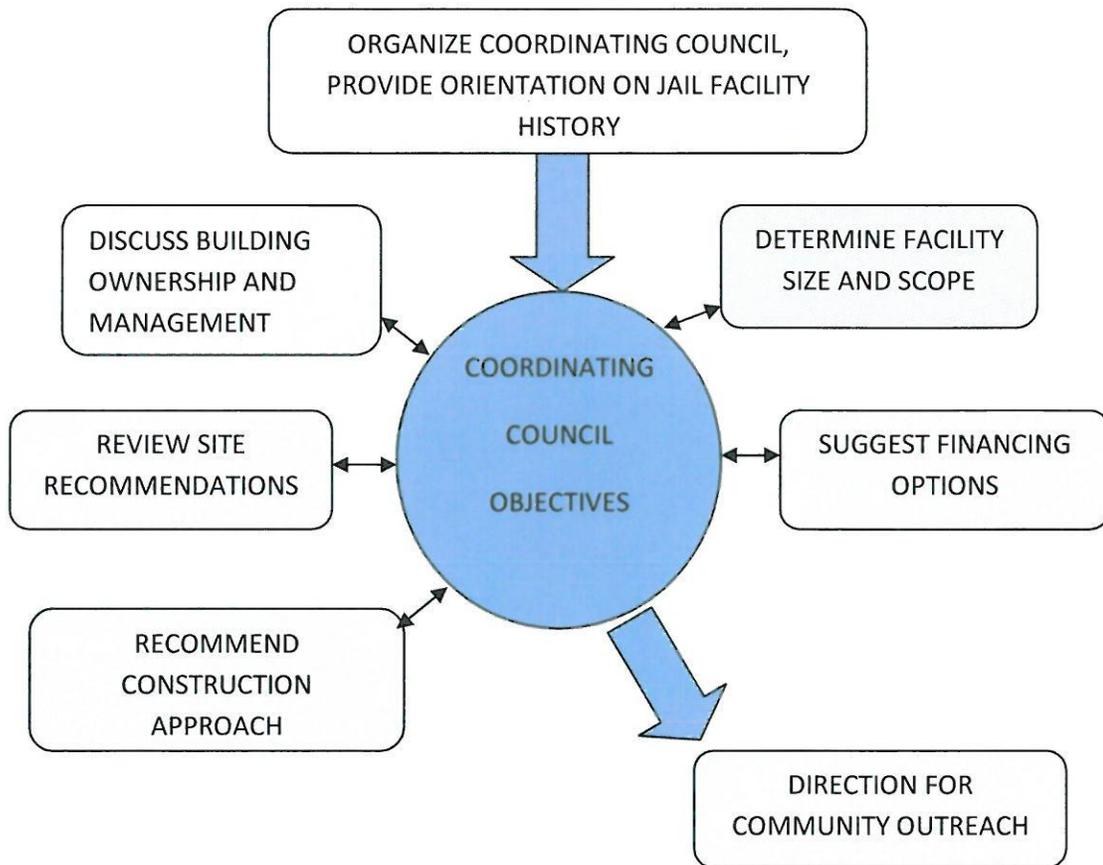

KENNETH A. DAHLSTEDT, Chairman


SHARON D. DILLON, Commissioner


RON WESEN, Commissioner

PURPOSE:

To create a structure and process to promote/ensure open communication and partnership input/involvement in the creation of the proposed PUBLIC SAFETY JAIL FACILITY



GOAL:

To provide a consensus backed recommendation to the Skagit County Commissioners regarding the needs of the PUBLIC SAFETY JAIL FACILITY



Coordinating Council Objectives

Public Safety Jail Facility

March 30, 2012

Purpose: To create a structure and process to promote / ensure open communication and partnership input / involvement in the creation of the proposed Public Safety Jail Facility

Goal: To provide a consensus backed recommendation to the Skagit County Commissioners regarding the needs of the Public Safety Jail Facility

Task 1: Organize a Coordinating Council (CC)

Objectives: To act as liaison between the represented jurisdiction and the other project partners, to study and review the issues and to make final recommendations to the County Commissioners. To create an open and transparent process.

1. Determine representative and alternate from each Partner
2. Determine an operational structure and facilitator
3. Set reoccurring meeting date
4. Review proposed objectives plan

Task 2: Public Safety Jail Facility Ownership

Objective: To discuss building ownership and management

1. Private ownership and operation
2. County ownership and operation
3. Joint County / City ownership and operation
4. Up front bed usage guarantees by partners
5. Formula for determining bed rates
6. Discussion of interim options prior to final solution occupancy

Task 3: Public Safety Jail Facility History

Objective: To bring all members of the CC up to date with previous work

1. Provide historic documents to CC for their review
2. Provided an executive summary and presentation of process to date in effort to bring all up to date

Task 4: Determine Facility Needs**Objective:** Determination of size and scope of facility

1. Review / update historic data on projected facility occupancy requirements
 - a. Number of beds, type of beds, min security, max. security
2. Consider community expectations versus costs of incarceration; amount of services and space allocations, program areas
3. Courtrooms included in facility
 - a. Video arraignment, etc...
4. Medical facilities, dental facilities

Task 5: Recommended Facility Approach**Objective:** Based upon facilities needs, recommend a construction approach

1. Remodel / expand existing facility
2. New structure
3. Discussion of use of existing Jail Facility if not remodeled

Task 6: Suggest Financing Options**Objective:** To review financing options and make recommendation

1. What kind of financing options are available and what revenue each option could generate
 - a. Sales tax increase
 - b. Property tax
 - c. Bonds

Task 7: Site Recommendation**Objective:** To review possible sites and make a recommendation

1. Review historic site evaluation criteria
2. Look at cost and expansion potential
3. Proximity to existing courtrooms
4. Impact on both capital and operating costs

Task 8: Community Outreach**Objective:** To provide direction in implementing a public campaign to secure financing

1. Determine timing of when to go to the voters
2. Public education outreach
 - a. Help facilitate presentations in your jurisdiction
 - b. Assist in identifying influential individuals in your jurisdiction
 - c. Speakers bureau



Public Safety Jail Project

March 29, 2012

① Introductions & Purpose

Commissioner Ron Wesen

② Conditions in the Skagit County Jail

Chief Corrections Deputy Charlie Wend

③ Proposed Structure & Open Discussion

County Administrator Tim Holloran

④ Project Sites

Project Manager Marc Estvold

⑤ Next Steps

Commissioner Ron Wesen

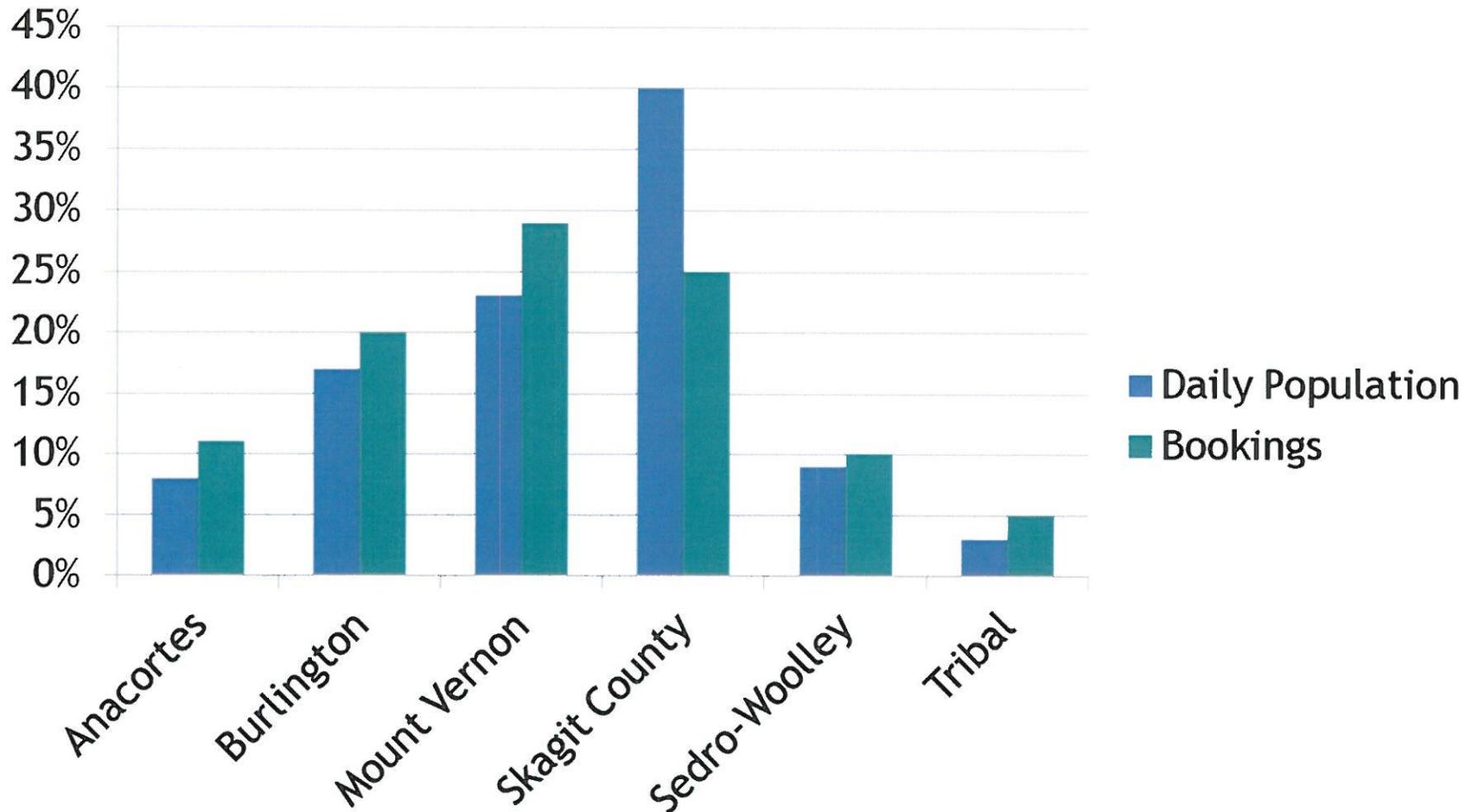
What's the problem?

Jail Built	1984
Original Capacity	83
Currently Holding	200
Turning Away Each Month	310
Estimated 2015 Need	350
Estimated 2025 Need	695



Who's in the jail?

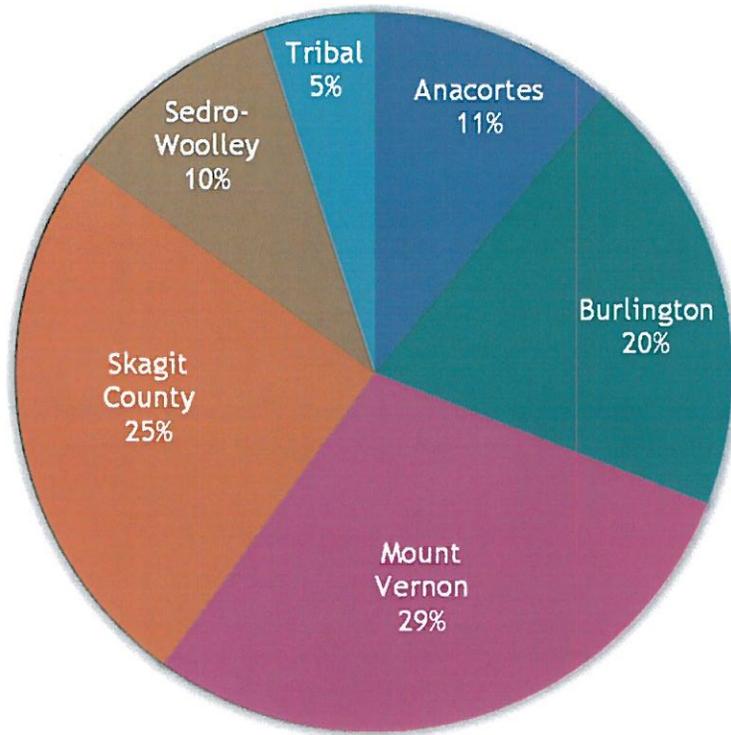
Calendar Year 2011



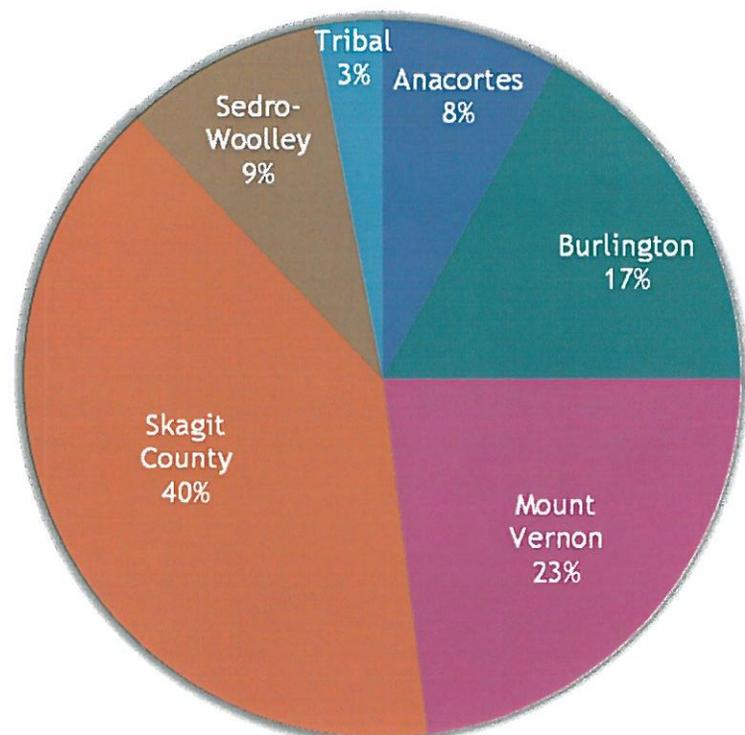
Who's in the jail?

Calendar Year 2011

Bookings



Daily Population



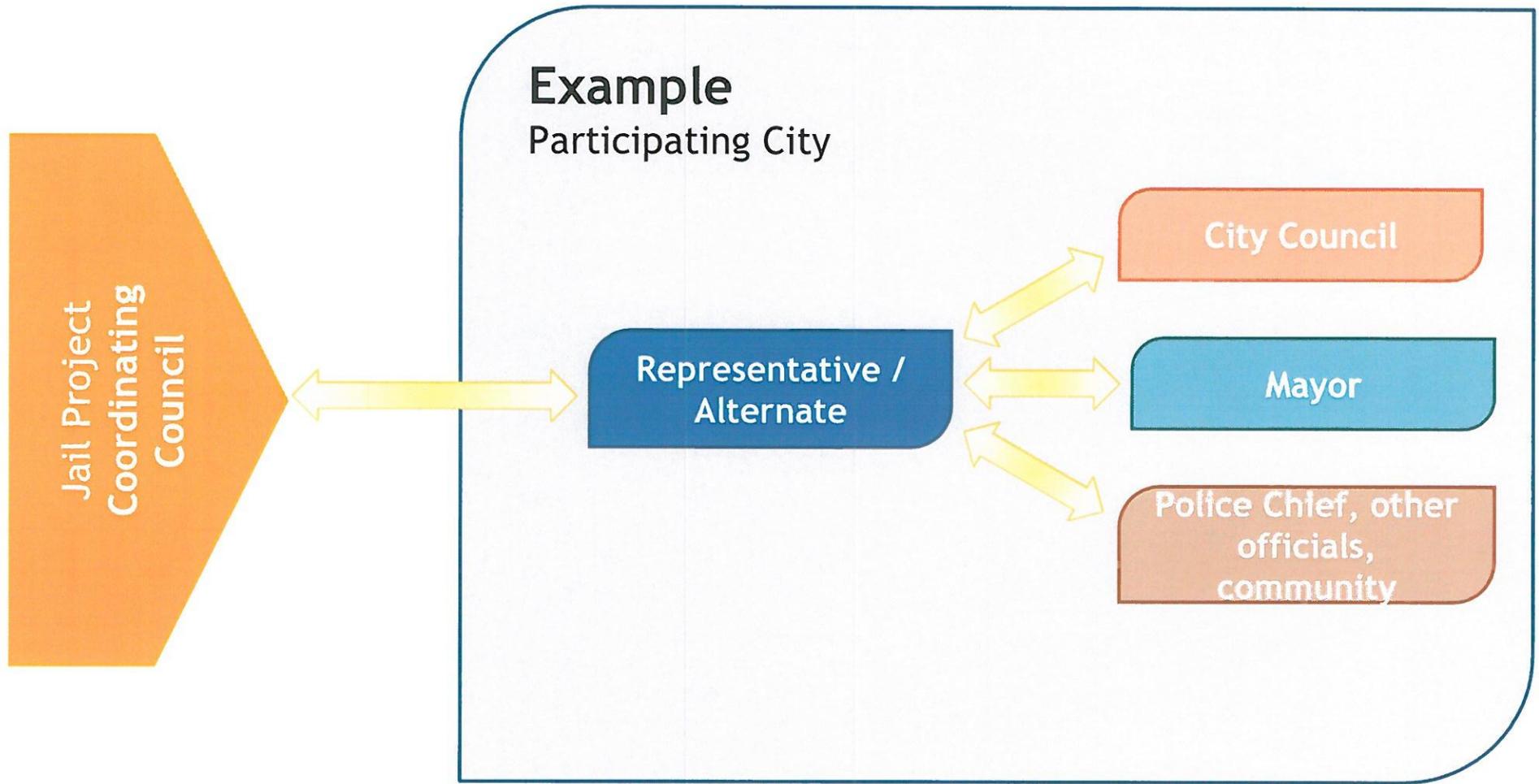
Proposed Structure

for Jail Project Coordinating Council



Proposed Model

for Interaction & Communication



Project Management

Project Manager

Marc Estvold AIA, LEED AP

Financial Advisor

Susan Musselman

Project management team will hold regular work meetings to develop and evaluate options for **monthly meetings** with Coordinating Council

Proposed Model

for Coordinating Council Decision-Making

strive for consensus + vote on a five-point scale

5	4	3	2	1
Endorsement	Endorsement with a minor point of contention	Agreement with reservations	Stand Aside	Block
<i>"We like it!"</i>	<i>"Basically, we like it."</i>	<i>"We can live with it."</i>	<i>"We don't like it, but we don't want to hold up the group."</i>	<i>"We can't live with it."</i>

Detailed Minutes

distributed after each meeting directly to:

- mayors
- tribal chairs
- councils
- budget/finance directors
- administrators
- planning directors
- police chiefs



Possible Jail Project Sites

Project Manager Marc Estvold, AIA, LEED AP

Zoning = 12 to 18 Mos.
-Zoning Code Amendment
-Unclassified Special Use
-Submittal July 31

Site 1

Port Of Skagit





Downtown
Mount Vernon

Site 4

Site 2

Site 3

Zoning = 10 to 12 Mos.
-Comp Plan / Rezone
-Essential Public Facility
-Submittal January 31

Next Steps

- Approve format
- Letters/resolutions back from councils designating representative and alternate
by April 13
- Schedule monthly meetings

Meeting Scheduling

- Monthly 90-Minute Afternoon Meetings
 - 1st Wednesday or Thursday of the month
 - 2nd Wednesday
 - 3rd Thursday
 - 4th Wednesday

April						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



Skagit County Jail Project

more information

www.skagitcounty.net/jailproject

Public Safety: Jail Project Meeting

Commissioners Hearing Room, 1800 Continental Place, Mount Vernon

Thursday, March 29, 2012, 1:30 p.m.

Minutes

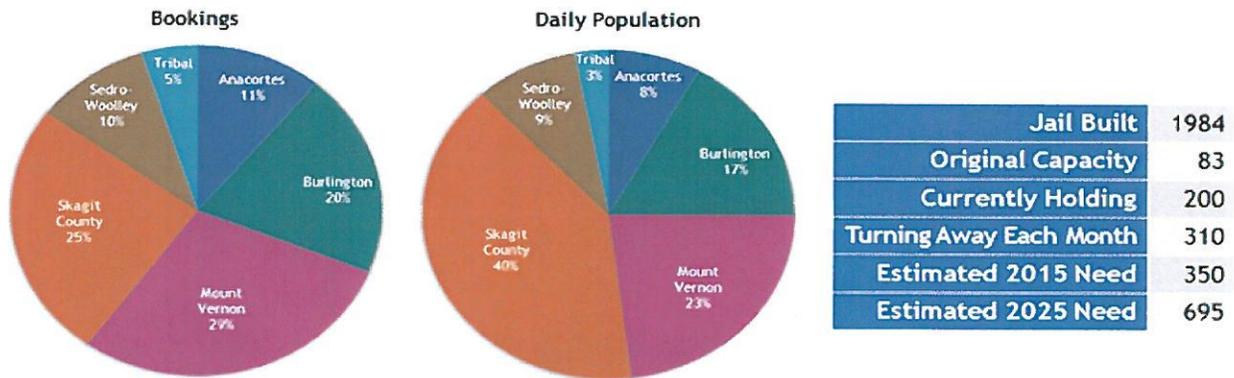
Skagit County Commissioner Ron Wesen thanked everyone for their attendance. He excused Chairman Dahlstedt who was attending a conference in Washington D.C. Partners and representatives at the table included: Mayor of Anacortes Dean Maxwell, City of Burlington Mayor Steve Sexton, City of Burlington Administrator Bryan Harrison, City of Mount Vernon Mayor Jill Boudreau, City of Sedro-Woolley Supervisor and Attorney Eron Berg, Town of Lyman Eddie Hills, Skagit County Sheriff Will Reichardt, Skagit County Commissioner Ron Wesen, Skagit County Commissioner Sharon Dillon, Skagit County Chief of Corrections Charlie Wend, Skagit County Administrator Tim Holloran, Project Manager Marc Estvold, Financial Advisor Susan Musselman. Others in attendance included representatives from the Cities of Anacortes, Burlington, Mount Vernon, Sedro-Woolley, Skagit County, and the Skagit Valley Herald. Commissioner Wesen explained that the purpose of the meeting was to address the county-wide public safety problem of the overcrowded jail. He said that the entire community was impacted by the overcrowded jail and that Skagit County wanted to partner with each city to move forward together towards finding a solution. He expressed that it was important for each city to participate in the process.

Skagit County Chief of Corrections Charlie Wend showed the DVD "Overcrowded: Inside the Skagit County Jail" then gave some facts about the jail and current conditions. He said that it was constructed in 1984 and designed to hold 83 prisoners. The jail currently holds 200 prisoners and that approximately 310 are turned away every month. He said that actual number of individuals turned away from the jail was probably more than 310 since police officers in the field making arrests realize that lower level offenses are being turned away, so that under certain circumstances, police officers sometimes decide not to make an arrest.

Chief Wend described other problems with the current jail which included: the layout which was an issue for supervisory reasons, costs, and safety measures; that there were not enough rehabilitation opportunities due to overcrowding; and that updated technology could not be easily installed or utilized due to re-wiring issues.

Chief Wend said that public safety was compromised. He said that the jail holds 200 prisoners and that 55 to 60 prisoners are sentenced alternatively and serve time performing community service within the community or are monitored electronically. Unfortunately, there is not sufficient jail capacity to confine these individuals should they violate the terms of their alternative sentence. Chief Wend said that the public safety issue worsens since many individuals within the community now know that they may not be booked for lower-level offenses.

Chief Wend shared figures for bookings and the daily population and how bookings made by cities are sometimes re-labeled in the daily population as a county prisoner due to felony sentencing.



Chief Wend clarified that the statistics listed and shown did not include the bookings or daily population of persons brought in by the Department of Corrections or the Washington State Patrol since they are not a fiscal partner and do not play a role in the decisions for a new jail.

Chief Wend hoped that everyone recognized the problems facing the jail. Another challenge within the current jail was the lack of proper segregation for the mentally ill population, gang population, women population, and for the various hostile acts and circumstances that could arise. Chief Wend introduced Mr. Holloran who would discuss the proposed plan to move forward.

Skagit County Administrator Tim Holloran said that an outreach team had been formed which included Project Manager Marc Estvold, Skagit County Sheriff Will Reichardt, Chief Wend, and himself, and that they had been discussing the project and issues, and had presented the Public Safety Jail Project to the City of Anacortes, the Burlington Public Safety Committee, the City of Mount Vernon, and City of Sedro-Woolley. He said that the issue and need for a new public safety facility had been studied and researched since 1995 and that it was recognized that treatment programs needed to be in place to reduce recidivism. Mr. Holloran said that a structured plan needed to be put in place and that each city needed to partner with Skagit County and have a voice in addressing the overcrowded situation. The process would be open, transparent, and that choices would be data driven. Even though the County runs the jail, each city was a partner and that it would be important to participate and work together to find a solution. Mr. Holloran said that Skagit County wanted each city to participate and clarified that the smaller towns could participate, but it was agreed that they would be represented by Skagit County.

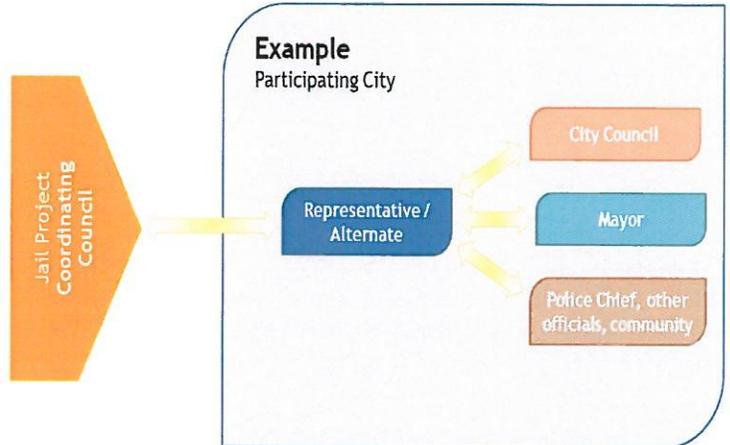
Mr. Holloran proposed that a Coordinating Council be formed and said that each city would be asked to appoint one representative/liason and an alternate to attend monthly 90 minute meetings. These individuals would need to be empowered by their respective cities to speak on

their behalf at Coordinating Council meetings (express views, concerns, questions, suggestions, decisions) and also take information back to their respective cities for discussion, vet issues with their city officials, then bring viewpoints back to the Coordinating Council. The goal was to work together to strive for consensus.

Proposed Structure for Jail Project Coordinating Council



Proposed Model for Interaction & Communication



Mr. Holloran stated that Marc Estvold was the Project Manager and that Mr. Estvold would be working with the mayors, police chiefs, finance directors, planning directors, administrators, and county on the multiple issues to discuss and decide on.

Mr. Holloran showed a proposed model for decision-making and voting that the cities could use to decide on issues brought to them by their representative/liaison after Coordinating Council meetings:

5	4	3	2	1
Endorsement	Endorsement with a minor point of contention	Agreement with reservations	Stand Aside	Block
<i>"We like it!"</i>	<i>"Basically, we like it."</i>	<i>"We can live with it."</i>	<i>"We don't like it, but we don't want to hold up the group."</i>	<i>"We can't live with it."</i>

Mr. Holloran asked for thoughts and comments.

City of Burlington Administrator Bryan Harrison stated that he believed the proposed structure provided a positive opportunity for the exchange of information which had been missing in the past. He agreed with having a two-way dialog. He questioned how the Coordinating Council would be tasked with a work plan and said it would be important for them to be educated on the work plan and current information.

City of Anacortes Mayor Dean Maxwell wanted to know how the project would be financed. He stressed the importance of public education and support since the project would eventually be voted on. He said that he was aware of the problem and the need for a solution. He asked to see proposals and said that more information was needed for discussions with city officials and voters.

Skagit County Administrator Tim Holloran said that detailed minutes of each meeting would be provided to each city (mayors, tribal chairs, councils, budget/finance directors, administrators, planning directors, and police chiefs) for circulation. Minutes from each Coordinating Council meeting would be posted online as well. He also inquired if the cities would post information and minutes on their websites. He said that a lot of work needed to be done and that there were many issues to discuss. One of the main issues was the actual design of the building since it was known that the design of the structure impacts the operational costs and that an efficient design would be necessary.

Chief Wend said that during the presentation to the Anacortes City Council on Monday, March 26, 2012, a question was asked about showing the “Overcrowded: Inside the Skagit County Jail” DVD, and Chief Wend hoped that each municipality, if they provided information to their municipality on a cable channel, could also air the DVD on their TV station as Skagit County does since this would help educate the public. Chief Wend agreed that public support would be critical for the project.

Skagit County Administrator Tim Holloran wanted to make sure that the cities knew that they could approach Project Manager Marc Estvold and Financial Advisor Susan Musselman with questions and support.

Project Manager Marc Estvold discussed the potential sites being considered for the new jail.



Site 1

Site 2, 3, 4

Site 1 was located at the Port of Skagit near the airport. He said that this property was geographically centered in Skagit County, and since it was 50 acres, it would accommodate a single story structure which was proven to be the most efficient and cost effective to operate. A Zoning

Code Amendment would need to be approved and an unclassified Special Use Permit issued. He gave a potential timeline for this process and said that it would not be until 2014 when they would know if they would be able to construct at the location.

Sites 2, 3, and 4 were located downtown Mount Vernon and all would require Comprehensive Plan Amendments and Zoning Amendments. The sites downtown would also need to gain the designation of being an Essential Public Facility and he said that it would take approximately one year to determine if the sites were buildable.

Site 2 was located at the existing jail and would include a re-model. Mr. Estvold said that having the jail near the courthouses reduced the expense of transporting prisoners to and from hearings. Mr. Estvold described the problems with the size of the property and the limits on being able to add additional levels to the existing structure. Moving forward with this plan would mean that the cost of operating the facility would be high since it would be multiple levels. *(Later on during the meeting, Chief Wend explained why single story structures cost less to operate than multi-level structures).*

Site 3 was located across the street from the current jail. Mr. Estvold again explained that the location was preferred due to the proximity to the courthouses, but again explained that the structure would need to be multiple levels and the cost of operation would be high.

Site 4 was also located near the courthouses. He said that the structure would need to be two-levels and he said that parking issues would need to be addressed.

Mr. Estvold said that one of the interim solutions to overcrowding had been to rent beds at jails in other counties. This was not sustainable due to the projected population growth and due to the percentage (80%) of the jailed population that required access to Skagit County Courts. He said that operational costs increase when Skagit County prisoners are re-located. He said that these are some of the issues that the proposed Coordinating Council would need to evaluate.

City of Anacortes Councilmember Ryan Walters asked why single level structures were cheaper to operate than multi-level structures.

Chief Wend answered that costs decrease and safety increases with single level structures. One of the main factors that drive costs up was the number of jail personnel required for escorting prisoners throughout the building and to and from the courtrooms. He said that more personnel are required for multi-level structures since unattended transport being monitored by video cameras was not as feasible. He also said that multi-level structures have an added cost of elevator maintenance and repair costs and reduced safety in elevators and stairwells.

City of Burlington Mayor Steve Sexton said that he believed the proposed plan seemed backwards. He clarified by saying that the design of the structure needed to solve the overcrowding issue and that it should be researched and decided on before choosing the location for the structure.

Project Manager Marc Estvold said that the number of beds the jail needed would determine the size of the facility needed had that research had been performed which evaluated the operational costs of different kinds of facilities. He said that another consideration was transportation costs. These costs should be considered when deciding where to place the facility. Mr. Estvold assured Mayor Sexton that a location would not be finalized until facility needs and financing options were fully explored.

Chief Wend informed those present that many studies had already been performed in 2004 which researched schematics and facilities and things to consider when constructing a jail.

Skagit County Sheriff Will Reichardt said that there was a lot of research available to look at which analyzed what kinds of facilities would best serve the needs of the community. He said that it was now time to partner with one another towards finalizing a plan.

City of Mount Vernon Mayor Jill Boudreau said that the city councils would need to weigh in on the size, type, and cost of the facility.

Skagit County Administrator Tim Holloran agreed and said that all financial aspects needed to be discussed.

City of Mount Vernon Mayor Jill Boudreau asked that a work plan be provided to the cities if they decided to move forward with the monthly meetings.

Project Manager Marc Estvold said he would provide a draft work plan with expectations to the cities that the Coordinating Council would review and discuss.

City of Burlington Administrator Bryan Harrison pointed out that each city may view the needs of the community, and the type of the facility needed, differently. He believed options needed to be provided and analyzed, and alternative plans evaluated. He believed that this should be the first step and that the selection of the location for the facility should be decided on afterwards.

After hearing Mr. Harrison and Mayor Sexton's concerns, Chief Wend suggested that everyone present needed to review the work, studies, plans, and reports already performed (from 2004 and 2005) so that everyone would be up-to-date on what issues had been researched, what options were available, and what some of the best ways to move forward might be. He said that cities could then make decisions knowing what had been done and whether or not they agreed with the results and ideas.

City of Sedro-Woolley Supervisor and Attorney Eron Berg shared that he had toured some jails and suggested that the Coordinating Council tour jails to see what works and what does not work within a facility. He also said that the purpose of the structure should be clarified. For example: is it for retribution or rehabilitation purposes? Mr. Berg believed that having a well informed team deciding on what was needed for the community should come before selecting a site and building plan.

Retired Undersheriff and former Chief of Corrections Gary Shand clarified to the group that a lot of work and research had already been performed on this issue and that the information from these studies about the needs and types of facilities which best benefited their communities was available on-line for review.

(<http://www.skagitcounty.net/Common/Asp/Default.asp?d=Jail&c=General&p=newjailstatus.htm>)

Skagit County Administrator Tim Holloran informed the group that for many years Skagit County had been working on this project alone and he stressed the importance of needing to partner and come together on a solution for the community. Mr. Holloran said that the City of Anacortes brought up an issue to research and discuss: whether a public or private entity should operate the jail.

City of Sedro-Woolley Supervisor and Attorney Eron Berg asked whether or not a Judge should be included on the Coordinating Council. He believed that they would need to be engaged with the process since law and justice was a combined matter.

The group was asked if they agreed with Mr. Berg that a Judge should also be included on the Coordinating Council. The group agreed.

Chief Wend said that he and Project Manager Marc Estvold were going to be touring the Snohomish County jail on Monday, April 16, 2012, at 3:30 p.m. He said that he could be contacted by those interested in touring the facility with him and Mr. Estvold. (Email: cwend@co.skagit.wa.us) He said that the building looks nice but is a multi-level building and did not include any courtrooms which greatly increased their operational costs since they needed to hire 19 full-time employees to transport prisoners to and from court. Chief Wend encouraged people to contact him if they wanted a tour of Skagit County Jail.

City of Anacortes Mayor Dean Maxwell said that the biggest issue to address was recidivism. He said that legislation does not properly address this expensive issue and he suggested sending a unified message to legislature about the strain this has on the community and that if success was to be achieved, a plan needed to be implemented to find a way to keep prisoners from reoffending.

Chief Wend agreed with Mayor Maxwell. He said that he was not a proponent of locking inmates up and throwing away the key, but of treatment and education programs. He said that mental

health and chemical dependency treatment programs and other programs are needed so that prisoners are provided with the skills that they need so that recidivism decreases. Chief Wend said that he had been in the law and justice field for 30 years and that he has seen a lot of the same people coming back to jail. He said that programs help, and in the end, programs and treatment cost less than perpetually incarcerating people.

City of Sedro-Woolley Councilmember Keith Wagoner believed that the consensus decision-making model was a complicated way to make a decision and that it provided 4 approvals and 1 disapproval for voting on ideas.

Skagit County Administrator Tim Holloran agreed with Councilmember Wagoner but clarified that the goal was to gain some sort of consensus and continue moving forward towards finding a solution. He asked if there were any other ideas for a decision-making model.

City of Sedro-Woolley Supervisor and Attorney Eron Berg suggested 3 options instead of 5: yes, maybe, and no.

Skagit County Administrator Tim Holloran believed that the proposed 5 option scale gave everyone an idea on the decisions being made and helped determine how the majority of the group felt about the issues being voted on. He said that the proposed voting model could be discussed by the Coordinating Council further. He said that the City of Burlington had an issue with using sales tax to finance the project and he said how the matrix could clarify a city's position on issues. Mr. Holloran said that a plan would be brought to the Sheriff and Skagit County Commissioners from the Coordinating Council for a final decision.

Town of Lyman Councilmember Eddie Hills encouraged the formation of the Coordinating Council to move forward on the issue.

City of Mount Vernon Mayor Jill Boudreau said that the City of Mount Vernon appreciated the involvement of Marc Estvold and Susan Musselman. She wanted to acknowledge the frustration that there had been regarding the lack of progress with the project and shared her hopes that political issues would not hinder the project.

Skagit County Administrator Tim Holloran believed that the attendance shown at the meeting displayed everyone's willingness to work together and move forward on the project. He acknowledged that a lot of money had already been spent on the project and a lot of time had passed. He shared that with the passing of that time, they became better educated on the many ways of how *not* to build a jail.

Skagit County Sheriff Will Reichardt said that it appeared that the group agreed on the proposed structure of the Coordinating Council and he asked the cities how many representatives they would want.

Skagit County Administrator Tim Holloran said that the idea was for each city to designate one representative/liaison and one alternate (one vote per entity).

City of Sedro-Woolley Supervisor and Attorney Eron Berg said that he believed one representative made the most sense.

City of Burlington Administrator Bryan Harrison said that he liked having a clear process showing roles and partnering and sharing ideas and he believed the proposed model could work.

City of Anacortes Mayor Dean Maxwell said that he still believed the process was backwards and he asked how the project would be financed and what the costs would be to Skagit County voters. He said that utilizing sales tax would lessen the burden on property owners. He asked for more information on various models and costs.

Project Manager Marc Estvold stated that models and costs and different options would be brought before the Coordinating Council.

Skagit County Administrator Tim Holloran said that all were good questions and that all were factors to be worked on simultaneously since one issue influences another.

Skagit County Sheriff Will Reichardt said that the Coordinating Council would also communicate with their city on upcoming topics and issues to discuss and said that, for example, if financing were to be discussed, the representative/liaison would also invite the cities' Budget/Finance Director.

City of Mount Vernon Councilmember Dale Reagan wanted to be sure that the proposed concept and information being discussed would be shared with each city so that they all understood the process.

Skagit County Administrator Tim Holloran said that the meeting was being taped and that it would be posted online for viewing at any time. He said that this information and a letter to each mayor would be mailed out. He also said that Project Manager Marc Estvold and/or the team would be happy to attend city council meetings upon request and provide information and updates.

City of Burlington Attorney Scott Thomas asked that an 18 month work plan be provided to the cities soon so that they could discuss.

Project Manager Marc Estvold said that a draft work plan with goals and expectations would be provided. He also said that after the Coordinating Council is formed, agendas would also be provided to each member in advance so that they could share it with their city.

Skagit County Administrator Tim Holloran discussed information flow between cities and the Coordinating Council on issues. Perhaps some issues could be discussed outside of the Coordinating Council with mayors and administrators like the fact that the U.S. has a high incarceration, recidivism rate, and questions whether the system was working.

City of Anacortes Mayor Dean Maxwell said that the current situation was not sustainable.

Skagit County Administrator Tim Holloran agreed and said that he believes the current system does not work.

City of Mount Vernon Mayor Jill Boudreau pointed out that a draft work plan would be needed and should be sent to the cities along with the letter from Skagit County asking for their appointed representatives for the Coordinating Council since the scope of topics may factor into who would be appointed.

Skagit County Administrator Tim Holloran agreed with Mayor Boudreau and asked if the cities would be able to make a decision by April 13, 2012 on who to appoint.

The cities believed they could appoint a representative/liaison and alternate by April 13, 2012.

City of Anacortes Councilmember Ryan Walters asked and thought that both the representative and alternate should attend each meeting.

Skagit County Administrator Tim Holloran said it would be left up to each city if one or both representatives would attend each meeting. He clarified that each entity would only have one vote. He said that Chairman Ken Dahlstedt would be the Commissioner who would be involved with the Coordinating Council.

Skagit County Commissioner Sharon Dillon thanked everyone for their attendance.

Skagit County Administrator Tim Holloran said that they were thinking of selecting reoccurring dates for the Coordinating Council meetings and that, if and when necessary, the Coordinating Council could also hold special meetings.

City of Anacortes Mayor Dean Maxwell said that Thursdays might work the best since the cities often have regular Wednesday meetings.

Skagit County Commissioner Ron Wesen thanked everyone for coming to discuss the issue and that Skagit County looked forward to receiving letters from each city listing their representative/liaison. He said that he wanted to work together and form a plan that solved the problem and addressed the needs of the community and citizens.

Skagit County Administrator Tim Holloran said that today's minutes would be mailed to each city along with a DVD of the meeting, the letter requesting their representative/liaison and alternate, the Overcrowded DVD and a draft work plan.

The meeting ended at 2:45 p.m.