

Next Ord: 1772-13
Next Res: 880-13

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 24, 2013

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1 - 35

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. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #76589 to #76690 in the amount of \$483,961.88
 - Payroll Checks #55411 to #55515 in the amount of \$197,752.11
- d. Professional Services Agreement No. 2013-PS-11 for Design Phase Services for the SR9 Lucas to Park Cottage Place Bicycle/Pedestrian Safety Improvements Project - Reichhardt & Ebe Engineering, Inc.

- 4. Public Comment.....37

UNFINISHED BUSINESS

- 5. Skagit County Jail Provisional Agreement (*1st reading - no action*).....39 - 49

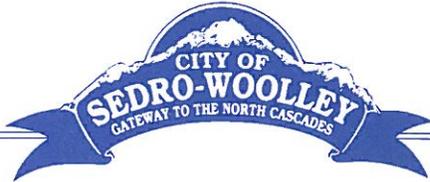
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

APR 24 2013

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



DATE: April 24, 2013
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 24, 2013 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 24 2013

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

CITY OF SEDRO-WOLLEY

Regular Meeting of the City Council
April 10, 2013 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith and Brett Sandström (Late). Staff: Director Nelson, City Supervisor/Attorney Berg, Planning Director Coleman, Fire Chief Klinger and Police Chief Wood.

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

Pledge of Allegiance

Councilmember Sandström arrived.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (including April 3, 2013 Worksession)
- Finance
 - Claim Checks #76502 to #76588 in the amount of \$125,238.49
 - Payroll Checks #55305 to #55410 in the amount of \$261,088.99
- Request for Out of State Travel – Police Department
- Skagit county Relay for Life Committee Request – “Paint the Town Purple”
- Final Acceptance – Contract 2012-PW-16 2012 City Pavement, Pedestrian and Utility Improvements Project – C. Johnson Construction, Inc.

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

Special Recognition/Resolution 878-13 – Honoring Doris J. Allen for a Lifetime of Service to Sedro-Woolley and Wishing her a Happy 100th Birthday

Mayor Anderson read Resolution No. 878-13 honoring Doris J. Allen, wishing her a Happy 100th Birthday and acknowledging her decades of volunteerism with 37,000 hours of community service as a volunteer over 29 years at United General Hospital.

Councilmember Loy moved to pass Resolution No. 878-13. Seconded by Councilmember Splane. Motion carried (6-0).

A round of applause was given for Mrs. Allen who was in the audience.

Public Comment

Julian Pavisi – 519 Sapp Rd., addressed the Council and commented on the state recognition of Sedro-Woolley High School and Lyman Elementary. He also commented on the new street sweeper noting the street is now clean after sweeping. Pavisi requested increased police presence in the vicinity of Sapp Road as people are not stopping at the stop sign. He also addressed the noise ordinance in regards to loud music coming from cars and suggested having an onsite chipper at the yard waste site and sell the chippings.

Elizabeth Fernando – 805 B Metcalf Street, addressed the Council regarding skateboarders riding up and down the sidewalks along Metcalf Street.

UNFINISHED BUSINESS

2012 Comprehensive Plan Docket

Planning Director Coleman reviewed background information for the second reading of the 2012 Comprehensive Plan Docket. He noted no changes from the last meeting.

Council discussion ensued regarding Dunlop Street and annexation procedures.

Councilmember Storrs moved to adopt Ordinance 1770-13 to Adopt Amendments to the Zoning Map and Comprehensive Land Use Map in the Comprehensive Plan. Seconded by Councilmember Galbraith. Motion carried (6-0).

Councilmember Galbraith moved to adopt Resolution 879-13 to show City council support for the future applications to Skagit County for a reconfiguration of the City UGA as reviewed and recommended by the Sedro-Woolley Planning Commission. Seconded by Councilmember Sandström.

Councilmember Wagoner requested clarification as to future rights of the Council.

Motion carried (6-0).

Skagit County Jail Discussion

City Supervisor/Attorney Berg reviewed continued discussions with Skagit County. He noted he had little to report but discussions continue and are looking promising.

NEW BUSINESS

Sidewalk Café Ordinance

Planning Director Coleman introduced the first read of a proposed ordinance for Sidewalk Cafes. He noted the Sedro Woolley Rotary Club proposed the project to partner with local restaurants in the downtown area. The project was run on a trial basis

in 2012. The Sedro-Woolley Rotary Club and owners of Coconut Kenney's restaurant have requested the City allow sidewalk cafes again this season and in future years.

Brock Stiles – Sedro Woolley Rotarian addressed the Council regarding the trial basis of the project. Stiles read a letter from Chai Tan of Coconut Kenney's on the success of the sidewalk cafes and addressed the positive impacts on his business. Stiles requested Council consideration to continue the cafes on a permanent basis.

Council discussion ensued regarding the time frame of the trial ordinance, contacts with other restaurants, opportunities for businesses to make their own business decisions and incorporating a sunset clause.

Councilmember Sandström moved to pass Ordinance 1771-13 An Ordinance Amending the Sedro Woolley Municipal Code to Allow Street and Sidewalk Private Dining Areas (Sidewalk Cafes) for Restaurants in the Central Business District with a Sunset of December 31, 2013. Seconded by Councilmember Galbraith.

Councilmember Wagoner expressed concerns of co-opting public parking that belongs to everybody for the benefit of one business. Further discussion ensued regarding implementing fees, changes to the downtown to attract business, missing opportunities to allow the town to grow and public land for private benefit,

Motion carried (5-1, Councilmember Wagoner opposed).

Stiles noted that the Rotary Club provided the labor to build the platforms at a cost of approximately \$3,000 with materials purchased at local stores.

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Chief Wood – reported they are still working on details of the recent homicide as well as a recent drug operation on Sterling Road which began with people selling drugs within the city limits that led to the Sterling Road location. Wood also reported that he has met with the Bowling Alley regarding the kids hanging out in front of their business. Public Works Director Freiberger – reported on his recent trip to Olympia. He spoke of a missed deadline for the DOT donation of right of way and funding for the SR20/Cook Road project. Freiberger also reviewed the status of various projects.

City Supervisor/Attorney Berg -- announced the upcoming retirement of Shane Walley – Public Works Operations Lead and Reta Stephenson – Utility Billing Clerk. Berg reviewed plans for their replacements. He also reported on another potential retirement within the Police Department and addressed the staffing of the Police Department.

Finance Director Nelson – reported that an RFP will be going out soon for new accounting and billing software. She noted the information gleaned from other cities that have made recent changes. She also noted the Reta Stephenson will return to help with the transition.

Councilmember Sandström – reported on seeing an old stone jail recently on his travels.

Councilmember Galbraith – commented on the great works of Luigi’s crew and their efforts for beautification of the City. He noted their efforts are greatly appreciated.

It was noted that the work crew has provided approximately 10,000 work hours and the program has been a joint effort with the court system.

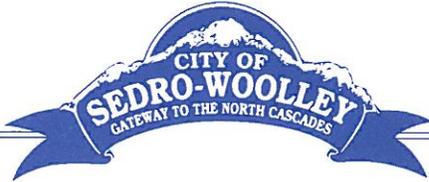
Councilmember Loy – reported on a recent ride along with the Skagit County Sheriff and their positive comments on the Sedro-Woolley Police staff.

Councilmember Galbraith moved to adjourn. Seconded by councilmember Sandström. Motion carried (6-0).

The meeting adjourned at 7:58 P.M.

APR 24 2013

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



DATE: April 24, 2013
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 24, 2013.

Motion to approve Claim Checks #76589 to #76690 in the amount of \$483,961.88.

Motion to approve Payroll Checks #55411 to #55515 in the amount of \$197,752.11.

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
 04/24/2013 (Printed 04/19/2013 09:44)

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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76589	ELLIS, MIKE	TRAVEL	PD	54.00
		WARRANT TOTAL		54.00
76590	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	736.00
		MISC-FILING FEES/LIEN EXP	SAN	672.00
		OPERATING SUPPLIES	SWTR	32.00
		WARRANT TOTAL		1,440.00
76591	ALLIED WASTE SERVICES #197	SOLID WASTE DISPOSAL	SAN	96.65
		WARRANT TOTAL		96.65
76592	ALPINE FIRE & SAFETY	SUPPLIES/BOOKS	PLN	12.67
		SUPPLIES	ENG	12.69
		OFF/OPER SUPPS & BOOKS	INSP	12.67
		WARRANT TOTAL		38.03
76593	A.T.V. ACCESSORIES	OPERATING SUPPLIES	ST	270.50
		OPERATING SUPPLIES	SAN	281.32
		ADVERTISING	SAN	757.40
		WARRANT TOTAL		1,309.22
76594	ARCMATE MANUFACTURING CORP.	OPERATING SUPPLIES	SAN	113.77
		WARRANT TOTAL		113.77
76595	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	2.50
		MISC-LAUNDRY	ST	2.50
		LAUNDRY	SWR	8.33
		LAUNDRY	SWR	8.33
		WARRANT TOTAL		21.66
76596	AWC	TUITION/REGISTRATION	PD	125.00
		WARRANT TOTAL		125.00
76597	ASSOCIATION OF WA CITIES	RETIRED MEDICAL	PD	3,738.63
		WARRANT TOTAL		3,738.63
76598	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	82.61
		AUTO FUEL	CS	150.22
		AUTO FUEL	PD	62.37
		AUTO FUEL	PD	1,745.58
		AUTO FUEL/DIESEL	FD	854.65
		AUTO FUEL/DIESEL	PK	526.22
		AUTO FUEL/DIESEL	ST	246.30
		MAINT OF GENERAL EQUIP	SWR	67.45
		AUTO FUEL/DIESEL	SWR	306.97
		AUTO FUEL/DIESEL	SWR	195.41
		OPERATING SUPPLIES	SAN	1.09
		AUTO FUEL/DIESEL	SAN	2,056.33
		VEHICLE FUEL	SWTR	160.80
		WARRANT TOTAL		6,456.00
76599	BARNETT IMPLEMENT CO. INC	REPAIR/MAINT-EQUIP & BLDG	CEM	108.72

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		108.72
76600	BAY CITY SUPPLY	OPERATING SUPPLIES	SWR	207.54
		WARRANT TOTAL		207.54
76601	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR	1,150.00
		WARRANT TOTAL		1,150.00
76602	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	166.63
		WARRANT TOTAL		166.63
76603	CASCADE NATURAL GAS CORP.	PUBLIC UTILITIES	PD	51.82
		PUBLIC UTILITIES	FD	233.87
		UTILITIES - SHOP	PK	45.61
		PUBLIC UTILITIES-CITY HALL	PK	1,278.39
		PUBLIC UTILITIES	SWR	27.43
		WARRANT TOTAL		1,637.12
76604	CITIES INSURANCE ASSOC.	INSURANCE	ENG	294.39
		INSURANCE	PD	275.01
		INSURANCE	SAN	289.10-
		INSURANCE	SAN	278.54-
		WARRANT TOTAL		1.76
76605	COLLINS OFFICE SUPPLY, INC	OFFICE/OPERATING SUPPLIES	PD	34.05
		WARRANT TOTAL		34.05
76606	CRAWFORD GARAGE DOORS INC	REPAIRS/MAINT-EQUIP	FD	124.55
		REPAIRS/MAINT-BUILDING	SAN	124.43
		WARRANT TOTAL		248.98
76607	CREDO GRAPHICS	COMMUNICATION	EXE	1,460.00
		WARRANT TOTAL		1,460.00
76608	CRYSTAL SPRINGS	OPERATING SUPPLIES	SWR	34.00
		WARRANT TOTAL		34.00
76609	DAVID EVANS & ASSOC INC	ENG SR20 COOK RD REALIGN	ART	50,290.94
		ENG-SR20/COOK REALIGN SKAT	AST	184.60
		ENG-SR20/COOK REALIGN PUD	ART	1,779.69
		ENG-SR20/COOK REALIGN PSE	ART	366.16
		WARRANT TOTAL		52,621.39
76610	E & E LUMBER	OFFICE/OPERATING SUPPLIES	CWP	5.58
		OFFICE/OPERATING SUPPLIES	CWP	16.35
		OPERATING SUP - COMM CENTER	PK	27.80
		REPAIRS/MT-RIVERFRONT	PK	104.49
		REPAIRS/MT-RIVERFRONT	PK	9.76
		REPAIR/MAINT SKATEPARK	PK	21.25
		BUILDINGS & STRUCTURES	PK	14.10
		BUILDINGS & STRUCTURES	PK	1.02-
		BUILDINGS & STRUCTURES	PK	46.24

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BUILDINGS & STRUCTURES	PK	9.65-
		BUILDINGS & STRUCTURES	PK	247.51
		BUILDINGS & STRUCTURES	PK	6.90
		BUILDINGS & STRUCTURES	PK	12.18
		REPAIR/MAINT-EQUIP & BLDG	CEM	34.04
		REPAIR/MAINTENANCE-EQUIP	ST	18.30
		OPERATING SUPPLIES	SAN	78.73
		REPAIRS/MAINTENANCE	SWTR	31.38
		WARRANT TOTAL		663.94
76611	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	168.00
		PROFESSIONAL SERVICES	SWR	294.00
		COLLECTION SERVICES	SWR	35.00
		WARRANT TOTAL		497.00
76612	EMERGENCY MEDICAL PRODUCTS INC	OFFICE/OPERATING SUPPLIES	PD	305.25
		OPERATING SUPPLIES	FD	180.68
		WARRANT TOTAL		485.93
76613	GLEASON, JOHN M.	PROSECUTING ATTORNEY	LGL	2,500.00
		WARRANT TOTAL		2,500.00
76614	FRONTIER	TELEPHONE	JUD	35.94
		TELEPHONE	EXE	53.91
		TELEPHONE	FIN	53.91
		TELEPHONE	LGL	23.96
		TELEPHONE	IT	17.97
		TELEPHONE	PLN	17.97
		TELEPHONE	ENG	41.93
		TELEPHONE	PD	179.99
		TELEPHONE	FD	65.89
		TELEPHONE	FD	132.96
		TELEPHONE	INSP	17.97
		TELEPHONE	PK	11.98
		UTILITIES-COMMUNITY CTR	PK	2.83
		TELEPHONE	ST	5.99
		TELEPHONE	LIB	29.95
		TELEPHONE	SWR	47.92
		TELEPHONE	SAN	23.96
		WARRANT TOTAL		845.03
76615	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	105.00
		FIRE/THEFT PROTECTION	FD	330.00
		OPERATING SUP - COMM CENTER	PK	165.00
		OPERATING SUP - SENIOR CTR	PK	165.00
		OPERATING SUP - CITY HALL	PK	210.00
		OPERATING SUPPLIES	SWR	210.00
		WARRANT TOTAL		1,185.00
76616	HANDY'S HEATING, INC.	REPAIR/MAINT-CITY HALL	PK	108.75
		WARRANT TOTAL		108.75

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76617	HONEY BUCKET	PUBLIC UTILITIES-CITY HALL	PK	75.00
		WARRANT TOTAL		75.00
76618	INGRAM LIBRARY SERVICES	BOOKS & MATERIALS	LIB	57.23
		BOOKS & MATERIALS	LIB	22.40
		BOOKS & MATERIALS	LIB	32.46
		BOOKS & MATERIALS	LIB	134.48
		BOOKS & MATERIALS	LIB	220.75
		BOOKS & MATERIALS	LIB	18.90
		BOOKS - SKAGIT COUNTY	LIB	1,343.04
		WARRANT TOTAL		1,829.26
76619	JOB SHOP INC. (THE)	CONTAINERS	SAN	1,088.15
		CONTAINERS	SAN	154.19
		WARRANT TOTAL		1,242.34
76620	JOHN, RONALD	RETIRED MEDICAL	PD	385.82
		WARRANT TOTAL		385.82
76621	KAMB, THOMAS R	CONFLICT COUNCIL	LGL	300.00
		WARRANT TOTAL		300.00
76622	KCDA PURCHASING COOPERATIVE	SUPPLIES/BOOKS	PLN	42.93
		SUPPLIES	ENG	42.93
		OFF/OPER SUPPS & BOOKS	INSP	42.93
		WARRANT TOTAL		128.79
76623	KESSELRING'S	AMMUNITION	PD	1,559.52
		WARRANT TOTAL		1,559.52
76624	KROESEN'S INC.	UNIFORMS	FD	36.19
		UNIFORMS	FD	99.88
		UNIFORMS	FD	257.52
		WARRANT TOTAL		393.59
76625	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	116.00
		WARRANT TOTAL		116.00
76626	LAUTS INC.	SOLID WASTE DISPOSAL	SAN	44.55
		WARRANT TOTAL		44.55
76627	LEE, DAVID	TRAVEL	ENG	15.14
		WARRANT TOTAL		15.14
76628	LEED	EQUIPMENT	SI	2,458.95
		WARRANT TOTAL		2,458.95
76629	LITHTEX NW	SUPPLIES	FIN	234.60
		SUPPLIES	FIN	236.03
		SUPPLIES/BOOKS	PLN	13.04
		SUPPLIES	ENG	13.03
		OFF/OPER SUPPS & BOOKS	INSP	13.03

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		509.73
76630	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	70.33
		WARRANT TOTAL		70.33
76631	MCCANN, WILLIAM R.	INDIGENT DEFENDER	LGL	3,000.00
		WARRANT TOTAL		3,000.00
76632	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	524.82
		VEHICLES	PD	1,096.00
		VEHICLES	PD	211.75
		WARRANT TOTAL		1,832.57
76633	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	227.64
		WARRANT TOTAL		227.64
76634	MOSKOWITZ, DEBORAH	COMMUNITY GRANT PROGRAM	LIB	275.00
		WARRANT TOTAL		275.00
76635	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	2,912.26
		WARRANT TOTAL		2,912.26
76636	MOTOR TRUCKS, INC.	REPAIRS/MAINT-EQUIP	SAN	781.47
		WARRANT TOTAL		781.47
76637	NELSON, PATSY	EMPLOYEE WELLNESS	FIN	90.00
		MISC-TUITION/REGISTRATION	FIN	81.00
		WARRANT TOTAL		171.00
76638	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	198.08
		WARRANT TOTAL		198.08
76639	NORTHEND TRUCK EQUIPMENT INC.	EQUIP & VEHICLES - STREETS ERR		24,497.56
		WARRANT TOTAL		24,497.56
76640	NORTHUP GROUP/DR. BILL EKEMO	PROFESSIONAL SERVICES	CIV	340.00
		WARRANT TOTAL		340.00
76641	OASYS	OPERATING RENTALS/LEASES	FIN	696.98
		SUPPLIES/BOOKS	PLN	170.93
		SUPPLIES	ENG	341.86
		OFF/OPER SUPPS & BOOKS	INSP	170.93
		WARRANT TOTAL		1,380.70
76642	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	PK	142.91
		SAFETY EQUIPMENT	SWR	160.80
		WARRANT TOTAL		303.71
76643	OWEN EQUIPMENT COMPANY	TUITION/TRAINING	SWTR	658.67
		WARRANT TOTAL		658.67
76644	PARTSMASTER	SMALL TOOLS & MINOR EQUIP	SWR	34.73

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		34.73
76645	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	11.06
		PROFESSIONAL SERVICES	LIB	24.00
		PROGRAMMING GRANTS	LIB	22.74
		POSTAGE	LIB	2.84
		WARRANT TOTAL		60.64
76646	PITNEY BOWES	OPERATING RENTALS/LEASES	FIN	47.34
		POSTAGE	PLN	47.33
		POSTAGE	ENG	47.33
		POSTAGE	PD	47.34
		POSTAGE	FD	47.33
		POSTAGE	INSP	47.33
		WARRANT TOTAL		284.00
76647	PUGET SOUND ENERGY	PUBLIC UTILITIES	ST	1,950.69
		WARRANT TOTAL		1,950.69
76648	RICOH USA, INC.	MACHINERY & EQUIPMENT	PD	2,251.10
		SMALL TOOLS & MINOR EQUIP	FD	2,251.10
		WARRANT TOTAL		4,502.20
76649	ROHLINGER ENTERPRISES, INC.	MAINTENANCE CONTRACTS	SWR	24.51
		WARRANT TOTAL		24.51
76650	SALYER, DOUGLAS	RETIRED MEDICAL	PD	71.20
		WARRANT TOTAL		71.20
76651	SEAWESTERN FIRE FIGHTING EQUIP.	OPERATING SUPPLIES	FD	19.10
		WARRANT TOTAL		19.10
76652	SEDRO-WOLLEY AUTO PARTS	REPAIR/MAINTENANCE-EQUIP	ST	314.45
		REPAIR/MAINTENANCE-EQUIP	ST	410.51
		REPAIR/MAINTENANCE-EQUIP	ST	19.74
		MAINTENANCE OF VEHICLES	SWR	17.52
		OPERATING SUPPLIES	SWR	2.36
		WARRANT TOTAL		764.58
76653	SEDRO-WOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	292.19
		WARRANT TOTAL		292.19
76654	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	4,744.28
		MISC-FILING FEES/LIEN EXP	SAN	2,327.75
		OPERATING SUPPLIES	SWTR	308.03
		WARRANT TOTAL		7,380.06
76655	SKAGIT COUNTY AUDITOR	VOTER REGISTRATION COSTS	LGS	7,430.53
		WARRANT TOTAL		7,430.53
76656	SKAGIT CD	CONTRACTED SERVICES	SWTR	930.25
		WARRANT TOTAL		930.25

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 04/24/2013 (Printed 04/19/2013 09:44)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
76657	SK. CO. COM ACTION AGENCY	SKAGIT COMM ACTION AGENCY	HLT	2,495.26
		WARRANT TOTAL		2,495.26
76658	SKAGIT CO. DISTRICT COURT	DISTRICT COURT SURCHARGE	JUD	1,719.00
		WARRANT TOTAL		1,719.00
76659	SKAGIT CO. PUBLIC WORKS	SOLID WASTE DISPOSAL	SAN	40,547.76
		WARRANT TOTAL		40,547.76
76660	SKAGIT CO. PUBLIC WORKS	SKAGIT CO SOLID WASTE	SWR	122.00
		WARRANT TOTAL		122.00
76661	SKAGIT FARMERS SUPPLY	OPERATING SUP - RIVERFRONT	PK	113.65
		OPERATING SUPPLIES-PROPANE	ST	16.79
		OFFICE SUPPLIES	SWR	34.63
		OPERATING SUPPLIES	SWR	34.63
		WARRANT TOTAL		199.70
76662	SKAGIT REGIONAL CLINICS	PROF SERVICE-MEDICAL EXAMS	FD	145.00
		WARRANT TOTAL		145.00
76663	SKAGIT SOILS	RECYCLING - YARD WASTE	SAN	203.70
		WARRANT TOTAL		203.70
76664	SKAGIT SURVEYORS &	ENG-THIRD STREET OVERLAY		3,278.44
		ENG-THIRD ST SIDEWALKS	AST	1,092.81
		WARRANT TOTAL		4,371.25
76665	SK. VALLEY BARK & TOPSOIL, INC.	REPAIR/MAINT-CITY HALL	PK	242.59
		WARRANT TOTAL		242.59
76666	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	50.00
		LEGAL PUBLICATIONS	LGS	50.00
		PROFESSIONAL SERVICES	FIN	215.60
		WARRANT TOTAL		315.60
76667	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	16.23
		MISC-LAUNDRY	FD	17.85
		WARRANT TOTAL		34.08
76668	STAPLES BUSINESS ADVANTAGE	SUPPLIES	FIN	84.22
		SUPPLIES	FIN	27.27
		SUPPLIES	FIN	41.77
		OFFICE/OPERATING SUPPLIES	PD	34.53
		OFFICE/OPERATING SUPPLIES	PD	63.60
		OFFICE SUPPLIES	SWR	131.40
		WARRANT TOTAL		382.79
76669	STILES & STILES	MUNICIPAL COURT JUDGE	JUD	2,728.00
		WARRANT TOTAL		2,728.00
76670	S & W ROCK PRODUCTS, INC.	REPAIR/MT-METCALF BALL PARK	PK	1,168.56

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,168.56
76671	SWISSPHONE LLC	PROFESSIONAL SERVICES	FD	61.34
		WARRANT TOTAL		61.34
76672	TRUE VALUE	OPERATING SUPPLIES	FD	16.22
		OPERATING SUPPLIES	FD	16.23
		REPAIRS/MT-RV PARK	PK	51.19
		REPAIR/MT-BINGHAM PARK	PK	25.97
		REPAIR/MAINT-CITY HALL	PK	93.60
		BUILDINGS & STRUCTURES	PK	33.68
		OPERATING SUPPLIES	ST	9.73
		OPERATING SUPPLIES	ST	7.57
		REPAIR/MAINTENANCE-EQUIP	ST	35.74
		OPERATING SUPPLIES	SWR	24.22
		OPERATING SUPPLIES	SWR	12.97
		OPERATING SUPPLIES	SWR	22.73
		OPERATING SUPPLIES	SWR	3.24
		OPERATING SUPPLIES	SAN	20.58
		WARRANT TOTAL		373.67
76673	US BANK -- PURCHASE CARDS	COMMUNICATION	EXE	54.25
		COMMUNICATION	EXE	120.17
		MEALS/TRAVEL	EXE	23.23
		EMPLOYEE WELLNESS (MEALS)	EXE	14.97
		EMPLOYEE WELLNESS (MEALS)	EXE	10.35
		REPAIR & MAINTENANCE SUP	IT	82.77
		NETWORK HARDWARE	IT	757.39
		NETWORK HARDWARE	IT	176.96
		AUTO FUEL	CS	40.70
		TRAVEL	ENG	1.50
		TRAVEL	ENG	109.59
		TUITION/REGISTRATION	PD	550.00
		TUITION/REGISTRATION	PD	220.00
		OFFICE/OPERATING SUPPLIES	PD	54.10
		PROFESSIONAL SERVICES	PD	10.00
		PUBLIC EDUCATION SUPPLIES	PD	402.80
		TRAVEL	PD	20.03
		TRAVEL	PD	105.81
		OPERATING SUPPLIES	FD	186.00
		REPAIRS/MAINT-DORM	FD	266.28
		REPAIRS/MAINT-DORM	FD	262.28
		MISC-TUITION/REGISTRATION	INSP	347.76
		SAFETY EQUIPMENT	PK	299.71
		REPAIR/MT-MEMORIAL PARK	PK	941.34
		RESOURCE CONSERVATION	PK	377.62
		RESOURCE CONSERVATION	PK	90.43
		MISC-DUES/SUBSCRIPTIONS	PK	25.98
		BUILDINGS & STRUCTURES	PK	52.10
		BUILDINGS & STRUCTURES	PK	27.02
		BUILDINGS & STRUCTURES	PK	103.85
		BUILDINGS & STRUCTURES	PK	328.64

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BUILDINGS & STRUCTURES	PK	71.41
		MISC-TUITION/REGISTRATION	ST	43.96
		MISC-TUITION/REGISTRATION	ST	45.88
		EARLY LITERACY PROGRAM	LIB	137.00
		EARLY LITERACY PROGRAM	LIB	118.09
		POSTAGE	LIB	73.60
		BOOKS - SKAGIT COUNTY	LIB	125.13
		BOOKS - SKAGIT COUNTY	LIB	272.89
		MEALS/TRAVEL	SWR	32.00
		MEALS/TRAVEL	SWR	32.38
		MEALS/TRAVEL	SWR	28.23
		MEALS/TRAVEL	SWR	22.77
		MISC-TUITION/REGISTRATION	SWR	525.00
		MISC-TUITION/REGISTRATION	SWR	226.02
		OFFICE SUPPLIES	SAN	625.32
		WARRANT TOTAL		6,588.07
76674	US BANK -- PURCHASE CARDS	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
76675	USA BLUE BOOK	MAINT OF GENERAL EQUIP	SWR	235.27
		WARRANT TOTAL		235.27
76676	USDA	PRINCIPAL PAYMENT USDA	ERR	250,000.00
		WARRANT TOTAL		250,000.00
76677	UTIL UNDERGROUND LOC CTR	OPERATING SUPPLIES	SWR	21.16
		WARRANT TOTAL		21.16
76678	VANDERLINDEN, ROBERT	PROFESSIONAL SERVICES	INSP	150.00
		WARRANT TOTAL		150.00
76679	VISION FORMS, LLC	POSTAGE	SWR	1,568.63
		POSTAGE	SAN	748.11
		POSTAGE	SWTR	96.53
		WARRANT TOTAL		2,413.27
76680	WA STATE DEPT OF L & I	INDUSTRIAL INSURANCE	JUD	12.23
		INDUSTRIAL INSURANCE	PD	44.10
		INDUSTRIAL INSURANCE	PD	284.00
		INDUSTRIAL INSURANCE	PD	304.88
		INDUSTRIAL INSURANCE	PK	7.98
		WARRANT TOTAL		653.19
76681	WA ST DEPT OF RETIREMENT	SOCIAL SECURITY	PD	26.48
		WARRANT TOTAL		26.48
76682	WA STATE DEPT OF REVENUE	NETWORK HARDWARE	IT	13.44
		MACHINERY & EQUIPMENT	PD	2.46
		OPERATING SUPPLIES	FD	31.30
		REPAIRS/MAINT-EQUIP	FD	11.18
		TAXES AND ASSESSMENTS	PK	41.22

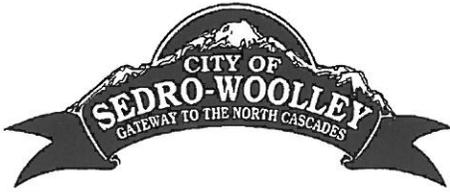
WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TAXES AND ASSESSMENTS	CEM	224.55
		OPERATING SUPPLIES	ST	53.32
		PROGRAMMING GRANTS	LIB	14.99
		TAXES & ASSESSMENTS	LIB	9.81
		BOOKS - SKAGIT COUNTY	LIB	3.69
		TAXES & ASSESSMENTS	SWR	5,833.09
		TAXES & ASSESSMENTS	SAN	5,981.31
		WARRANT TOTAL		12,220.36
76683	WA ASPHALT PAVEMENT ASSOC.	TUITION/REGISTRATION	ENG	90.00
		WARRANT TOTAL		90.00
76684	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	165.00
		PROFESSIONAL SERVICES	PK	20.00
		WARRANT TOTAL		185.00
76685	WAPATO POLICE DEPARTMENT	PRISONERS	PD	1,000.00
		WARRANT TOTAL		1,000.00
76686	WASTE MANAGEMENT OF SKGT	RECYCLING - HOUSEHOLD	SAN	7,945.33
		WARRANT TOTAL		7,945.33
76687	WEST PAYMENT CTR	WESTLAW SERVICES	LGL	241.66
		WARRANT TOTAL		241.66
76688	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF LINES	SWR	44.27
		REPAIRS/MAINT-EQUIP	SAN	28.62
		OPERATING SUPPLIES	SAN	142.74
		WARRANT TOTAL		215.63
76689	DICK, JOY	SPACE/FACILITY RENT-RV PARKS		30.00
		WARRANT TOTAL		30.00
76690	SKAGIT VALLEY FARM LLC	GENERAL BUSINESS LICENSES		35.00
		WARRANT TOTAL		35.00
		RUN TOTAL		483,961.88

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	52,108.02
101	PARK FUND	6,682.55
102	CEMETERY FUND	367.31
103	STREET FUND	3,454.47
104	ARTERIAL STREET FUND	56,992.64
105	LIBRARY FUND	2,950.05
108	STADIUM FUND	292.19
109	SPECIAL INVESTIGATION FUND	2,458.95
401	SEWER FUND	17,662.86
412	SOLID WASTE FUND	64,277.62
425	STORMWATER	2,217.66
501	EQUIPMENT REPLACEMENT FUND	274,497.56
TOTAL		483,961.88

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
04/24/2013 (Printed 04/19/2013 09:44)

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DEPARTMENT	AMOUNT
001 000 000	35.00
001 000 011	7,530.53
001 000 012	4,611.17
001 000 013	1,736.38
001 000 014	1,808.72
001 000 015	6,087.55
001 000 016	340.00
001 000 017	1,048.53
001 000 018	273.53
001 000 019	304.87
001 000 020	1,010.39
001 000 021	15,463.31
001 000 022	5,647.40
001 000 024	3,714.88
001 000 062	2,495.26
FUND CURRENT EXPENSE FUND	52,108.02
101 000 000	30.00
101 000 076	6,652.55
FUND PARK FUND	6,682.55
102 000 036	367.31
FUND CEMETERY FUND	367.31
103 000 042	3,454.47
FUND STREET FUND	3,454.47
104 000 042	56,992.64
FUND ARTERIAL STREET FUND	56,992.64
105 000 072	2,950.05
FUND LIBRARY FUND	2,950.05
108 000 019	292.19
FUND STADIUM FUND	292.19
109 000 021	2,458.95
FUND SPECIAL INVESTIGATION FUND	2,458.95
401 000 035	17,662.86
FUND SEWER FUND	17,662.86
412 000 037	64,277.62
FUND SOLID WASTE FUND	64,277.62
425 000 031	2,217.66
FUND STORMWATER	2,217.66
501 000 048	274,497.56
FUND EQUIPMENT REPLACEMENT FUND	274,497.56
TOTAL	483,961.88



CITY COUNCIL AGENDA
REGULAR MEETING

APR 24 2013

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

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

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreement No. 2013-PS-11 for Design Phase Services for the SR9 Lucas to Park Cottage Place Bicycle/Pedestrian Safety Improvements Project**
Reichhardt & Ebe Engineering, Inc.
DATE: April 18, 2013 (for Council action April 24, 2013)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreement No. 2013-PS-11 with Reichhardt & Ebe Engineering, Inc. of Sedro-Woolley, WA to provide engineering services to support city design of the SR9 Lucas to Park Cottage Place Bicycle/Pedestrian Safety Improvements Project in the amount of \$24,755?

BACKGROUND/DISCUSSION

Attached is the proposed Professional Services agreement 2012-PS-11. This agreement is for structural engineering design for the pedestrian crossing of Brickyard Creek associated with the project. David Lee is providing design for the overall project, but needs structural engineering support for the creek crossing. We have explored several options for the crossing, including a Contech designed system and a pier system by Janicki Industries, but found these to be cost prohibitive. Reichhardt & Ebe provided a preliminary design and construction estimate for a raised concrete structure as noted in the attachments that appears to be within the project budget. In order to complete the project design and confirm the estimated construction cost, detailed structural design is the next step.

The breakdown of the cost estimate is shown on Exhibit B attached to the Agreement. The work will be done on a cost not to exceed basis. The total for the agreement is \$24,755.

ANALYSIS

REVENUE

Safe Routes to Schools Grant	\$ 400,000
City match from GMA Impact Fee Fund	\$ 44,000
Total Revenue	\$ 444,000

ESTIMATED COST

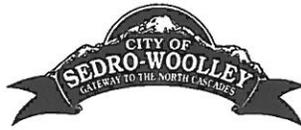
Preliminary Construction Cost including Contingency	\$ 368,756
City Design	\$ 11,945
Geotechnical	\$ 5,500
Surveying	\$ 1,800
Structural Design (this request)	\$ 24,755
Construction Engineering (City staff & Survey & Geotech)	\$ 31,244
Total Estimated Cost	\$ 444,000

The current construction estimate includes \$96,250 for the Brickyard Creek crossing. This may change depending on the final design and geotechnical engineering recommendations for the foundations.

The timeline for completion is tight. We are committed to having this project constructed in 2013. In order to stay on schedule, we need to proceed with the pedestrian crossing design as soon as possible. R&E is available to start on the work immediately.

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreement 2013-PS-11 with Reichhardt & Ebe, Inc. of Linden, WA to provide engineering services to support the city design of the SR9 Lucas to Park Cottage Bicycle/Pedestrian Safety Improvements Project in the amount of \$24,755.



PROFESSIONAL SERVICES AGREEMENT No. 2013-PS-11
(To be used for engineering, professional, and consultant services)

This Agreement made and entered into this 25th day of **April, 2013** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Reichhardt & Ebe Engineering Inc.**, whose address is **813 Metcalf Street, Sedro-Woolley, WA 98284**, hereinafter referred to as the “Contractor”.

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

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

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

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

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

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Structural Engineering Design to support the SR9 Pedestrian/Bicycle Safety Improvements Project, Lucas Drive to Park Cottage Place per Attachment A Scope of Work.**

2. Relationship of Parties.

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

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

3. Time of Performance.

The service of the Contractor is to commence

on or before **April 25, 2013**

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

[x] not later than **May 20, 2013**

[] 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.

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

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

Cost not to exceed **\$24,755** 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.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$2 Million**) as are acceptable to the City.

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**) 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.

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.

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

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 **25th** day of **April, 2013**.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Reichhardt and Ebe Engineering Inc.

By: _____

EXHIBIT A
CITY OF SEDRO-WOOLLEY
SR9 SIDEWALK EXTENSION, LUCAS TO SAPP ROAD
SCOPE OF WORK
PLANS, SPECIFICATIONS AND ESTIMATE

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (CONSULTANT) will provide professional services to the City of Sedro-Woolley (CITY) for the development of the plans, specifications and compilation of contract documents for contractor bidding on the SR9 Sidewalk Extension, Lucas to Sapp Road project. The proposed improvements are anticipated to include constructing a raised 5ft wide cement concrete sidewalk between Lucas Drive and Sapp Rd on the west side of SR9 on an existing earthen shoulder behind existing guard rail. The design and construction is funded with state Safe Routes to School and local City funds.

The scope of work for this project will include the preparation of bid-ready engineering Plans, Specifications and an Engineers Estimate (PS&E) based upon the attached conceptual approach to constructing the raised sidewalk. Upon completion of the PS&E phase of the project, the CONSULTANT and CITY will determine the scope of services and associated fee for the construction administration phase of this project.

II. SCHEDULE

To facilitate the CITY's timeframe requirements, the following general 5-week milestone schedule is being provided. Upon receiving a formal notice to proceed, the CONSULTANT and CITY will determine specific dates appropriate for the milestone items.

Notice to Proceed

Week 1 – Kick off meeting

Week 3 - 60% Submittal for CITY review (2-day review period anticipated)

Week 4 - 90% Submittal for CITY review (2-day review period anticipated)

Week 5 - 100% Submittal (35 days following Kick off meeting)

Week 6 - Develop scope of work and man-hour estimate for construction phase.

III. ASSUMPTIONS

This scope of work is based on the following assumptions:

1. The plans will be prepared utilizing the CONSULTANT's internally developed standards
2. The CITY will provide a list of utilities and other agencies having jurisdiction in the project area. The CITY will coordinate and obtain as-constructed/record drawings from the utility companies and other jurisdictional agencies in the project area as needed to facilitate the design.
3. The CITY will contract and provide the CONSULTANT all necessary field survey data (i.e. base mapping, topographic survey) as well as survey data review necessary for this scope of work.
4. The CITY will provide all survey information in DWG format at or prior to the kick-off meeting for the CONSULTANT to maintain the project schedule.
5. The CITY will contract and provide the CONSULTANT all necessary geotechnical information necessary for the CONSULTANT's design.
6. The initially anticipated geotechnical information needed to complete the CONSULTANT's design will be submitted to the CITY at the kick-off meeting. The CITY will provide the CONSULTANT the requested geotechnical information 1-week following the CONSULTANT's initial request. The CONSULTANT may request additional geotechnical information as the design progresses if deemed necessary.
7. A Washington state Structural Engineer (S.E) certification will not be a requirement for design elements that are structural in nature for this project. The CITY will confirm that a Washington state Professional Engineer (P.E.) certification is adequate and inform the CONSULTANT a minimum of 3-weeks prior to any needed plan or specification S.E. certification. If a Structural Engineering certification is deemed necessary, additional subconsultants and a supplement to this agreement will be necessary.
8. The CITY will obtain all required permits (i.e. WSDOT, SEPA, Construction, etc.) and perform all coordination with outside agencies (i.e. D.O.E, WSDOT, etc).
9. All work will be within CITY or WSDOT Right of Way (R.O.W.) and no additional; R.O.W., easements, or Rights-of-Entry, are required to perform the construction work.
10. If necessary, Rights-of-entry upon all lands necessary for the performance of the CONSULTANT work will be obtained by the CITY.
11. No channelization, signal design and/or traffic analysis is included in this scope of services
12. Public meetings, public notifications, individual meetings with property owners, announcements, etc., is not included in this scope of work. If these services are desired, work will be performed on a time a material basis and a supplement to this scope of work may be necessary.
13. The CONSULTANT scope of work and man hour estimate for the construction phase of this project will be determined at the completion of the design phase of the project.
14. The CONSULTANT reserves the opportunity to shift budget between work tasks as necessary to complete this scope of services.

IV. WORK TASKS

1.0 – PROJECT ADMINISTRATION

Meetings

The CONSULTANT shall facilitate and conduct the meetings as described below. Assumptions as to the number of meeting conducted are indicated.

- (1) Kick-Off Meeting
- (1) 60% Review Meeting
- (1) 90% Review Meeting

Progress Reports & Invoicing

The CONSULTANT shall prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. The CONSULTANT shall submit these monthly progress reports to the CITY with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed.

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

Quality Control / Quality Assurance

The CONSULTANT shall implement a quality control/quality assurance program consisting of regular coordination meetings with CONSULTANT and Subconsultant staff, in-house review of design elements and contract documents as well as CITY review of design elements and contract documents.

Products and Deliverables:

- Meeting notes and Minutes
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

2.0 – DESIGN SURVEY AND BASE MAP

Design Survey

The CONSULTANT will utilize CITY provided survey data and base maps for preparation of the projects plans. Additional survey data will be identified and requested as needed to facilitate the design.

Base Map

The CONSULTANT will reformat the CITY provided base map as necessary to the CONSULTANT's internal company drafting standards and create a three dimensional electronic surface representing existing field conditions. The CONSULTANT will conduct site visits as necessary to review elements of the base map. The CONSULTANT base map will be developed in a CIV3D 2012 format.

3.0 – ENVIRONMENTAL PERMITTING

It is anticipated this project will be categorically exempt from stormwater permitting requirements. The CONSULTANT will provide support, coordinate, and correspond with the CITY's Environmental Consultant or staff as needed during the permitting process. The CONSULTANT has assumed a level of effort for this item as shown in Exhibit B. The CONSULTANT will provide services up to the level of effort assumed. If further effort is required and/or desired by the CITY, a contract supplement may be necessary.

4.0 – DRAINAGE DESIGN

No drainage design is included in this project. The CONSULTANT shall prepare a memo to the file documenting the drainage requirements per the applicable Stormwater Management Manual for Western Washington or the WSDOT Hydraulics Manual as applicable.

5.0 – PLANS, SPECIFICATIONS, and ESTIMATE (PS&E):

Design Standards

All PS&E work shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications:

1. Standard Specifications for Road, Bridge, and Municipal Construction, (2012)
2. Standard Plans for Road, Bridge, and Municipal Construction
3. Local Agency Guidelines
4. Design Manual
5. Highway Runoff Manual
6. Construction Manual
7. Traffic Manual
8. Amendments to the Standard Specifications and General Special Provisions

DOE Publications:

2005 Stormwater Management Manual for Western Washington

AASHTO Publications:

1. A Policy on Geometric Design of Highways and Streets (2011)
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

The analyses, design, plans, specifications, and estimates performed or prepared as part of the project will be in English units.

Plans

The CONSULTANT will prepare plan sheets directly pertaining to the work performed under the agreed upon scope of work necessary to facilitate construction. Plan presentation and format shall be at the discretion of the CONSULTANT and meet industry standards for acceptability. Products and deliverables are as follows:

At 60% milestone submittal to CITY:

- Electronic full sized (22x34) PDF of project plans
- (1) half-sized (11x17) copies of project plans

At 90% milestone submittal to CITY:

- Electronic full sized (22x34) PDF of project plans
- (1) half-sized (11x17) copies of project plans

At 100% completion submittal to CITY:

- Electronic full sized (22x34) PDF of project plans
- (2) half-sized (11x17) copies of project plans
- (1) full sized (22x34) copies of project plans
- (1) full size (22x34) original of project plans

Project Specifications

Project specifications, amendments to the special provisions, and special provisions will be prepared in accordance with the American Public Works Association Washington State Chapter, Washington State Department of Transportation Specifications requirements. Applicable CITY specific Division 1 and contract documents will be incorporated into the Bid package. Contract documents will be submitted to the CITY for review and comment at the 60 & 90-percent milestones. CITY comments will be addressed and the project contract documents will be finalized for bidding. Project specifications will also be reviewed by R&E utilizing in-house QA/QC procedures. Products and deliverables are as follows:

- 60% Milestone Submittal to CITY:
 - Electronic Word .doc format of project special provisions for CITY comment
 - Electronic copy in PDF format of draft project specifications
- 90% Milestone Submittal to CITY:
 - Electronic Word .doc format of project special provisions for CITY comment
 - Electronic copy in PDF format of draft project specifications
- 100% Project Submittal to CITY:
 - (1) Bound copy of project specifications
 - (1) Bound original of project specifications

Estimates

The CONSULTANT will determine quantities and prepare a preliminary cost estimate for submittal to the CITY for review. Products and deliverables are as follows:

- Preliminary engineers estimate at 90% submittal
- Final engineers estimate at 100% submittal

6.0 – SUBCONSULTANTS

The CONSULTANT will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided budgets for their services as identified in the attached Exhibit(s):

- Structural Element Design

7.0 – REIMBURSABLES

The attached man hour estimate provides budgeted amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursables.

V. SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in above sections. This work may include additional design services and/or construction contract administration services, both of which may include the use of existing or additional subconsultants.

EXHIBIT B Consultant Fee

CITY OF SEDRO-WOOLEY, SR9 SIDEWALK EXTENSION (LUCAS TO SAPP RD.)
Man-Hour and Cost Estimate
REICHHARDT & EBE ENGINEERING, INC.

R&E Job #: TBD
 Date: April 16, 2013

SR9 Sidewalk Extension (Lucas to Sapp Rd) -Design Services-

Task No.	Task Description	Nathan		Cody		Ben		Russ		Debbie		Susan	
		Engr. Level VII	Engr. Level VI	Engr. Level VI	Engr. Level V	Engr. Level IV	Engr. Level III	Cler. Level IV	Cler. Level III	Cler. Level IV	Cler. Level III	Cler. Level II	Cler. Level I
1.00	General Administration												
1.01	Administrative Correspondence												4
1.02	Project Reports & Invoicing				2						2		1
1.03	Project Tracking & Coordination				1								2
1.04	Project Meetings (3 @ 1 Hr Each.)				3		3						
1.05	General Administration		1	1									2
	Sub-Total		1	7	3	0	2						9
2.00	Design Survey & Base Maps												
2.01	Coordination / Correspondence			1				1					
2.02	Formatting							4					
2.03	Field Verifications			1		1							
2.04	QA/QC	1	1	1	1	2							
	Sub-Total	1	3	2	7	0	0						0
3.00	Environmental Permitting												
3.01	Coordination / Correspondence					2							
3.02	Exhibits					1	1						
3.03	QA/QC	1	1	1	1	1							
	Sub-Total	1	1	4	2	0	0						0
4.00	Drainage Design												
4.01	Coordination / Correspondence					1							
4.02	Memo					2							
4.03	Exhibits					1							
4.04	QA/QC	0	1	1	1								
	Sub-Total	0	1	5	0	0	0						0
5.00	Engineering												
5.01	Coordination / Correspondence			8	2								
5.02	Vertical and Horizontal Alignments			1	4	6							
5.03	Plan Sheets	1	4	12	40								
5.04	Detail Sheets	0	2	8	10								
5.05	ADA Facilities			2	6	1							
5.06	Project Specifications			24	10								4
5.07	Engineers Estimate			4	8	1							
5.08	QA/QC	2	8	8	8								
	Sub-Total	3	53	58	66	0	4						
TOTAL HOURS		5.01	63.05	63.21	73.75	2	13						
Provisional Hourly Rate		\$130.89	\$118.15	\$92.68	\$62.26	\$56.60	\$46.70						
SUB-TOTAL		\$785.33	\$7,679.91	\$6,623.14	\$4,689.50	\$113.20	\$607.04						
TOTAL		654.46	7,443.96	5,838.84	4,544.98	19,202.02	20,528.11						
6.00	SUBCONSULTANTS												
6.01	Structural												\$5,000.00
	TOTAL												\$5,250.00
												5% Mark-up on Subconsultants	\$250.00
													\$5,250.00
7.00	REIMBURSABLES												
	Full Size (22x34) Original					6	\$2.00	\$12.00					
	Full Size (22x34) Reproduction					6	\$1.50	\$9.00					
	Tabloid (11x17) Reproduction					24	\$0.10	\$2.40					
	Letter (8.5x11) Reproduction					1000	\$0.10	\$100.00					
	Office Supplies							\$150.00					
	Shipping and Delivery							\$50.00					
													\$302.40

DELETE

DELETE

607.10

19,202.02

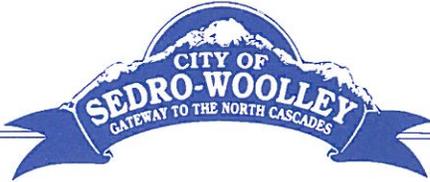
GRAND TOTAL

\$ 26,080.51
 24,754.42
 4/18/13

R&E Reserves the right to distribute time between tasks as needed

APR 24 2013

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

APR 24 2013



SKAGIT COUNTY
BOARD OF COMMISSIONERS

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

RON WESEN, First District
KENNETH A. DAHLSTEDT, Second District
SHARON D. DILLON, Third District

April 17, 2013

Honorable Dean Maxwell
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

Honorable Jill Boudreau
City of Mount Vernon
P.O. Box 809
Mount Vernon, WA 98273

Honorable Steve Sexton
City of Burlington
833 S Spruce Street
Burlington, WA 98233

Honorable Mike Anderson
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

Dear Mayor Anderson:

We want to express our appreciation for your efforts to partner and negotiate a joint path forward to address the serious community wide public safety issue of an overcrowded jail. Attached for your consideration and approval is a Provisional Agreement which represents the basic framework of a use and financing agreement for the construction and operation of a new Skagit County jail facility. This Provisional Agreement is subject to and contingent on negotiation and mutual execution of an Interlocal Agreement within ninety days.

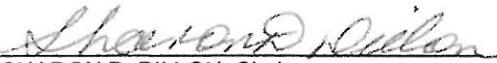
Anacortes will agree to not submit a ballot proposition for 0.1% sales tax and Burlington and Mount Vernon will withdraw any resolution by May 10, 2013 authorizing such a proposition, and will publicly support the countywide 0.3% Sales Tax Measure. Skagit County will submit a ballot proposition for a 0.3% countywide sales tax by May 10, 2013, and will consult with all Parties regarding the language of the ballot proposition in order to ensure that the ballot language allows revenues to be used for the construction, maintenance and operation of jail facilities and police and fire protection.

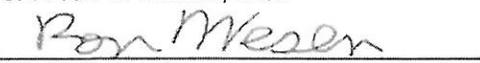
Once we all execute the Provisional Agreements, Skagit County will withdraw and rescind its April 1, 2013 letter providing 90 days' notice of termination of the parties' existing Jail Use Agreement.

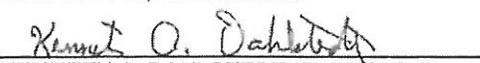
Please contact us if you have any questions or concerns regarding the Provisional Agreement and related issues.

Respectfully,

BOARD OF SKAGIT COUNTY COMMISSIONERS


SHARON D. DILLON, Chair


RON WESEN, Commissioner


KENNETH A. DAHLSTEDT, Commissioner

cc: City Council Members
Skagit County Sheriff

SKAGIT COUNTY COMMISSIONERS ADMINISTRATIVE BUILDING

1800 CONTINENTAL PLACE, SUITE 100, MOUNT VERNON, WA 98273 PHONE (360) 336-9300 FAX (360)336-9307

EXECUTIVE SUMMARY

The main points of the Provisional Agreement are as follows:

- County rescinds/withdraws 90 day notice of termination of existing Jail Use Agreement. Paragraph 2.
- Cities agree to withdraw 0.1% sales tax ballot proposition and support countywide 0.3% sales tax ballot measure in August 2013 election. Ballot language will allow revenues to be used for the construction, maintenance and operation of jail facilities and police and fire protection. Paragraph 2.
- If the August 2013 ballot measure fails, the County will run the measure at the next suitable election. Paragraph 7.
- Annual rebate to Burlington (\$220,000) and Anacortes (\$103,000) that will increase or decrease each year at same percentage as sales tax revenue going forward, using 2014 as the baseline. Paragraph 2(a) and 2(c).
- Establishes a Finance Advisory Committee to review, analyze and address booking fees and bed rates as well as dealing with use of the Revenue Stabilization Account, a mechanism intended to “level off” swings in costs and revenue going forward. Paragraph 3.
- The parties to the Provisional Agreement will have 90 days to negotiate and execute a final, definitive Agreement that will address various other issues not covered by the Provisional Agreement.
- This Provisional Agreement requires full city council approval. This Agreement is a “first step” toward getting the final Agreement in place, and city councils will have another opportunity to review the final Interlocal Agreement.

PROVISIONAL AGREEMENT

This Provisional Agreement is entered by and between the undersigned parties ("**Parties**") this _____ day of April 2013, and represents the framework of a use and financing agreement for the construction and operation of a new Skagit County jail facility ("**Jail Facility**"). Except as expressly specified herein otherwise, this Provisional Agreement is subject to and contingent on negotiation and mutual execution of a satisfactory Interlocal Agreement (hereinafter "**Agreement**") within ninety (90) days of the effective date set forth above, absent which this Provisional Agreement will expire and have no further force or effect except as expressly set forth in paragraphs 2 and 7.

1. **Nature of the Agreement.** The Parties agree that the Jail Facility is necessary and in the public interest. To that end, consistent with the terms of this Provisional Agreement, the Parties will propose and support a 0.3% countywide sales tax measure to the voters at the August 2013 countywide election (hereinafter the "**Sales Tax Measure**"), the revenue from which will be used consistent with the Agreement to service anticipated bond debt incurred for construction and the operation of the Jail Facility, pay initial project costs, and fund a Revenue Stabilization Account (hereinafter, the "**Bonds**").

2. **Sales Tax Measure.** Skagit County will promptly submit a ballot proposition for a 0.3% countywide sales tax, and will consult with the other Parties regarding the language of the ballot proposition in order to ensure that the ballot language allows use of revenue for the construction, maintenance and operation of jail facilities and police and fire protection. Skagit County will pay all election expenses of the Sales Tax Measure, which will be deemed capital costs to be recouped from bond proceeds as allowed. The revenue from the countywide 0.3% sales tax, if approved by the voters, will be paid directly to Skagit County in its entirety. Anacortes, Burlington and Mount Vernon will not submit a ballot proposition for 0.1% sales tax and/or will promptly withdraw any resolution authorizing such a proposition, and will publicly support the countywide 0.3% Sales Tax Measure. In consideration of the foregoing, Skagit County will withdraw and rescind its April 1, 2013 letter providing 90 days' notice of termination of the parties' existing Jail Use Agreement. The foregoing rights and duties of this paragraph are effective immediately and constitute a contractual commitment independent of the definitive Agreement.

The foregoing is the subject to the following specific adjustments, to be incorporated in the Agreement:

- a. Skagit County will remit to Burlington \$220,000 in 2014 (prorated based on the actual 2014 start date of the collection of sales tax), which will increase (or decrease) each year thereafter by the countywide percentage sales tax revenue increase (or decrease) above (or below) the prior year.
- b. Sedro-Woolley will pay Skagit County an amount equal to 85% of the city's existing 0.1% sales tax revenue stream (2012 estimate is \$101,362) toward the Jail Facility starting in 2014 (prorated based on the actual 2014 start date of the collection of the countywide 0.3% sales tax), which amount will increase (or decrease) each year thereafter by 50% of the countywide percentage sales tax revenue increase (or decrease) above (or below) the prior year.
- c. Skagit County will remit to Anacortes \$103,000 in 2014 (prorated based on the actual 2014 start date of the collection of sales tax), which amount will increase (or decrease)

each year thereafter by the countywide percentage sales tax revenue increase (or decrease) above (or below) the prior year.

These adjustments may be modified during the term of the Agreement by unanimous vote of the FAC and the vote of the Board of County Commissioners.

3. Finance Advisory Committee. The Agreement will establish a Finance Advisory Committee (“FAC”) comprised of one representative from each city that is party to the Agreement; three representatives from Skagit County; and the Skagit County Sheriff. The FAC’s chairmanship will alternate between Skagit County and a city representative on each successive calendar year. The FAC will:

- a. Review booking costs and recommend booking fee rates;
- b. Review operating costs and recommend resultant bed rates for non-Party users of the Jail Facility, including the appropriate level of capital charge;
- c. Recommend a formula for equitable and, to the fullest practicable extent, equal distribution of costs and savings associated with the Jail Facility’s construction and operation. This will be determined by analysis of numerous factors including but not limited to:
 - i. Usage rates;
 - ii. Relative tax contribution (net of any adjustments);
 - iii. Relative population.
- d. Recommend use of the Revenue Stabilization Account (RSA) after meeting the Minimum Funding Threshold, which will be deemed met on the later of (a) the end of the year in which the RSA balance is equal to the maximum annual debt service on the Bonds; or (b) the end of the third full year of operation of the Jail Facility (est. 2020). No other use of the RSA is allowed at any time that the RSA balance is below the Minimum Funding Threshold.

4. Term of the Agreement. The term of the Agreement will be at least for the life of the Bonds, which the Parties anticipate will be in the range of 25-30 years. Skagit County will not extend the life of the Bonds without the written consent of each party to the Agreement. The Parties anticipate that the level of capital to be raised by the Bonds will be generally consistent with a design and plan to construct a Jail Facility with a Core Support area supportive of approximately 400 beds. At least five (5) years prior to the expiry of the Agreement, the FAC will discuss specific terms and conditions under which the Agreement will be renewed or modified.

5. Space and Usage Allocation. The Parties will allocate bed space in the Jail Facility in alignment with the following principles:

- a. No bed rate will be charged unless funding shortfalls cannot be covered by the RSA.
- b. If the Jail Facility is at capacity (defined as an average Jail Facility daily population at or above 85% for a calendar quarter of the available number of beds), the Parties will

proportionally allocate space to each Party under the Agreement in a manner that takes into account such factors as historical facility usage and relative contribution of revenue. Additional prisoners presented for detention at the Jail Facility in excess of that party's allocation will incur an expense equal to 50% of the daily bed rate less capital surcharge in effect at the time. For good cause related to public safety and jail management, the Sheriff may order deviation from this allocation formula as to specific prisoners.

6. **Interim Period.** During the Interim Period (defined as the period prior to the opening of the Jail Facility), the County Sheriff will retain authority and responsibility to operate the existing jail facility consistent with his legal obligations and sound discretion. Provided that the Parties negotiate in good faith toward a definitive Agreement within the ninety (90) day time frame specified herein, Skagit County will not terminate the existing Jail Use Agreement.

7. **Ballot Failure.** In the event that the 0.3% sales tax ballot measure fails at the August 2013 election, the Parties agree and hereby authorize the Board of County Commissioners to re-submit the 0.3% sales tax measure at the next suitable election, ensuring that revenue derived therefrom can be used for the construction, maintenance, and operation of jail facilities and police and fire protection. The cities will agree to not submit a ballot proposition for 0.1% sales tax measure and will publicly support the countywide measure. The foregoing rights and duties of this paragraph are effective immediately and constitute a contractual commitment independent of the definitive Agreement.

8. **Jail Facility Location.** The Parties intend to site the Jail Facility in Mount Vernon. Provided, however, that if permit, development mitigation or any other land costs render a site in Mount Vernon financially impracticable, the County reserves the right to locate the facility at such other site as may appear feasible.

9. **Dispute Resolution.** Any dispute arising under this Provisional Agreement will be construed under the laws of the State of Washington with venue and jurisdiction in Skagit County, Washington.

CITY OF ANACORTES

CITY OF BURLINGTON

Dean Maxwell, Mayor
(Date _____)

Steve Sexton, Mayor
(Date _____)

Attest:

Attest:

Steve Hoglund, Finance Director

Crystil O. Robinson, Finance Director

Approved as to Form:

Approved as to Form:

Bradford E. Furlong, City Attorney

Scott G. Thomas, City Attorney

CITY OF MOUNT VERNON

Jill Boudreau, Mayor
(Date _____)

Attest:

Alicia D. Huschka, Finance Director

Approved as to Form:

Kevin Rogerson, City Attorney

SKAGIT COUNTY
(Date _____)

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor
(Date _____)

Attest:

Patsy K. Nelson, Finance Director

Approved as to Form:

Eron Berg, City Attorney

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

POTENTIAL JAIL FUNDING MODEL - April 17, 2013

Asumptions:

- 1.00 annual revenue increase after 2013
- 3.50 annual revenue increase starting 2019

Bonds issued 2015 Tax imposed 1/2014; collected 4/2014

No additional outsourcing

Year	New Revenue Collection	County Committed Contribution	Other Revenue and Booking Fees	Sedro Woolley Adjustment	Burlington Adjustment	Anacortes Adjustment	Total Available Funding	Long Term Costs			Transfer to Revenue Stab. Acct	Cumulative Revenue Stab. Acct
								Debt Service (25 Year/5%) \$46.7 million	Available for Operating Costs	Estimate of Future Operating Costs		
2014	4,471,841	5,709,000	439,000	101,362	(220,000)	(103,000)	10,398,203	0	7,898,203	7,553,526	344,677	344,677
2015	6,022,079	5,925,942	439,000	101,869	(222,200)	(104,030)	12,162,660	0	8,162,660	7,840,560	322,100	666,776
2016	6,082,300	6,151,128	439,000	102,378	(224,422)	(105,070)	12,445,313	2,485,000	8,160,313	8,138,501	21,812	688,588
2017	6,143,123	6,384,871	439,000	102,890	(226,666)	(106,121)	12,737,096	3,313,000	9,424,096	9,500,000	(575,904)	112,684
2018	6,204,554	6,640,265	439,000	103,404	(228,933)	(107,182)	13,051,109	3,313,000	9,738,109	9,880,000	(141,891)	(29,207)
2019	6,421,713	6,905,876	439,000	105,214	(236,946)	(110,934)	13,523,924	3,313,000	10,210,924	10,275,200	(64,276)	(93,483)
2020	6,646,473	7,182,111	439,000	107,055	(245,239)	(114,816)	14,014,585	3,313,000	10,701,585	10,686,208	15,377	(78,106)
2021	6,879,100	7,469,396	439,000	108,929	(253,822)	(118,835)	14,523,767	3,313,000	11,210,767	11,113,656	97,111	19,005
2022	7,119,868	7,768,171	439,000	110,835	(262,706)	(122,994)	15,052,175	3,313,000	11,739,175	11,858,203	(119,028)	(100,023)
2023	7,369,064	8,078,898	439,000	112,775	(271,900)	(127,299)	15,600,537	3,313,000	12,287,537	12,332,531	(44,993)	(145,016)
2024	7,626,981	8,402,054	439,000	114,748	(281,417)	(131,754)	16,169,612	3,313,000	12,856,612	12,825,832	30,780	(114,236)
2025	7,893,925	8,738,136	439,000	116,756	(291,267)	(136,366)	16,760,186	3,313,000	13,447,186	13,338,865	108,320	(5,916)
2026	8,170,213	9,087,662	439,000	118,800	(301,461)	(141,139)	17,373,075	3,313,000	14,060,075	13,872,420	187,655	181,739
2027	8,456,170	9,451,168	439,000	120,879	(312,012)	(146,078)	18,009,126	3,313,000	14,696,126	14,677,317	18,810	200,549
2028	8,752,136	9,829,215	439,000	122,994	(322,932)	(151,191)	18,669,221	3,313,000	15,356,221	15,264,409	91,812	292,361
2029	9,058,461	10,222,384	439,000	125,146	(334,235)	(156,483)	19,354,273	3,313,000	16,041,273	15,874,986	166,287	458,648
2030	9,375,507	10,631,279	439,000	127,336	(345,933)	(161,960)	20,065,229	3,313,000	16,752,229	16,509,985	242,244	700,892
2031	9,703,650	11,056,530	439,000	129,565	(358,041)	(167,628)	20,803,075	3,313,000	17,490,075	17,170,384	319,691	1,020,583
2032	10,043,277	11,498,791	439,000	131,832	(370,572)	(173,495)	21,568,833	3,313,000	18,255,833	18,107,200	148,633	1,169,216
	142,440,432	157,132,878	8,341,000		(5,310,704)	(2,486,375)					1,169,216	

Note: Model covers 15 years after opening. Bonds would be outstanding through 2040. Totals will be higher over financing period.

Highlighted cells generally represent years in which assumptions change compared to prior years.

Annual "over/under" is transferred to the Revenue Stabilization Account, with minimum balance equal to one-year debt service.

Potential revenue sharing would occur after RSA meets minimum balance, or 3 years after stabilized operations (i.e., after 2020)

Green line in 2023 shows when ADP is projected to equal 300. Facility is considered at capacity at 85% of available beds.

Estimated Sales Tax Distributions *		
Partner	Based on 2011 Actual	Based on 2012 Estimate*
County	\$ 2,711,169	\$ 2,887,395
Cities (combined)	2,831,948	3,016,025
Total	\$ 5,543,117	\$ 5,903,420
<i>City Detail:</i>		
Anacortes	669,565	713,087
Burlington	684,531	729,025
Concrete	16,980	18,084
Hamilton	7,175	7,641
La Conner **	21,166	22,542
Lyman	10,523	11,207
Mount Vernon	1,168,737	1,244,705
Sedro Woolley ***	253,271	269,734
	\$ 2,831,948	\$ 3,016,025

* Estimated distribution assumes Anacortes, Burlington, La Conner, Mount Vernon and Sedro Woolley each impose the 1/10 of 1%, which would impact overall distributions.

** Excludes \$33,615 and \$35,800 (85% of 1/10) distributed to LC for 2011 and 2012

*** Excludes \$95,176 and \$101,362 (85% of 1/10) distributed to SW for 2011 and 2012

Estimated Overall Contribution *			
Partner	Estimated Sales		Total
	Tax	Adjustments*	
County	\$ 2,887,395	\$ 5,709,000	\$ 8,596,395
Cities (combined/net)	3,016,025	(221,638)	2,794,387
Total	\$ 5,903,420	\$ 5,487,362	\$11,390,782
<i>City Detail:</i>			
Anacortes	713,087	(103,000)	610,087
Burlington	729,025	(220,000)	509,025
Concrete	18,084		18,084
Hamilton	7,641		7,641
La Conner	22,542		22,542
Lyman	11,207		11,207
Mount Vernon	1,244,705		1,244,705
Sedro Woolley	269,734	101,362	371,096
	\$ 3,016,025	\$ (221,638)	\$ 2,794,387

* Represents estimated value 2014; value will increase over time.