

Next Ord: 1814-15
Next Res: 909-15

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

January 28, 2015

7:00 PM

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

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar1-24

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 #180784 to #180823 plus EFT's in the amount of \$110,264.09
 - Claim Checks #180824 to #180901 in the amount of \$324,999.76
 - Payroll Checks #58428 to #58441 plus EFT's in the amount of \$205,491.48
 - d. Tegris Agreement
- 4. Skagit Valley Tulip Festival Presentation – Cindy Verge
 - 5. Public Comment.....25

PUBLIC HEARING

UNFINISHED BUSINESS

- 6. Washington Department of (Fish and) Wildlife Land Use Agreement for maintenance of site on River Road (2nd reading).....27-32

NEW BUSINESS

- 7. Skagit County Natural Hazards Mitigation Plan (1st reading).....33-57
- 8. Jail Medical.....59-69

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

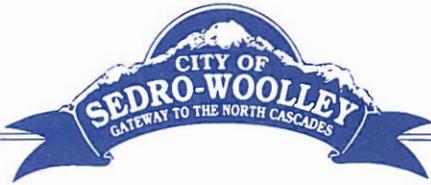
9. Reports of Contracts approved under SWMC 2.104.060.....71

EXECUTIVE SESSION

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

JAN 28 2015

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



DATE: January 28, 2015
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 January 28, 2015 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

 ___ Ward 1 Councilmember Kevin Loy
 ___ Ward 2 Councilmember Germaine Kornegay
 ___ Ward 3 Councilmember Brenda Kinzer
 ___ 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.

JAN 28 2015

CITY OF SEDRO-WOOLLEY

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

Regular Meeting of the City Council
January 14, 2015 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

The meeting was called to order at 7:05 P.M. by Mayor Mike Anderson.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including December 18, 2014 Special Meeting and January 8, 2015 Worksession)
- Finance
 - Claim Checks #180696 to #180783 in the amount of \$331,243.42
 - Payroll Checks #58410 to #58427 plus EFT's in the amount of \$295,444.98
- Planning Commission Appointment
- Amendment 5 to the Interlocal Agreement dated 10/18/2011 with Skagit Conservation District – Publication Involvement Project in Support of the NPDES Phase II Stormwater Permit WAR-04-5555
- Professional Services Agreement No. 2015-PS-14 for Design Phase Services for the Jameson Arterial Extension to SR9 Project – H.W. Lochner, Inc.
- Certification Acceptance Qualification Agreement with WSDOT
- Right of Way Procedures Update

Councilmember Galbraith moved to approve the consent calendar A through H. Seconded by Councilmember Lemley. Motion carried (7-0).

Public Comment

Jeanne McLennan – Sedro-Woolley Loggerodeo President presented a check in the amount of \$3,000.00 in continued support of the downtown flower baskets.

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

Washington Department of (Fish and) Wildlife Land Use Agreement for Maintenance of Site on River Road

City Supervisor/Attorney Berg reviewed concerns raised during the budget process by the Wastewater Treatment Plant operators on the maintenance of the port-a-potties at the Riverfront Boat Launch. He noted during the clean out of the unit, the deodorizer used causes an overflow mist to get on the worksite and blocks parts of the truck mechanism. He also noted other issues with items found in the units.

Berg addressed a Land Use Agreement between the Washington Department of Fish and Wildlife Land Use Agreement and the City of Sedro-Woolley which is due to expire in May, 2015. Unless discontinued the agreement would renew for another 25 years. He highlighted responsibilities and usage of the agreement and potential risks should it not be renewed.

Council discussion ensued regarding Discover Passes, user fees, duplication of services, cost of services, inadequate agreement, availability on a new fee basis, letter of notice with interest of restructuring partnership, postponing a decision until next meeting and a request for draft letter for Council review.

Council Organization Matters

Mayor Anderson reviewed the 2015 meeting schedule, Mayor Pro-Tem term, and requested action on meeting dates and requested Council interest of what committees they would like to be on.

Councilmember Wagoner led a discussion on entertaining the idea of changing the meeting dates to Tuesday's. Other options were suggested with the consensus to leave the calendar as is.

Councilmember Lemley moved to approve the schedule as presented. Seconded by Councilmember Sandström. Motion carried (7-0).

Committee Reports and Reports from Officers

Reports of Contracts Approved Under SWMC 2.104.060

Police Chief Tucker – reported on the hiring status and potential academy dates. He also noted he will be looking at lateral applicants next week. He stated his goal is to have 2-3 Officers up and going by November.

Fire Chief Klinger – commended the Street Department crew for their work during the last rain storm. He also reported they will be doing testing for new candidates on Sunday.

Planning Director Coleman – reported on the County's action to modify the City's UGA modification request and will be referring the topic to the Council Planning Committee for direction. Coleman also reported on projects beginning in the Cook and Trail Road area.

Public Works Director Freiburger – reported on the SR9/Jameson Arterial project and the Greenstreet Blvd. project. He also addressed the recent rain storm with 3.2” of rain reported at the Wastewater Treatment Plant which places it in the 25 year event. Freiburger addressed a blocked storm drain and necessary repairs. The event has been declared a federal disaster and the cost of the repair will allow us to request reimbursement.

City Supervisor/Attorney Berg – reviewed a late materials item, an interlocal joint purchasing agreement between Skagit 911 and the City of Sedro-Woolley.

Councilmember Wagoner moved to approve the Interlocal Joint Purchasing Agreement between Skagit 911 and the City of Sedro-Woolley. Councilmember Kornegay seconded. Motion carried (7-0).

City Supervisor/Attorney Berg also addressed a letter from the Central Skagit Library in response to the December 17, 2014 letter from Mayor Anderson regarding opportunities to work together. He also spoke of scheduling conflicts with the dates for the AWC Legislative Conference. An alternate date will be picked to meet with Legislators on City issues.

Finance Director Nelson – reported the first year with new software is close to being finished and she is pleased with how it is going.

Councilmember Loy – requested to look at how much useable industrial land excluding wetlands the City has available.

Planning Director Coleman noted the Planning Commission is scheduled to work on that issue through the Buildable Lands Analysis within the 2015 Budget and updates.

Councilmember Kornegay – expressed condolences to the Conn Family for their loss of Coach Brad Conn. She also questioned the water under the trestle during the last rain storm.

Public Works Director explained due to the magnitude of the storm, the water couldn't get out fast enough.

Councilmember Wagoner – expressed condolences to the Conn Family and recited some of Coach Conn's achievements.

Councilmember Galbraith – questioned the ponding at the N. Reed Street property, noting there have been kids on the property playing.

Public Works Director reviewed plans for the property to alleviate some of the issues.

Councilmember Lemley – concurred with Councilmember Wagoner and Kornegay with condolences to the Conn Family. Lemley spoke of the mentoring that Coach Conn gave to the students and encouraged community support for the family in the years to come.

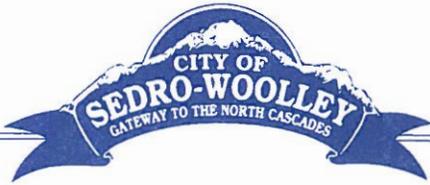
Councilmember Sandström – thanked Loggerodeo for their donation towards the flower baskets and announced the Chamber of Commerce Open House to celebrate their 100th Anniversary and new location.

Mayor Anderson – requested a representative for Community Action. Councilmember Sandström and Kornegay volunteered.

City Supervisor/Attorney Berg – announced the hiring of Gary Sprague in the Wastewater Treatment Plant.

Councilmember Lemley moved to adjourn. Seconded by Councilmember Galbraith. Motion carried (7-0).

The meeting adjourned at 7:50 P.M.



DATE: January 28, 2015
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 January 28, 2015.

Motion to approve Claim Checks #180784 to #180823 plus EFT's in the amount of \$110,264.09.

Motion to approve Claim Checks #180824 to #180901 in the amount of \$324,999.76.

Motion to approve Payroll Checks #58428 to #58441 plus EFT's in the amount of \$205,491.48.

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.

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/31/2014 To: 12/31/2014

Time: 08:18:35 Date: 01/22/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9830	12/31/2014	Claims	2		EFT US Bank -- Purchase Cards	5,249.39	
					001 - 517 90 43 001 - Employee Recognition	881.35	
					001 - 518 20 48 000 - Repair & Maintenance	39.81	
					001 - 522 20 31 010 - Office Supplies	220.52	
					001 - 522 45 49 010 - Tuition/Registration	40.00	
					001 - 524 20 49 030 - Misc-Tuition/Registration	189.00	
					401 - 535 80 43 000 - Meals/Travel	23.94	
					401 - 535 80 43 000 - Meals/Travel	43.12	
					412 - 537 80 31 000 - Operating Supplies	517.19	
					105 - 572 20 34 001 - Early Literacy Program	34.10	
					105 - 572 20 43 000 - Travel	38.00	
					105 - 572 20 43 000 - Travel	18.00	
					105 - 572 20 49 010 - Tuition/registration	66.60	
					101 - 576 80 48 010 - Office Equip	47.25	
					001 - 594 21 64 000 - Machinery & Equipment	75.35	
					001 - 594 21 64 000 - Machinery & Equipment	1,115.03	
					001 - 594 21 64 000 - Machinery & Equipment	975.43	
					001 - 594 21 64 001 - SWPD Repeater Tower	210.00	
					105 - 594 72 64 001 - Books - Skagit County	205.69	
					105 - 594 72 64 001 - Books - Skagit County	18.43	
					105 - 594 72 64 001 - Books - Skagit County	475.04	
					001 - 595 10 49 011 - Safety Meetings	15.54	
9871	12/31/2014	Claims	2		EFT WA State Dept Of Revenue	12,673.95	
					001 - 518 20 48 000 - Repair & Maintenance	3.38	
					001 - 521 20 31 002 - Office/Operating Supplies	17.55	
					001 - 522 20 31 000 - Operating Supplies	4.64	
					001 - 522 20 32 000 - Auto Fuel/Diesel	23.10	
					401 - 535 80 44 010 - Taxes & Assessments	5,489.78	
					102 - 536 20 44 010 - Taxes And Assessments	142.13	
					412 - 537 80 31 000 - Operating Supplies	43.95	
					412 - 537 80 44 001 - Taxes & Assessments	5,642.45	
					103 - 542 64 31 000 - Operating Supplies	14.70	
					105 - 572 20 44 010 - Taxes & Assessments	9.91	
					101 - 576 80 44 010 - Taxes And Assessments	29.33	
					001 - 594 21 64 000 - Machinery & Equipment	82.91	
					402 - 594 35 64 402 - Plant Upgrades	1,132.30	
					105 - 594 72 64 000 - Books & Materials	29.13	
					001 - 595 10 31 000 - Supplies	8.69	
9831	12/31/2014	Claims	2	180784	A WorkSAFE Service, Inc.	52.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	52.00	
9832	12/31/2014	Claims	2	180785	A-1 Mobile Lock & Key	16.28	
					101 - 576 80 48 017 - Museum	16.28	
9833	12/31/2014	Claims	2	180786	American Fleet Main LLC	134.54	
					001 - 522 20 48 000 - Repairs/Maint-Equip	134.54	
9834	12/31/2014	Claims	2	180787	Apollo Decks, Gutters & More	2,736.09	
					101 - 576 80 48 009 - Hammer Square	440.23	
					101 - 576 80 48 015 - Library	2,295.86	
9835	12/31/2014	Claims	2	180788	Assoc Petroleum Products	1,913.62	
					001 - 518 20 32 000 - Auto Fuel	68.81	
					001 - 521 20 32 000 - Auto Fuel	978.55	
					001 - 522 20 32 000 - Auto Fuel/Diesel	423.17	
					401 - 535 80 32 000 - Auto Fuel/Diesel	41.58	
					412 - 537 80 32 000 - Auto Fuel/Diesel	66.95	
					103 - 542 30 32 000 - Auto Fuel/Diesel	143.45	
					101 - 576 80 32 000 - Auto Fuel/Diesel	191.11	
9836	12/31/2014	Claims	2	180789	Bay City Supply	63.34	

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City Of Sedro-Woolley
MCAG #: 0647

12/31/2014 To: 12/31/2014

Time: 08:18:35 Date: 01/22/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 006		Operating Sup - City Hall	63.34	
9837	12/31/2014	Claims	2	180790	Boulder Park Inc	8,278.88	
			401 - 535 80 35 020		Solids Handling	8,278.88	
9838	12/31/2014	Claims	2	180791	Databar	18.76	
			412 - 537 80 31 000		Operating Supplies	18.76	
9839	12/31/2014	Claims	2	180792	Dwayne Lane's North Cascade Ford	2,549.37	
			001 - 521 20 48 010		Repair & Maint - Auto	58.59	
			001 - 521 20 48 010		Repair & Maint - Auto	257.75	
			001 - 521 20 48 010		Repair & Maint - Auto	45.21	
			001 - 521 20 48 010		Repair & Maint - Auto	45.21	
			001 - 521 20 48 010		Repair & Maint - Auto	48.76	
			001 - 521 20 48 010		Repair & Maint - Auto	2,093.85	
9840	12/31/2014	Claims	2	180793	Edge Analytical Inc	551.00	
			401 - 535 80 41 000		Professional Services	284.00	
			401 - 535 80 41 000		Professional Services	35.00	
			401 - 535 80 41 000		Professional Services	185.00	
			401 - 535 80 41 000		Professional Services	47.00	
9841	12/31/2014	Claims	2	180794	Emergency Medical Products Inc	27.69	
			001 - 522 20 31 000		Operating Supplies	27.69	
9842	12/31/2014	Claims	2	180795	Enterprise Office Systems	54.78	
			001 - 595 10 31 000		Supplies	54.78	
9843	12/31/2014	Claims	2	180796	Industrial Accessories Co.	5,488.20	
			402 - 594 35 64 402		Plant Upgrades	5,488.20	
9844	12/31/2014	Claims	2	180797	Language Exch Inc (The)	14.50	
			001 - 521 20 41 001		Professional Services	14.50	
9845	12/31/2014	Claims	2	180798	Rhonda Lasley	150.00	
			001 - 521 20 28 000		Employee Wellness	150.00	
9846	12/31/2014	Claims	2	180799	Motor Trucks Inc	552.09	
			412 - 537 50 48 000		Repairs/maint-equip	552.09	
9847	12/31/2014	Claims	2	180800	Northstar Chemical Inc	1,777.24	
			401 - 535 80 35 020		Solids Handling	1,777.24	
9848	12/31/2014	Claims	2	180801	Northup Group/dr Bill Ekemo	340.00	
			001 - 521 20 41 001		Professional Services	340.00	
9849	12/31/2014	Claims	2	180802	Northwest Biosolids Mgmt	470.00	
			401 - 535 80 49 010		Misc-Dues/Subscriptions	470.00	
9850	12/31/2014	Claims	2	180803	Office Depot	237.02	
			001 - 524 20 31 000		Off/Oper Supps & Books	12.80	
			001 - 524 20 31 000		Off/Oper Supps & Books	60.15	
			001 - 558 60 31 000		Supplies/Books	12.81	
			001 - 558 60 31 000		Supplies/Books	60.14	
			001 - 595 10 31 000		Supplies	30.98	
			001 - 595 10 31 000		Supplies	60.14	
9851	12/31/2014	Claims	2	180804	Ricoh USA Inc	151.90	
			001 - 521 20 48 000		Repairs & Maintenance	75.95	
			001 - 522 20 45 000		Equipment Lease	75.95	
9852	12/31/2014	Claims	2	180805	Sanderson Safety Supply	175.71	
			001 - 522 20 31 000		Operating Supplies	175.71	

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MCAG #: 0647

12/31/2014 To: 12/31/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9853	12/31/2014	Claims	2	180806	Sedro-Woolley Auto Parts	58.21	
					101 - 576 80 48 021 - Equipment	58.21	
9854	12/31/2014	Claims	2	180807	Sedro-Woolley Chamber Of	153.19	
					108 - 557 30 41 011 - Chamber Of Commerce	153.19	
9855	12/31/2014	Claims	2	180808	Sedro-Woolley Veterinary Care	30.00	
					001 - 521 20 41 020 - Veterinary Services	30.00	
9856	12/31/2014	Claims	2	180809	Sjostrom Law Office	600.00	
					001 - 515 30 41 000 - Professional Services	600.00	
9857	12/31/2014	Claims	2	180810	Skagit Co Public Works	44,264.00	
					412 - 537 60 47 000 - Solid Waste Disposal	44,264.00	
9858	12/31/2014	Claims	2	180811	Skagit Co Public Works	72.00	
					401 - 535 80 51 010 - Skagit Co Solid Waste	72.00	
9859	12/31/2014	Claims	2	180812	Skagit County Auditor	768.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	288.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	128.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	256.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	96.00	
9860	12/31/2014	Claims	2	180813	Skagit Law Group, PLLC	4,843.00	
					425 - 531 50 31 000 - Operating Supplies	57.36	
					425 - 531 50 31 000 - Operating Supplies	48.96	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	932.10	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	795.60	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	444.54	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	379.44	
					109 - 594 21 62 000 - Seizure - Real Property	2,185.00	
9861	12/31/2014	Claims	2	180814	Skagit Publishing	298.55	
					401 - 535 80 41 030 - Legal Publications	298.55	
9862	12/31/2014	Claims	2	180815	Skagit Valley Signs	313.57	
					501 - 594 22 64 501 - Vehicles - Fire	313.57	
9863	12/31/2014	Claims	2	180816	Accounts Department SmartSign	186.45	
					001 - 521 20 31 002 - Office/Operating Supplies	186.45	
9864	12/31/2014	Claims	2	180817	Sparkle Shop Laundries	83.06	
					001 - 521 20 26 010 - Uniform Cleaning	77.09	
					001 - 522 20 49 030 - Misc-Laundry	5.97	
9865	12/31/2014	Claims	2	180818	Summit Law Group	297.00	
					001 - 515 30 41 000 - Professional Services	216.00	
					001 - 515 30 41 000 - Professional Services	81.00	
9866	12/31/2014	Claims	2	180819	Payment Center Thomson Reuters -- West	257.08	
					001 - 515 30 41 002 - Westlaw Services	257.08	
9867	12/31/2014	Claims	2	180820	Treatment Equipment Co	808.33	
					401 - 535 50 48 050 - Maint Of General Equip	808.33	
9868	12/31/2014	Claims	2	180821	Van Hoy, Craig	140.31	Refund inactive customer credit balance
					001 - 316 49 37 000 - Utility Tax On Solid Waste	18.12	
					412 - 343 70 00 000 - Garbage/Solid Waste Fees	235.57	
					412 - 343 74 00 000 - Equipment Rental	-394.00	
9869	12/31/2014	Claims	2	180822	Vogelsang	13,321.15	

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City Of Sedro-Woolley
MCAG #: 0647

01/01/2015 To: 01/28/2015

Time: 09:07:05 Date: 01/23/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
313	01/28/2015	Claims	2	180824	A-1 Mobile Lock & Key	61.58	
					101 - 576 80 48 017 - Museum	61.58	
314	01/28/2015	Claims	2	180825	AWC	6,625.00	
					001 - 514 23 49 040 - AWC Dues	6,625.00	
315	01/28/2015	Claims	2	180826	All-Phase Electric	5,043.08	
					101 - 576 80 48 020 - Resource Conservation	5,043.08	
316	01/28/2015	Claims	2	180827	Alpine Fire & Safety	43.29	
					412 - 537 80 31 000 - Operating Supplies	43.29	
317	01/28/2015	Claims	2	180828	Aramark Uniform Services	38.52	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.23	
					401 - 535 80 49 000 - Laundry	8.23	
					103 - 542 30 49 000 - Misc-Laundry	4.62	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
					103 - 542 30 49 000 - Misc-Laundry	4.61	
318	01/28/2015	Claims	2	180829	Association Of WA Cities	3,091.98	
					001 - 521 20 27 000 - Retired Medical	3,091.98	
319	01/28/2015	Claims	2	180830	Awards Express LTD	119.00	
					001 - 522 20 31 000 - Operating Supplies	119.00	
320	01/28/2015	Claims	2	180831	Bay City Supply	5,543.75	
					101 - 576 80 31 001 - Operating Sup - Riverfront	473.51	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	473.51	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	473.51	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	473.51	
					101 - 576 80 31 006 - Operating Sup - City Hall	947.02	
					101 - 576 80 31 006 - Operating Sup - City Hall	2,387.00	
					101 - 576 80 31 007 - Operating Sup - Library	315.69	
321	01/28/2015	Claims	2	180832	Bias Software	6,375.26	
					001 - 514 23 41 011 - Professional Services	226.43	
					425 - 531 50 41 000 - Professional Services	446.27	
					401 - 535 50 48 000 - Maintenance Contracts	4,300.00	
					412 - 537 80 41 000 - Professional Services	1,402.56	
322	01/28/2015	Claims	2	180833	Bioscience Inc	1,725.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,725.00	
323	01/28/2015	Claims	2	180834	Brown & Cole Stores	6.49	
					401 - 535 80 31 010 - Operating Supplies	6.49	
324	01/28/2015	Claims	2	180835	Carson Industries Inc.	65.95	
					105 - 572 20 31 010 - Supplies	65.95	
325	01/28/2015	Claims	2	180836	Cascade Natural Gas Corp	3,297.35	
					001 - 521 20 47 000 - Public Utilities	63.20	
					001 - 522 50 47 000 - Public Utilities	576.96	
					401 - 535 80 47 000 - Public Utilities	30.30	
					101 - 576 80 47 052 - Bingham Caretaker	80.38	
					101 - 576 80 47 070 - City Hall	2,546.51	
326	01/28/2015	Claims	2	180837	Central Welding Supply	151.92	
					412 - 537 80 31 000 - Operating Supplies	151.92	
327	01/28/2015	Claims	2	180838	Code Publishing Inc	384.67	
					001 - 511 30 34 000 - Code Book	384.67	
328	01/28/2015	Claims	2	180839	Crawford Garage Doors Inc	488.25	
					001 - 522 20 48 000 - Repairs/Maint-Equip	282.10	

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City Of Sedro-Woolley
MCAG #: 0647

01/01/2015 To: 01/28/2015

Time: 09:07:05 Date: 01/23/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 003		Bingham Caretaker	206.15	
329	01/28/2015	Claims	2	180840	Crystal Springs	20.94	
			401 - 535 80 31 010		Operating Supplies	20.94	
330	01/28/2015	Claims	2	180841	Cues	969.28	
			401 - 535 50 48 010		Maintenance Of Lines	969.28	
331	01/28/2015	Claims	2	180842	Judge Scott K. Ahlf DMCJA	187.00	
			001 - 512 50 49 010		Dues/Subscriptions	187.00	
332	01/28/2015	Claims	2	180843	Databar	2,359.07	
			425 - 531 50 42 010		Postage	94.36	
			401 - 535 80 42 015		Postage	1,533.40	
			412 - 537 80 42 010		Postage	731.31	
333	01/28/2015	Claims	2	180844	Demco Inc	156.99	
			105 - 572 20 31 010		Supplies	156.99	
334	01/28/2015	Claims	2	180845	E & E Lumber	2,506.34	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	4.37	
			103 - 542 30 31 000		Operating Supplies	4.56	
			101 - 576 80 31 006		Operating Sup - City Hall	13.25	
			101 - 576 80 35 000		Small Tools & Minor Equip	83.56	
			101 - 576 80 35 000		Small Tools & Minor Equip	45.01	
			101 - 576 80 48 001		Riverfront	48.90	
			101 - 576 80 48 015		Library	14.25	
			101 - 594 76 61 000		Riverfront Park	1,654.86	
			101 - 594 76 61 000		Riverfront Park	113.15	
			101 - 594 76 61 000		Riverfront Park	54.25	
			101 - 594 76 61 000		Riverfront Park	18.25	
			101 - 594 76 61 000		Riverfront Park	322.42	
			101 - 594 76 61 000		Riverfront Park	48.16	
			101 - 594 76 61 000		Riverfront Park	81.35	
335	01/28/2015	Claims	2	180846	Emergency Medical Products Inc	332.11	
			001 - 522 20 31 000		Operating Supplies	332.11	
336	01/28/2015	Claims	2	180847	Enterprise Office Systems	324.37	
			001 - 512 50 31 000		Supplies	101.98	
			001 - 512 50 31 000		Supplies	34.71	
			001 - 514 23 31 000		Supplies	187.68	
337	01/28/2015	Claims	2	180848	Fastenal Company	162.74	
			103 - 542 30 35 000		Small Tools/Minor Equip	162.74	
338	01/28/2015	Claims	2	180849	Frontier	257.67	
			001 - 522 20 42 020		Telephone	157.59	
			101 - 576 80 47 010		Community Center	100.08	
339	01/28/2015	Claims	2	180850	Guardian Security	1,350.00	
			001 - 521 20 41 001		Professional Services	210.00	
			001 - 522 50 49 050		Fire/Theft Protection	165.00	
			401 - 535 80 31 010		Operating Supplies	210.00	
			101 - 576 80 31 004		Operating Sup - Comm Cente	165.00	
			101 - 576 80 31 005		Operating Sup - Senior Ctr	165.00	
			101 - 576 80 31 006		Operating Sup - City Hall	270.00	
			101 - 576 80 48 015		Library	165.00	
340	01/28/2015	Claims	2	180851	Patrick Hayden	2,500.00	
			001 - 515 30 41 001		Prosecuting Attorney	2,500.00	
341	01/28/2015	Claims	2	180852	Ingram Library Services	128.94	
			105 - 594 72 64 000		Books & Materials	50.72	

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City Of Sedro-Woolley
MCAG #: 0647

01/01/2015 To: 01/28/2015

Time: 09:07:05 Date: 01/23/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			105 - 594 72 64 000		Books & Materials	59.45	
			105 - 594 72 64 000		Books & Materials	18.77	
342	01/28/2015	Claims	2	180853	LEIRA		85.00
			001 - 521 20 49 010		Dues/Subscriptions	85.00	
343	01/28/2015	Claims	2	180854	Law Office of Glen Hoff		225.00
			001 - 512 50 41 000		Professional Services	75.00	
			001 - 515 93 41 001		Indigent Defense Conflict Co	150.00	
344	01/28/2015	Claims	2	180855	Loggers And Contractors		177.66
			401 - 535 50 48 010		Maintenance Of Lines	123.69	
			401 - 535 50 48 010		Maintenance Of Lines	14.32	
			412 - 537 80 31 000		Operating Supplies	39.65	
345	01/28/2015	Claims	2	180856	William R McCann		3,000.00
			001 - 515 93 41 000		Indigent Defender	3,000.00	
346	01/28/2015	Claims	2	180857	McLoughlin & Eardley Corp		50.12
			001 - 522 20 48 000		Repairs/Maint-Equip	50.12	
347	01/28/2015	Claims	2	180858	NCL of Wisconsin, Inc.		573.10
			401 - 535 80 31 010		Operating Supplies	573.10	
348	01/28/2015	Claims	2	180859	North West Inst Services		119.35
			401 - 535 50 48 000		Maintenance Contracts	119.35	
349	01/28/2015	Claims	2	180860	Northwest Clean Air Agency		3,713.50
			001 - 553 70 51 000		NW Air Pollution	3,713.50	
350	01/28/2015	Claims	2	180861	Oasys		644.36
			001 - 524 20 31 000		Off/Oper Supps & Books	214.79	
			001 - 558 60 31 000		Supplies/Books	214.79	
			001 - 595 10 31 000		Supplies	214.78	
351	01/28/2015	Claims	2	180862	Oliver-Hammer Clothes		492.46
			401 - 535 80 35 010		Safety Equipment	184.43	
			412 - 537 80 31 000		Operating Supplies	84.61	
			101 - 576 80 35 010		Safety Equipment	223.42	
352	01/28/2015	Claims	2	180863	Pacific Power Batteries		305.53
			412 - 537 80 35 000		Small Tools & Minor Equip	-32.00	
			412 - 537 80 35 000		Small Tools & Minor Equip	-18.00	
			412 - 537 80 35 000		Small Tools & Minor Equip	355.53	
353	01/28/2015	Claims	2	180864	Petty Cash-Debra Peterson		55.68
			105 - 572 20 31 010		Supplies	55.68	
354	01/28/2015	Claims	2	180865	Michael J. Price		300.00
			001 - 522 20 41 000		Professional Services	300.00	
355	01/28/2015	Claims	2	180866	Public Utility Dis No1		359.52
			101 - 576 80 47 010		Community Center	81.30	
			101 - 576 80 47 020		Senior Center	278.22	
356	01/28/2015	Claims	2	180867	Puget Sound Energy		214,554.03
			001 - 521 20 47 000		Public Utilities	31.30	
			001 - 522 50 47 000		Public Utilities	110.74	
			425 - 531 50 47 000		Public Utilities	158.17	
			401 - 535 80 47 000		Public Utilities	9,372.54	
			102 - 536 20 47 000		Public Utilities	61.04	
			412 - 537 80 47 000		Public Utilities	187.35	
			103 - 542 63 47 000		Public Utilities	76.00	
			103 - 542 63 47 000		Public Utilities	8.12	
			103 - 542 63 47 000		Public Utilities	208.93	

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City Of Sedro-Woolley
MCAG #: 0647

01/01/2015 To: 01/28/2015

Time: 09:07:05 Date: 01/23/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			103 - 542 63 47 000		Public Utilities	744.21	
			103 - 542 63 47 000		Public Utilities	9,440.65	
			108 - 557 30 41 000		Advertising	20.39	
			105 - 572 20 47 000		Public Utilities	248.16	
			101 - 576 80 47 000		Riverfront	550.91	
			101 - 576 80 47 010		Community Center	177.36	
			101 - 576 80 47 020		Senior Center	333.91	
			101 - 576 80 47 040		Train	98.25	
			101 - 576 80 47 050		Hammer Square	204.93	
			101 - 576 80 47 051		Bingham / Memorial	106.56	
			101 - 576 80 47 052		Bingham Caretaker	92.41	
			101 - 576 80 47 052		Bingham Caretaker	18.95	
			101 - 576 80 47 053		Other Utilities	10.81	
			101 - 576 80 47 070		City Hall	2,280.66	
			104 - 595 30 63 080		Const-SR20 Cook Realign TI	90.98	
			104 - 595 61 63 050		Const-SR20/Cook Sidewalks	189,920.70	
357	01/28/2015	Claims	2	180868	Rene's World		23.85
			401 - 535 80 31 000		Office Supplies	10.83	
			001 - 558 60 31 000		Supplies/Books	13.02	
358	01/28/2015	Claims	2	180869	Seawestern Fire Fighting Equip		623.88
			001 - 522 20 48 000		Repairs/Maint-Equip	623.88	
359	01/28/2015	Claims	2	180870	Sedro-Woolley Auto Parts		318.64
			001 - 522 20 31 000		Operating Supplies	8.34	
			401 - 535 50 48 040		Maintenance Of Vehicles	42.13	
			102 - 536 20 35 000		Small Tools/Minor Equip	12.56	
			412 - 537 80 31 000		Operating Supplies	38.45	
			103 - 542 30 35 000		Small Tools/Minor Equip	11.92	
			501 - 548 30 31 000		Operating Supplies	205.24	
360	01/28/2015	Claims	2	180871	Sedro-Woolley Volunteer		11,223.50
			001 - 522 20 11 010		Salaries-Volunteers	11,223.50	
361	01/28/2015	Claims	2	180872	Skagit Co District Court		1,457.00
			001 - 512 50 51 001		District Court Surcharge	1,457.00	
362	01/28/2015	Claims	2	180873	C/o Skagit County Treasur Skagit Council Of Governments		7,465.00
			104 - 544 40 51 000		MPO RTPO Match	2,875.00	
			001 - 558 60 51 000		SCOG	4,590.00	
363	01/28/2015	Claims	2	180874	Skagit County EMS		300.00
			001 - 522 45 49 010		Tuition/Registration	300.00	
364	01/28/2015	Claims	2	180875	Skagit Publishing		84.40
			001 - 558 60 41 010		Advertising	84.40	
365	01/28/2015	Claims	2	180876	Skagit Surveyors &		1,655.50
			425 - 594 31 61 000		Land Acquisition	1,655.50	
366	01/28/2015	Claims	2	180877	Heather Sorsdal-Hirotaka		90.00
			001 - 521 40 43 000		Travel	90.00	
367	01/28/2015	Claims	2	180878	Staples Business Advantage		730.07
			001 - 521 20 31 002		Office/Operating Supplies	194.16	
			401 - 535 80 31 000		Office Supplies	535.91	
368	01/28/2015	Claims	2	180879	Stiles & Stiles		2,950.00
			001 - 512 50 41 010		Municipal Court Judge	2,950.00	
369	01/28/2015	Claims	2	180880	Truck Toys Inc		1,198.93
			001 - 522 20 35 000		Small Tools & Minor Equip	1,101.28	
			412 - 537 50 48 000		Repairs/maint-equip	97.65	

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City Of Sedro-Woolley
MCAG #: 0647

01/01/2015 To: 01/28/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
370	01/28/2015	Claims	2	180881	True Value	140.85	
					001 - 522 20 31 000 - Operating Supplies	14.09	
					001 - 522 20 31 000 - Operating Supplies	34.24	
					401 - 535 80 31 010 - Operating Supplies	3.57	
					102 - 536 20 31 010 - Operating Supplies	23.86	
					412 - 537 80 31 000 - Operating Supplies	3.79	
					101 - 576 80 48 007 - Bingham Park	14.08	
					101 - 576 80 48 012 - Harry Osborne	30.34	
					111 - 594 21 64 111 - Kennel Improvements	16.88	
371	01/28/2015	Claims	2	180882	USA Blue Book	411.50	
					401 - 535 80 31 010 - Operating Supplies	411.50	
372	01/28/2015	Claims	2	180883	Upstart	365.03	
					105 - 572 20 34 000 - Summer Reading Program	365.03	
373	01/28/2015	Claims	2	180884	Valley Freightliner Inc	1,882.72	
					412 - 537 50 48 000 - Repairs/maint-equip	616.02	
					412 - 537 50 48 000 - Repairs/maint-equip	1,266.70	
374	01/28/2015	Claims	2	180885	WA Assoc Of Building Off	95.00	
					001 - 524 20 49 010 - Misc-Dues	95.00	
375	01/28/2015	Claims	2	180886	WA Assoc Of Sheriffs &	180.00	
					001 - 521 20 49 010 - Dues/Subscriptions	180.00	
376	01/28/2015	Claims	2	180887	WA St Assoc Of Permit Tech	35.00	
					001 - 558 60 49 010 - Dues/Subscript/Membership	35.00	
377	01/28/2015	Claims	2	180888	WA St Dept Of Licensing	30.00	
					001 - 512 50 49 010 - Dues/Subscriptions	30.00	
378	01/28/2015	Claims	2	180889	WA St Fire Fighters Assoc	110.00	
					001 - 522 20 49 010 - Misc-Dues	110.00	
379	01/28/2015	Claims	2	180890	WA State Assoc. of Fire Marshal's	180.00	
					001 - 522 20 49 010 - Misc-Dues	180.00	
380	01/28/2015	Claims	2	180891	WA State Dept Of Ecology	5,267.16	
					401 - 535 80 51 020 - DOE Discharge Permit	5,267.16	
381	01/28/2015	Claims	2	180892	WA State Dept Of Ecology	1,524.00	
					425 - 531 50 51 000 - DOE NPDES Permit	1,524.00	
382	01/28/2015	Claims	2	180893	WA State Dept Of L & I	129.00	
					101 - 576 80 48 016 - City Hall	129.00	
383	01/28/2015	Claims	2	180894	WA State Dept Of Revenue	367.00	
					101 - 362 50 00 000 - Houser Land Rental	-47.12	
					425 - 362 50 00 425 - Land Rents, Leases	-319.88	
384	01/28/2015	Claims	2	180895	Washington Fire Chiefs	700.00	
					001 - 522 20 49 010 - Misc-Dues	700.00	
385	01/28/2015	Claims	2	180896	Washington State Bar Assn	255.00	
					001 - 515 30 49 000 - Dues & Subscriptions	255.00	
386	01/28/2015	Claims	2	180897	Washington State Patrol	132.00	
					001 - 521 20 51 000 - Intergov Svc-Gun Permits	132.00	
387	01/28/2015	Claims	2	180898	Waste Management Of Skgt	10,720.44	
					412 - 537 60 47 010 - Recycling - Household	10,720.44	
388	01/28/2015	Claims	2	180899	Whatcom County Park & Rec	5,042.50	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

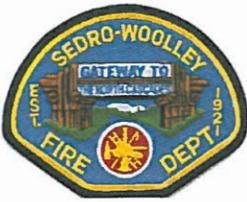
01/01/2015 To: 01/28/2015

Time: 09:07:05 Date: 01/23/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 40 49 020		Range Fees	5,042.50	
389	01/28/2015	Claims	2	180900	Wood's Logging Supply Inc	127.94	
			001 - 522 20 48 000		Repairs/Maint-Equip	74.25	
			401 - 535 50 48 010		Maintenance Of Lines	53.69	
390	01/28/2015	Claims	2	180901	Zoll Medical Corporation GPO	212.00	
			001 - 522 20 31 000		Operating Supplies	212.00	
						53,135.09	
						21,522.17	
						101.83	
						10,670.97	
						192,886.68	
						1,020.75	
						20.39	
						16.88	
						25,532.31	
						15,689.27	
						4,198.18	
						205.24	
						324,999.76	Claims:
						324,999.76	324,999.76
* Transaction Has Mixed Revenue And Expense Accounts							

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Sedro-Woolley and that I am authorized to authenticate and certify to said claim.

Finance Director	Date
Finance Committee Member	Date
Finance Committee Member	Date
Finance Committee Member	Date



City of Sedro-Woolley Fire Department

Dean Klinger, Chief
325 Metcalf Street
Sedro-Woolley, WA 98284

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 28 2015

(360) 855-2252 • Fax (360) 855-0196

7:00 P.M. COUNCIL CHAMBER
AGENDA NO. 32

MEMORANDUM

To: Mike Anderson, Mayor & City Council Members
From: Todd Olson, Assistant Fire Chief
Date: January 23, 2015
RE: Tegris Contract

Tegris works on one basic method. It helps enforce corrective action on properties that are NOT in compliance. That's simply it. By doing that, we **improve fire and life safety in the community**, create inspection and repair work for service providers, and improve the cost of fire insurance premiums for property owners.

This online Inspection Testing & Maintenance Enforcement Engine™ tracks and DRIVES compliance, and is a proven working model. It helps the fire department develop all of the property and system information for their entire jurisdiction. Then we track that data for any needed updates such as missing information, overdue inspections, or deficient systems. When it's time, we collaborate with the stakeholders to improve that data. We provide the stakeholders with numerous valuable and free services to encourage their participation which the fire authority already requires. The authority benefits from a growing database without doing all the work.

This system will save the fire department time savings from manually entering into our system the hundreds of reports that are received via hard copy by mail each year.

The use of the system can also save the property owners some money by having lists of companies that provide the services and within the system and a push of a few buttons receive bids for services, in turn saving them some money.

Recommended Action:

Staff recommends that the city contracts with Tigris at no charge for this online service.



This TegrisFIRE™ Agreement (the “**Agreement**”) is entered into _____ (“**Effective Date**”) by and between Tegris Inc., a Washington Corporation, with offices at 5202 Olympic Drive Suite 202, Gig Harbor Washington (“**Tegris**”) and the _____, a municipal corporation with offices at _____ (“**Customer**” or “**Authority**”) for the delivery of services (“**Services**”) as described below. This Agreement governs Customer’s access to and use of the Service. TegrisFIRE™ provides a service which, in general terms, accepts and compiles Confidence Test Reports, tracks compliance, and notifies appropriate parties of non-compliance. The Customer agrees to require and enforce Confidence Test Reports to be submitted through the TegrisFIRE™ platform.

1. Definitions.

- 1.1. “**Service**” means the services referred to by Tegris as TegrisFIRE™ application services that are hosted by Tegris and described in this Agreement.
- 1.2. “**Site**” means the location where the Service is provided. The TegrisFIRE™ application is located at www.tegrisfire.com. Other Tegris services are provided at www.tegrisinc.com.
- 1.3. “**Owner**” means any entity responsible and accountable for maintaining and managing fire protection assets within their premises.
- 1.4. “**Authority**” means any entity accountable to the people (usually a government agency) for assuring fire protection law enforcement.
- 1.5. “**Contractor**” means any entity responsible for performing on-premise inspection services.
- 1.6. “**Incumbent Contractor**” means any Contractor that performed on-premise inspection services in the previous inspection period and submitted an inspection report for such premise via the Service.
- 1.7. “**End User**” means any entity with a named account in the TegrisFIRE™ application.
- 1.8. “**End User Account**” means Tegris-hosted accounts provided to End Users through the Service for the purpose of enabling such End Users to use the Service.
- 1.9. “**Confidence Test Report**” means an inspection report for a fire or life safety system as required by the Authority.
- 1.10. “**Jurisdiction**” means all properties for which an authority has the right or power to administer enforcement and has statutory or contractual authority and responsibility for fire or life safety code enforcement. For example, a city fire marshal may not have jurisdiction over Federal Properties.

2. Services.

- 2.1. **Owner Notification Services.** Tegris will use commercially reasonable efforts to provide digital and paper-based communications on behalf of the Authority to remind owners of their annual inspection obligations. This will include a notice no later than 30 days in advance of each of the Owner’s system inspection due dates. When necessary a notice at 30 and 60 days past the inspection due date will be communicated. Upon completion of the Authority’s review any deficiencies requiring correction will be communicated to the Owner. If necessary a final notice will be sent 30 days after the first deficiency notice.
- 2.2. **Contractor Notification Services.** Tegris will use commercially reasonable efforts to notify Incumbent Contractor(s) of upcoming inspections for properties previously serviced by the contractor. Where available and when enabled, Tegris will provide notification to the Authority and Contractor of submitted reports with unverified certification as described in Certification Verification Services below.





2.3. **Contractor Competitive Opportunities.** Each Contractor with an active End User Account will be included in a directory that will be presented via the Service to Owners for potential inspection services.

2.4. **Inspection Reporting.** Tegris will use commercially reasonable efforts to enable the submission, communication, approval, tracking and storage of Inspection Reports and deficiencies.

2.5. **Dashboards.** Tegris will use commercially reasonable efforts to enable each End User to view a dashboard that tracks their respective roles' activities in Inspection Reporting and deficiencies.

2.6. **Export Services.** Tegris will use commercially reasonable efforts to enable the End User to fully export all or some of their visible data to an exportable file format including but not limited to comma separated value format.

2.7. **Certification Verification Services.** Tegris will use commercially reasonable efforts to enable the Authority to easily identify uncertified inspections.

2.8. **Data Collection Services.** Tegris will use commercially reasonable efforts to assist the Customer in gathering relevant property and system information in relation to inspection, test, and maintenance compliance.

3. **Authority Obligations.**

3.1. **Reporting Fees.** Customer agrees that End Users submitting reports into the TegrisFIRE™ system shall be responsible for all report submission fees as described in the current Pricing Schedule in table 4.1.1.

3.2. **Maintenance of Current Information.** The Customer agrees to maintain current records within the TegrisFIRE™ system including adding, deleting, and editing property, system, and contact information as it is discovered.

3.3. **Timely Response.** The Customer agrees to provide a timely response for submitted reports. This may either be the "No Review Necessary at this time" automated response controlled in the Customer's preferences OR a deliberate accept or rejection of the report. Additionally, the Customer agrees to provide timely enforcement of property owners overdue for submitting a valid inspection report and which have received final notification via the TegrisFIRE™ system.

3.4. **Permissible Use.** Customer agrees to use the Service only for purposes that are legal, proper and in accordance with this Agreement and any applicable policies or guidelines. Customer agrees that it will not engage in any activity that interferes with or disrupts the Service or servers or networks connected to the Service.

3.5. **Authority Use Responsibility.** Authority will ensure that all inspection reports for systems in their jurisdiction are submitted via the Service. In the event that a Contractor submits a report directly to the Authority bypassing the Service, the Authority will establish and maintain a strict standard for accepting paper Inspection Reports to include hand delivery of the completed, signed and legible standard Inspection Report form consistent with the standard Inspection Report form used by the Service to the designated office of the Authority no later than 15 days after the inspection along with proof of any required Contractor certifications. The Authority will input the received report into the Service and be responsible for all applicable Service fees after ___ months of the ("Effective Date").



4. Pricing Schedule.

4.1. The schedule of fees is presented in table 4.1.1, and is subject to reasonable changes such as cost increases and taxes and is considered part of this attachment. Multi-system discounts may apply. Pre-purchase volume discounts may apply. Additional fees may apply including, but are not limited to, overdue fees, manual processing fees and mailing fees. Any change to the pricing schedule or additional fees shall be disclosed to and subject to approval by the Authority no later than 30 days prior to initiating price change.

Table 4.1.1.

Service	Submission Fee
Inspection Report Submission, Tracking, and Notification – Fire Sprinkler System	\$15 per system
Inspection Report Submission, Tracking, and Notification – Fire Alarm System	\$15 per system
Additional Inspection Report Submission, Tracking, and Notification – Including Standpipe System, Fire Pump System, Kitchen Hood System	\$15 per system
Authority Collected Fees – Including Overdue, Review, or Service Fees	Set by Authority

5. Term.

5.1. The term of the business relationship of the parties under this Agreement shall commence on the date first written above (“Effective Date”) and will expire automatically and without notice to either party 36 months from the date of the Effective Date.

5.2. After 18 months from (“Effective Date”), either party may terminate this agreement by providing written 30 day notice.

Customer

Tegris

By

By

(Signature of Authorize Representative)

(Signature of Authorize Representative)

(Name/Title)

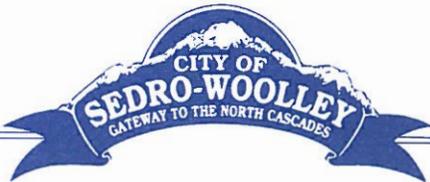
(Name/Title)

(Date)

(Date)

JAN 28 2015

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 28 2015

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

**2ND READING
OLD BUSINESS**

Eron M. Berg
City Supervisor/Attorney

January 23, 2015

Washington Department of Fish & Wildlife

Olympia, WA

Re: Notice of Cancellation/Land Use Agreement 23-0658B
WDFW/Sedro-Woolley, Skagit River access

To Whom it May Concern:

I am writing to provide notice on behalf of the City of Sedro-Woolley that the city is not interested in automatically renewing the Land Use Agreement dated June 29, 1990 regarding the Riverfront Park WDFW boat launch facility on the Skagit River. Therefore, pursuant to Section 12 of that Agreement, this will serve as the city's notice of cancellation.

The city is, however, very interested in engaging WDFW in a conversation about options and opportunities for the city and WDFW to continue to provide this valuable resource to the community. The boat launch facility and toilet are heavily used by anglers from all over the state and the city would like to see the launch remain a vital part of the community. Also, as it is currently configured, the WDFW facility shares an access with the city's RV park and from all appearances is very much integrated into Riverfront Park.

I suspect there are other examples of partnerships that may not be so lengthy in nature or require so much of the local partner. In our case, the toilet facility has become problematic to keep properly cleaned and maintained and the city neither owns nor has access to proper equipment to maintain the boat launch itself. We are well equipped to keep the site graded, empty trash cans, control the brush and secure the site each day. Maybe there is an opportunity for us to partner in a way that works well for both the city and WDFW. Who would be the right person for us to talk to about possible options for a new agreement?

Sincerely,

CITY OF SEDRO-WOOLLEY

Eron Berg

cc: City Council

23-0658B

WASHINGTON DEPARTMENT OF WILDLIFE
LAND USE AGREEMENT
(Skagit River - Sedro Woolley Access, Skagit County)

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 14 2015

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

This agreement is between the CITY OF SEDRO WOOLLEY (the City) and WASHINGTON DEPARTMENT OF WILDLIFE (WDW).

WDW is the owner in fee of a parcel of real property on the Skagit River at Sedro Woolley situated in the County of Skagit, State of Washington and legally described on Appendix A attached hereto and made a part of this agreement (the Property).

The City owns the adjacent land known as Riverside Park and the land across the County road from the Property. The City is developing this land into an RV park and redeveloping the Property.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. TERM: The term of this agreement shall be twenty-five years beginning June 1, 1990 and ending May 31, 2015.
2. RENEWAL: At the end of the term, this agreement shall automatically be renewed for another term of twenty-five years unless either party cancels this agreement as allowed in Item No. 12. Automatic renewal shall apply to subsequent terms of twenty-five years unless either party cancels this agreement as allowed in Item No. 12.
3. MANAGEMENT, MAINTENANCE AND IMPROVEMENTS: The City shall manage, control, maintain and improve the site and post signs necessary to guide and direct public uses. With Interagency Committee for Outdoor Recreation (IAC) funding the City will initially complete the following work on the Property: Reconstruct the boat ramp, install new gate, fencing, handicap model restroom and barrier rock and pave and strip the entrance road and a portion of the parking area. WDW's engineers will review and approve plans for initial improvements prior to construction. The City shall submit plans to WDW for all additional alterations and improvements the City wants to make on the site. WDW shall give written approval, amendments or denial to the City. The City shall notify WDW prior to any work being done on the site other than routine maintenance. The City shall be responsible for all costs associated with the management, control, maintenance and improvements of the site.
4. RESTRICTIONS OF USE: The following restrictions of use shall apply:
 - a. During the fishing season each year, the anglers shall have unobstructed use of the area for fishing, boat launching and parking purposes. The area can only be closed if necessary to anglers during the hours of darkness.
 - P* b. *W.D.W. license holders* ~~The anglers~~ shall not be charged a fee for access, parking, boat launching or fishing.
 - c. Commercial use shall not be allowed on the site unless a permit is issued by WDW.
5. COMPLIANCE - ALL AGENCIES AND LAWS: The City shall comply with all applicable laws, rules and regulations made by all applicable agencies and government jurisdictions in managing and maintaining the area as outlined in the provisions of this agreement including IAC regulations.
6. ASSIGNMENT: The City shall invite the public to enter upon and use the premises for purposes herein before provided. Any other assignment of rights and privileges shall be with written approval of WDW.

7. ASSESSMENTS: The City shall pay all charges for utilities incurred in use and occupancy of the premises. The City shall not permit liens or assessments to be attached to the property.
8. ACKNOWLEDGEMENT: The City shall acknowledge WDW on those signs identifying the area.
9. INDEMNIFICATION: The City will indemnify and hold harmless WDW, its officials, officers, and employees from and against any damage, claim or liability arising out of this agreement, except for such damage, claim or liability resulting from the acts or omissions of WDW, its officials, officers and employees.
10. ENFORCEMENT: The City has primary responsibility for enforcement of all matters relating to public health, safety, and welfare. WDW will retain primary responsibility insofar as wildlife law enforcement is concerned.
11. AMENDMENT OF AGREEMENT: Amendment to this agreement may be made in writing and signed by both the City and WDW.
12. CANCELLATION: This agreement may be cancelled by either party upon written notification ninety days before the end of the term. WDW may cancel this agreement if the City violates the terms and conditions of this agreement.
13. SURRENDER OF PREMISES: If this agreement is cancelled by either party, as herein provided, and at termination of this agreement, the City shall vacate and deliver the premises in as good or better condition as at time of occupancy, reasonable wear and tear and damage by the elements specifically excepted. Upon cancellation or termination, the City shall have the right for a period of three months from the date of notice of cancellation or termination to remove all facilities not permanently attached to the ground from the premises. Any such facilities not removed by the City at the end of the removal period become the property of WDW without further process.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as below subscribed.

CITY OF SEDRO WOOLLEY

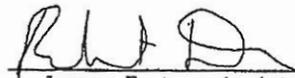
5/29/90
Date



Don T. Walley, Mayor

WASHINGTON DEPARTMENT OF WILDLIFE

6/29/90
Date



Jenene Fenton, Assistant Director

far

STATE OF WASHINGTON)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that DON T. WALLEY signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Sedro Woolley to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated May 29, 1990

Mary Sue Hasonalson
Notary Public for the State of Washington
My appointment expires 7-16-90

STATE OF WASHINGTON)
)ss
County of Thurston)

I certify that I know or have satisfactory evidence that ^{Robert Dice for} JENENE FENTON signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the ^{Acting} Assistant Director of Washington Department of Wildlife to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 6-29-90

Elsie U. Kuyper
Notary Public for the State of Washington
My appointment expires 9-30-91



Approved CK Date 6-26-90
for Regional Manager

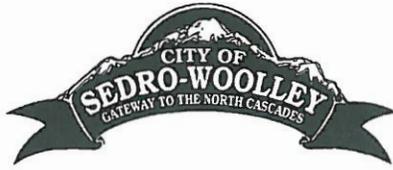
APPENDIX A

Washington Department of Wildlife owned or controlled real property commonly known as the Sedro Woolley public fishing access area on the Skagit River situated in the County of Skagit, State of Washington and legally described as follows:

Township 35 North, Range 5 East W.M., Section 30

Lots 1, 2, 3, 4, 5, 6, 41, 42, 43, 44, 45 and 46 in Block 136; and that portion of Lots 1 to 11, inclusive, in Block 143 lying Northerly of the Skagit River; all in Plat of the Town of Sedro Woolley according to the plat recorded in Volume 1 of Plats, Page 18, records of Skagit County, Washington.

ALSO that part of Water Avenue lying East of Fairhaven Street and between Block 136 and Block 143, all in the Plat of Sedro Woolley according to the plat recorded in Volume 1 of Plats, Page 18, records of Skagit County, Washington.



JAN 28 2015

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

MEMO:

To: City Council
Mayor Anderson

From: John Coleman, AICP 
Planning Director

Date: January 28, 2015

Subject: Skagit County Natural Hazards Mitigation Plan – 1st Read

ISSUE

Skagit County Department of Emergency Management has completed a required update to the Natural Hazards Mitigation Plan. Jurisdictions, tribes, agencies and special purpose districts in Skagit County must participate in the plan to be eligible for FEMA disaster money and assistance.

The Sedro-Woolley Planning Department worked with the County Department of Emergency Management to update the general Sections I-III of the plan, as well as the Sedro-Woolley portion of the Section IV – the jurisdiction-specific portion of the plan. Each jurisdiction, agency, tribe and district must adopt the plan before it can become officially recognized by FEMA. The document is 792 pages long, so a copy of the entire document is not included in this memo. The Sedro-Woolley section is included in Attachment 1 to this memo. The entire draft document (pending FEMA requested amendments) can be viewed online at: <ftp://ftp.skagitcounty.net/DEM/NatHazMitPlan%20Draft%202014.pdf> or the Planning Department can provide you copy upon request.

ATTACHMENTS

Attachment 1 – Sedro-Woolley's section in the Skagit County Natural Hazards Mitigation Plan

REQUESTED ACTION

1st read – no action requested.

Attachment 1

**Sedro-Woolley's section in the
Skagit County Natural Hazards Mitigation Plan – October 2014**

CITY OF SEDRO-WOOLLEY

INTRODUCTION

The City of Sedro-Woolley, in partnership with other local governments and tribes, has been an active participant in the planning process to develop the Skagit County Natural Hazards Mitigation Plan.

The City of Sedro-Woolley's portion of the plan reflects committee contributions from the Building, Planning, Engineering, Public Works, and Finance departments. The Planning Department acted as the lead entity. The Planning Director reviewed the City of Sedro-Woolley portion of the Skagit County Natural Hazards Mitigation Plan in its entirety and forwarded the appropriate portions of the plan to the department head responsible for that section for recommendations and revisions.

Each department head reviewed their relevant section to consider the vulnerabilities, risks, and impacts posed by the natural hazards identified in the Skagit County Natural Hazards Mitigation Plan. Each department head provided amendments based on changes to city infrastructure, population, development trends and codes since the last update to the Plan in 2008. Upon review of Sedro-Woolley's portion of the Skagit County Natural Hazards Mitigation Plan and relevant sections of the Sedro-Woolley Municipal Code and Comprehensive Plan it was determined that the City's mitigation goals and strategies have remained valid and no new priority projects have been identified since the 2008 plan was adopted. After collecting the revised information, the Planning Director compiled and synthesized the appropriate contributions into the City of Sedro-Woolley portion of the 2014 Skagit County Natural Hazards Mitigation Plan.

The Building, Planning, Engineering, Public Works, and Finance departments have created an overall profile of the City of Sedro-Woolley based on size, population, growth trends, economic base and current/future predominant land uses. From this profile, City of Sedro-Woolley was segmented into 4 distinct "neighborhoods" based on geography, land use, and hazard risk elements that are specific to each. The use of these neighborhood profiles has allowed for the development of area-specific risk assessments and has thereby promoted efficient mitigation planning.

The amendments were reviewed in a public forum as part of the multi-jurisdictional planning process described in the SECTION I of the Skagit County Natural Hazards Mitigation Plan. Upon completion of the draft updates to the Skagit County Natural Hazards Mitigation Plan, the Sedro-Woolley City Council will pass a resolution adopting the 2014 Skagit County Natural Hazards Mitigation Plan as the official natural hazards mitigation plan for the City of Sedro-Woolley.

After adoption of the 2014 Skagit County Natural Hazard Mitigation Plan, the plan shall be reviewed and updated in its entirety again under a similar process every five years under the direction of the Skagit County Department of Emergency Management. Throughout the 2014 update, the public was encouraged to participate in the planning process during meetings and comment periods; public participation will continue to be encouraged in future updates to the Plan. The Planning Department will annually monitor and evaluate the City of Sedro-Woolley section of the Plan and the status of mitigation measures (as needed) to insure consistency with the Plan.

City of Sedro-Woolley Overview:

Contact Information: John Coleman, Planning Director
City of Sedro-Woolley
325 Metcalf Street
Sedro Woolley, WA 98284
Telephone: (360) 855-0771

Population of Jurisdiction: 10,610 per April 1, 2014 Washington State Office of Financial Management Estimates

Estimated Geographical Size: 4.16 square miles

Principal Economic Base: Retail and Commercial

Economic Characteristic: Economically disadvantaged

The three neighborhoods are defined as follows:

- 1) The Residential - North Neighborhood is defined according to Land Use/Zoning regulations and is predominantly residential housing. This neighborhood is bordered to the south by Cook Rd. and SR 20.
- 2) The Residential - South Neighborhood is defined according to Land Use/Zoning regulations and is predominantly residential housing. This neighborhood is bordered to the north by Cook Rd. and SR 20.
- 3) The Central Commercial/Industrial Neighborhood is defined according to Land Use/Zoning regulations and is predominantly commercial and industrial. This neighborhood encompasses the central area within the city bordered by the north and south residential neighborhoods, and includes the SW arm containing United General Hospital.
- 4) The Parks and Open Space Neighborhood is defined as publicly owned properties used for public facilities, parks, schools and open space.

The City of Sedro-Woolley, because of geographical, geological and topographical diversities, is subject to a wide variety of hazards. This document

is intended to identify the types of hazards that pose a high degree of risk of occurrence, and the mitigation measures that are currently in place to reduce or mitigate loss to health, life, property, and the environment.

The City of Sedro-Woolley has adopted the 2012 edition of the following building-related codes: International Building Code (IBC); International Residential Code (IRC); International Fire Code; International Mechanical Code; International Fuel Gas Code; International Property Maintenance Code; International Existing Building Code; Uniform Plumbing Code; International Energy Conservation Code; and the Washington State Ventilation and Indoor Air Quality Code [SWMC 15.04.020]. The purpose of these codes is to provide minimum standards to safeguard life and limb, health, property and public welfare. In addition to the general standards for construction, the Building Code provides for geographically specific requirements for seismic design, high wind design and high snow load design. The Building Code also includes construction requirements for construction in a flood plain.

The City of Sedro-Woolley adopted a revised Flood Damage Prevention Ordinance [SWMC 17.66] in 2004. The purpose of this ordinance is to promote public, health, safety and general welfare and minimize public and private losses due to flood conditions in specific areas by provisions designed; To protect human life and health; To minimize expenditure of public money and costly flood control projects; To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; To minimize prolonged business interruptions; To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard; To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas; To ensure that potential buyers are notified that property is in an area of special flood hazard; and To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions [SWMC17.66.020].

The City of Sedro-Woolley Critical Areas Ordinance [Chapter 17.65 SWMC] addresses regulations for flood hazard areas and geologically hazardous areas, as well as wetlands, critical aquifer recharge areas and fish and wildlife habitat conservation areas. Within this ordinance are requirements and restrictions relating to flood-prone areas, steep, unstable or otherwise hazardous slopes which could impact human safety during flood, earthquake and sliding events and as a result ongoing erosion. The purpose of this portion of the Critical Areas Ordinance is to safeguard citizens, property and resources through identification of hazardous areas, requirements for mitigation through engineered design and construction methods; and, when design and construction methods cannot reduce risks to acceptable levels, to prohibit building and construction.

Hazard Mitigation analyses conducted by City of Sedro-Woolley staff was based on the best currently available information and data regarding the characteristics of the neighborhoods identified, the natural hazards that threaten the people, property, and environment of these neighborhoods as well as the impacts these neighborhoods have suffered in past disasters. This information includes the following:

- State Office of Financial Management population estimates, April 2014.
- Assessor tax records.
- FEMA Flood Insurance Rate Maps.
- Skagit County GIS data of various types.
- Department of Natural Resources data.
- US Geological Survey elevation and slope data.
- Natural Resource Conservation Soil Data.
- Washington State Geological Survey Geological Data.
- City of Sedro-Woolley native data sets.
- Sedro-Woolley and Skagit County GIS data sets.
- Other information as available.

In some cases the experience, knowledge and judgment of local officials representing City of Sedro-Woolley government were used in the planning, including assumptions and approximations that were believed to be reasonable. In addition, straightforward, simplified technical analyses were used for tasks such as estimating property values, determining the size of populations affected, and so forth. The reliance on the judgment of knowledgeable officials and simplified analyses is considered acceptable at this stage to allow the participating organizations to complete the tasks needed to develop this multi-jurisdictional natural hazards mitigation plan. As the planning continues in future years, or at the time when a proposed mitigation initiative is intended to be funded and/or implemented, the participating organizations/jurisdictions recognize that additional information and analyses may be required.

National Flood Insurance Program

The City of Sedro-Woolley participates in the National Flood Insurance Program (NFIP). The identifying, analyzing, and prioritizing of mitigation measures is based on (and will continue to be based on) continued participation and compliance with the National Flood Insurance Program.

Repetitive Loss Properties

Several properties are located within the floodway and 100 year floodplain as identified in the 1989 F.E.M.A. Flood Insurance Rate Map. These properties are located at the southern most border of the City, next to the Skagit River and in the "arm" of Sedro-Woolley that extends southwest to United General Hospital. However, there are no structures located on these properties that are classified

as repetitive loss properties. In 2007, the city purchased and demolished the last remaining residence that was in the floodway.

Incorporating Mitigation Into Other Planning Mechanisms

The City of Sedro-Woolley is governed by the Mayor and City Council members that set policy and oversee the various city departments. The process by which the City will incorporate the requirements of the mitigation plan and other information contained in the Skagit County Natural Hazards Mitigation Plan into other planning mechanisms is as follows:

1. Adoption of the plan by the Mayor and City Council.
2. Inclusion into Comprehensive Plan, when appropriate.
3. Inclusion into other planning mechanisms subordinate to the Comprehensive Plan, when appropriate.

Amendments to the Comprehensive Plan are made following an established public review process defined in the Washington State Growth Management Act.

Current Hazard Mitigation Codes/Plans/Ordinances cited below:

- Comprehensive Land Use Plan
- Adopted Land Use/Zoning Code including the Critical Areas Ordinance
- Adopted Fire or Life Safety Code
- Adopted Building Code (2012 International Building/Residential Code)

City of Sedro-Woolley 2014 Natural Hazard Identification and Risk Estimation

**Based on Mitigation 20/20 Risk Assessment Formula (Area Impacted + Health and Safety Consequences + Property Damage + Environmental Damage + Economic Disruption multiplied by Probability of Occurrence). Has been updated for 2014 based on changing conditions and recent events.*

***The greater the Risk Score, the greater the risk.*

	Area Impacted	Health & Safety	Property	Environment	Economic	Probability	Risk Score
Earthquake	4	2	2	1	1	2	20
Flooding	1	1	1	1	1	5	25
High Winds	4	1	2	1	1	5	45
Landslide/Erosion	1	1	1	1	1	1	5
Storm Surge/Tsunami	0	0	0	0	0	1	0
Subsidence, expansive Soils	1	0	1	1	1	1	4
Urban Fire	1	1	1	1	2	2	12
Wildfire	1	1	2	1	1	2	12
Winter Storm	4	1	1	0	1	2	14
Volcanic Activity	4	1	1	1	1	2	16

Total Jurisdictional Risk Estimation Score:	153
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Area Impacted:	0=No impact	1=<25%	2=<50%	3=<75%	4=>75%
Health & Safety:	0=No impact	1=Few injuries	2=Few fatalities, many injuries	3=Numerous fatalities	
Property:	0=No impact	1=Few destroyed or damaged	2=Few destroyed, many damaged or Few damaged, many destroyed	3=Many properties destroyed or damaged	
Environment:	0=Little or No impact	1=Short term	2=Long term	3=No recovery	
Economic:	0=No impact	1=Low costs	2=High direct cost and Low indirect or Low direct and High indirect	3=High Direct and Indirect Cost	
Probability:	1=Unknown but rare	2=Unknown but anticipated	3= <100 year	4=<25 year	5=Once a year or more

Hazard Type	Mitigation
<p>FLOODING A small portion of the City of Sedro-Woolley is located within the 100-year floodplain, while a moderate amount is located within the 500 year floodplain. Flooding events in 1990, 1995, 2003 and 2006 have come close to causing significant damage to structures and property within the City.</p>	<p>The City's Comprehensive Plan Goals and Policies and the Skagit County Countywide Planning Policies (CPPs) directly address flood hazard reduction:</p> <p>Skagit County and Cities and Towns, in cooperation with appropriate local, state and Federal agencies, shall develop and implement flood hazard reduction programs, consistent with and supportive of the Corps Feasibility Study. (CPP 10.13)</p> <p>The purpose of the Floodplain Management chapter (SWMC 17.66) is to protect human life and property; minimize the expenditure of public money; ensure that those who occupy the areas of special flood hazard assume responsibility for their actions and maintain the city's flood insurance eligibility while avoiding regulations which are unnecessarily restrictive or difficult to administer.</p> <p>Skagit County and Cities and Towns shall work together to provide ongoing public education about flooding in a coordinated and consistent program, and shall adopt a flood hazard reduction plan, that works together with the natural and beneficial functions of floodplains. (CPP 10.15)</p> <p>SW Comp Plan Policy LU 4.1: Promote open space, recreation, and agriculture as the highest and best use of land in flood-prone areas.</p> <p>Policy LU 4.2: Implement a community flood-preparedness program.</p> <p>Under requirements of the state Growth Management Act, the Comprehensive Plan also identifies, designates, and protects wetlands, aquifer recharge areas, and frequently flooded areas. This is done through numerous education, incentive, and protection and conservation measures contained in Comprehensive Plan Critical and Sensitive Areas (CSA) Goals and Policies and Development Regulations (SWMC 17.65 & SWMC 17.66).</p> <p>Policy LU16.6: Develop funding mechanisms to permit the City acquisition of sensitive/open space</p>

	<p>areas for the public benefit. Integrate public park and/or trail systems with natural areas where appropriate, but ensure that such uses do not degrade the natural function of these areas.</p> <p>Policy LU17.12: Preserve natural stream environments along the Skagit River and Hansen Creek. Restrict development within two hundred (200) feet of both streams, in compliance with the Shoreline Management Act.</p> <p>The purpose of the Floodplain Management is to promote public, health, safety and general welfare and minimize public and private losses due to flood conditions in specific areas by provisions designed; To protect human life and health; To minimize expenditure of public money and costly flood control projects; To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; To minimize prolonged business interruptions; To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard; To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas; To ensure that potential buyers are notified that property is in an area of special flood hazard; and To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions (SWMC17.66.020).</p> <p>In all areas of special flood hazard where base flood elevation data has been provided as set forth in SCC 14.34.050 or 14.34.120(2), the provisions in SCC 14.34.160 are required in addition to the general regulations per SCC 14.34.150. (SCC 14.34.160)</p> <p>New construction and substantial improvement of any residential structure shall have the finished floor elevation of the lowest floor elevated 1 foot or more above the base flood elevation. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited from occupancy and shall be designed to automatically equalize hydrostatic flood forces on</p>
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	<p>exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect licensed in the State of Washington or must meet or exceed the following minimum criteria: (i) A minimum of 2 openings having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided. (ii) The bottom of all openings shall be no higher than 1 foot above finished grade. (iii) Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.</p> <p>All new or substantially improved manufactured homes to be placed or substantially improved within flood hazard zones where base flood elevation data is provided shall be elevated on a permanent foundation such that finished floor elevation of the lowest floor of the manufactured home is 1 foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of SCC 14.34.150(6)(b).</p> <p>New construction and substantial improvements of any commercial, industrial or other nonresidential use structure shall either have the finished floor elevation of the lowest floor elevated 1 foot or more above the base flood elevation or, together with attendant utility and sanitary facilities, shall: (i) Be floodproofed so that below 1 foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water. (ii) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. (iii) Be certified by a registered professional engineer or architect licensed in the State of Washington that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this Subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in SCC 14.34.140. (iv) Nonresidential use structures that are elevated, not floodproofed, must meet the standards for space</p>
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	<p>below the lowest floor as set forth in Subsection (1) of this Section. (v) Applicants floodproofing nonresidential use buildings shall be notified that flood insurance premiums will be based on rates that are 1 foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated as 1 foot below that level).</p> <p>Wet Floodproofing Standards for Agricultural and Utility Use Structures. New construction or substantial improvements of any agricultural building, as defined in Chapter 14.04 SCC (Definitions), or utility use structure, when not meeting floodproofing or elevation requirements of Subsection (3) of this Section shall:</p> <p>(i) Not be used for human habitation. (ii) Be anchored to prevent flotation, collapse or lateral movement. (iii) Use flood-resistant materials below the BFE. (iv) Be limited to parking and limited storage. (v) Have a low potential for structural damage from inundation, scouring, velocities or debris impact. (vi) Be designed and oriented to automatically allow the free passage of floodwater through the structure in a manner affording minimum damage to the structure or its contents. (vii) All electrical and mechanical equipment permanently affixed to the structure is elevated 1 foot above base flood elevation; or be made waterproof by accepted systems to the appropriate code. (viii) When valuation of the structure exceeds \$50,000, the provisions in Subsections (4)(a)(i), (ii) and (iii) of this Section shall be verified by a currently registered professional engineer or architect licensed in the State of Washington. The valuation used shall be that currently used by the Administrative Official for determining building permit fees.</p> <p>Critical facilities should be afforded additional flood protection due to their nature. Construction of new critical facilities should be, to the extent possible, located outside the limits of the 100-year floodplain as identified on the County's FIRM. Construction of new critical facilities may be permissible within the 100-year frequency floodplain if no feasible alternative site is available. When allowed, critical facilities constructed within the 100-year frequency floodplain shall have the lowest floor elevated to 3 or more feet above the level of the 100-year frequency flood.</p>
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	<p>Floodproofing and sealing measures shall be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the 100-year frequency flood shall be provided to all critical facilities to the extent possible.</p> <p>Through federal and state grants, a significant number of repetitive loss properties, in areas prone to flooding, have been purchased by the City or County and the buildings either demolished or removed.</p>
<p>EARTHQUAKE</p> <p>The City of Sedro-Woolley is located in seismic zone D-1 as determined by the International Building Code. Damage and loss due to earthquake was experienced as recently as the 2001 Nisqually earthquake.</p>	<p>All new buildings not meeting the strict prescriptive requirements of the IBC or IRC are required to have their structural elements designed by a professional engineer or registered architect. Such design is required to include seismic analysis of the building in addition to wind, gravity and other forces.</p> <p>Building permits are issued for repair of seismically damaged buildings, normally based on a site inspection by the field inspection staff. All repair construction must meet the current building code requirements for seismic design.</p> <p>In areas of the County with steep or unstable slopes, or with soil prone to liquefaction, geotechnical reports, prepared by a professional engineer, are required as part of a building permit application. Such reports must include an analysis of the effects of a seismic event.</p>
<p>HIGH WINDS</p> <p>The City of Sedro-Woolley is located in a borderline high wind area. The design wind speed for City of Sedro-Woolley is 85 mph. The entire city is also classified as exposure B (2012 IBC/IRC), where forests and hills provide some protection from winds.</p>	<p>SWMC 15.04.020. The 2012 International Building Code, including provisions for high winds.</p> <p>All new buildings not meeting the strict prescriptive requirements of the building code for adequate wall bracing, are required to have their structural elements designed by a professional engineer or registered architect utilizing the wind design requirements of the building code.</p>
<p>LANDSLIDE</p>	<p>Mitigation: Article IV, Chapter 17.65 SWMC includes the standards for geologically hazardous areas. Geologically hazardous areas include erosion</p>

<p>Portions of City of Sedro-Woolley are prone to landslide due to steep slopes, soil erosion, fractured rock faces, etc.</p>	<p>hazards, landslide hazards, mine hazards, volcanic hazards and seismic hazards, and shall be designated consistent with the definitions provided in WAC 365-190-080(4). Geologically hazardous areas shall be classified as “known or suspected risk,” or “unknown risk.”</p> <p>A site visit shall be conducted by the director to determine whether: (1) “Areas of Known or Suspected Risk” identified below are or may be present within two hundred feet of the project or activity; (2) the proposed project or activity is or may be within a distance from the base of an adjacent landslide hazard area equal to the vertical relief of such hazard area; (3) the proposed activity may result in or contribute to an increase in hazard; and (4) whether the project or hazard areas pose a risk to life, property, or other critical areas on or off the project area sufficient to require a site assessment.</p> <p>Site Visit Determination. The director shall make a determination using the following progressive order:</p> <p>1. No Site Assessment. Where the director determines that the project or activity area has no potential for impacting adjacent ownership and property, other types of critical areas, public property (such as roads and other facilities) or living quarters of any kind, including any existing or proposed off-site, the director shall not require additional site assessments prior to approval under the provisions of this chapter.</p> <p>2. Site Assessment Required. If the director determines during the site visit described in SWMC Section 17.65.410 that the proposed development activity falls within two hundred feet of an “Area of Known or Suspected Risk” and the geologic condition may pose a risk to life and property on or off the project area, then a geologically hazardous area site assessment of the project area by a qualified professional as described in subsection (B)(2) of this section shall be required as part of the complete development permit application.</p> <p>B. Geologically Hazardous Area Site Assessment. When required by the director, a site assessment report shall be prepared by a qualified professional. Portions of the report relating to recommended</p>
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	<p>design or mitigation shall be prepared under supervision of a licensed professional engineer. A qualified professional shall mean an engineer, licensed in the state of Washington, with training and experience analyzing geologic, hydrologic, and groundwater flow systems in Washington State; or by a geologist who earns his or her livelihood from the field of geology and/or geotechnical analysis, with training and experience analyzing geologic, hydrologic and groundwater flow systems in Washington State, who has received a relevant degree from an accredited four-year institution of higher education.</p> <p>The geologically hazardous area site assessment report shall classify the type of hazard in accordance with SWMC Sections 17.65.400 and 17.65.410. The site assessment report shall include the following as appropriate:</p> <ol style="list-style-type: none">1. A site plan must be prepared in accordance with the development permit requirements. The site plan shall depict the height of slope, slope gradient and cross section of the site. The site plan shall indicate the location of all existing structures, proposed structures and any significant known geologic features on the subject site. The site plan shall also include the location of springs, seeps, or other surface expressions of groundwater. The site plan shall also depict any evidence of surface or stormwater runoff;2. A detailed description of the project, its relationship to potential geologic hazard(s), and its potential impact upon the hazard area(s), the subject property and adjacent properties. The description shall make a determination if a geologically hazardous area(s), as described in SWMC Section 17.65.020(C)(5), is present on the subject site. The narrative shall include a full discussion of the geologic factors and conditions on the subject site resulting in the qualified professionals conclusions;3. An assessment of the geologic characteristics and engineering properties of the soils, sediments, and/or rock of the subject property and potentially affected adjacent properties. Soils analysis shall be accomplished in accordance with the Unified Soil Classification System;
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	<p>4. A description of load intensity including surface and groundwater conditions, public and private sewage disposal systems, fills and excavations and all structural development;</p> <p>5. An assessment describing the extent and type of vegetative cover to include tree attitude;</p> <p>6. For Potential Landslide Hazards. Estimate slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure. Quantitative analysis of slope stability or slope stability modeling may be required by the director;</p> <p>7. Additional site assessment standards may be required by the director.</p> <p>C. Site Assessment Conclusions.</p> <p>1. Where the qualified professional determines that a geologically hazardous condition is not present on the subject site and/or will not occur as a result of the proposed project, will have no potential for impacting adjacent ownership and property, other types of critical areas, public property (such as roads and other facilities) or living quarters of any kind, including any existing or proposed off-site, the director shall not require additional site assessments prior to approval under the provisions of this chapter. The qualified professional shall be required to certify that a geologic hazard is not present on the subject parcel as described in SWMC Section 17.65.020(C)(5).</p> <p>2. Properties identified by the director and the qualified professional containing geologically hazardous conditions shall require a geologically hazardous area mitigation plan. Critical facilities as defined under SWMC Chapter 14.04 shall not be sited within designated geologically hazardous areas (Exception: volcanic hazard areas). No residential structures shall be located in geologically hazardous areas or their buffers that cannot be fully mitigated.</p> <p>The mitigation plan shall be prepared by a professional engineer or geologist under supervision of a professional engineer and include a discussion on how the project has been designed to avoid and minimize the impacts discussed under Section 17.65.420(B)(2) of this chapter. The plan shall also make a recommendation for the minimum building setback from any bluff or slope edge and/or other</p>
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	<p>geologic hazard shall be based upon the geotechnical analysis under Sections 17.65.420(B)(2) and (B)(3) of this chapter required. Mitigation plans shall include the location and methods of drainage, locations and methods of erosion control, a vegetation management and/or restoration plan and/or other means for maintaining long-term stability of geologic hazards. The plan shall also address the potential impact of mitigation on the hazard area, the subject property and affected adjacent properties. The mitigation plan must be approved by the director and be implemented as a condition of project approval.</p> <p>Within designated geologic hazards, mitigation plans shall address the appropriate items listed below as required by the site assessment. One or more of the following mitigation standards, as required by the director, shall be included as components of a mitigation plan pursuant to the requirements of SWMC Section 17.65.420 (site assessment report).</p> <p>Other mitigation standards, other than those listed below, may be required by the director depending on the geologic hazard and the site conditions.</p> <p>A. Mitigation Standards.</p> <ol style="list-style-type: none"> 1. A temporary erosion and sedimentation control plan prepared in accordance with the requirements of SWMC Title 15, Buildings and Construction as amended. 2. A drainage plan for the collection, transport, treatment, discharge and/or recycle of water in accordance with the requirements of SWMC Title 15, Buildings and Construction as amended. 3. All proposals involving excavations and placement of fills shall be subject to structural review under the appropriate provisions as found in the Uniform Building Code. 4. Critical facilities shall not be sited within designated geologically hazardous areas. (Exception: volcanic hazard areas). 5. Surface drainage shall not be directed across the face of a landslide hazard (including ravines). If drainage must be discharged from the hazard area into adjacent waters, it shall be collected above the hazard and directed to the water by tight line drain and provided with an energy dissipating device at the
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	<p>point of discharge.</p> <p>6. All infiltration systems such as, stormwater detention and retention facilities, and curtain drains utilizing buried pipe or French drain, are prohibited in geologically hazardous areas and their buffers unless a site assessment report indicates such facilities or systems will not affect slope stability and the systems are designed by a licensed civil engineer. The engineer shall also certify that the system and/or facilities are installed as designed.</p> <p>7. Vegetation Removal and Replanting. Removal of vegetation in landslide hazard, erosion hazard and coastal bluff hazard areas shall be minimized. Any replanting that occurs shall consist of trees, shrubs, and ground cover that is compatible with the existing surrounding vegetation, meets the objectives of erosion prevention and site stabilization, and does not require permanent irrigation for long-term survival.</p> <p>8. A minimum buffer with a width of thirty feet shall be established from the top, toe and all edges of all landslide hazardous areas. Existing native vegetation shall be maintained in accordance with mitigation recommendations within the buffer area. Any modifications to the buffer requirement shall be based on the report and recommendations of the professional geologist under supervision of a licensed professional engineer. The buffer may be reduced to a minimum of ten feet when, supported by a geotechnical report, and the applicant demonstrates to the director that the reduction will adequately protect the proposed development, adjacent developments and uses and the subject critical area. The buffer may be increased by the director for development adjacent to a ravine which is designated as unstable on the Coastal Zone Atlas, Washington, Volume Two Skagit County (1978) or where the director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development (as in the case where the area potentially impacted by a landslide exceeds thirty feet). Normal nondestructive pruning and trimming of vegetation for maintenance purposes; or thinning of limbs of individual trees to provide a view corridor, shall not be subject to these buffer requirements.</p> <p>9. Seismic Hazard Areas. Structural development proposals shall meet all applicable provisions of the</p>
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	<p>International Building Code.</p> <p>The director shall evaluate documentation submitted pursuant to SWMC Section 17.65.420(B)(2) (site assessment report) and condition permit approvals to minimize the risk on both the subject property and affected adjacent properties. All conditions on approvals shall be based on known, available, and reasonable methods of prevention, control and treatment. Evaluation of geotechnical reports may also constitute grounds for denial of the proposal.</p> <p>B. Alterations of the buffer and/or geologically hazardous area. Alterations of the buffer and/or geologically hazardous area may occur for development meeting the following criteria:</p> <ol style="list-style-type: none">1. No reasonable alternative exists; and2. A site assessment report is submitted and certifies that:<ol style="list-style-type: none">a. There is a minimal hazard as proven by evidence of no landslide activity in the past in the vicinity of the proposed development and a qualitative analysis of slope stability indicates no significant risk to the development proposal and adjacent properties; or the geologically hazardous area can be modified or the development proposal can be designed so that the hazard is eliminated or mitigated so that the site is as safe as a site without a geologically hazardous area,b. The development will not significantly increase surface water discharge or sedimentation to adjacent properties beyond predevelopment conditions,c. The development will not decrease slope stability on adjacent properties, andd. Such alterations will not adversely impact other critical areas. <p>C. Noncompliance and Failed Mitigation Plans.</p> <ol style="list-style-type: none">1. Projects found to be in noncompliance with the mitigation conditions issued as part of the development approval are subject to enforcement actions necessary to bring the development into compliance with this chapter.2. Mitigation plans which do not fulfill the performance required based on the site assessment/geotechnical report findings or otherwise fail to meet the intent of this chapter shall be revised and the subject development brought into compliance with the revised mitigation plan.
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	<p>3. Mitigation Plan Certification. Upon completion of the project, a qualified professional shall certify that the mitigation plan has been properly implemented. The certification shall be required prior to final approval of the project by the director.</p>
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Mitigation Goals

In addition to the mitigation goals identified in Section III of this plan, the City of Sedro-Woolley has identified the following jurisdiction-specific mitigation goals:

- Provide for an increased level of safety to the citizens of Sedro-Woolley.
- Provide for an increased level of protection for public infrastructure.
- Work with other neighboring jurisdictions to add additional flow capacity to the Skagit River in order to minimize catastrophic flooding losses

The mitigation goals and strategies and other information contained in the plan have been incorporated into the Critical Areas ordinance, other sections of the Sedro-Woolley Municipal Code and the Comprehensive Plan. See preceding table.

Mitigation Projects

Below is a list of possible mitigation projects that need to be performed in the City of Sedro-Woolley and projects that have been completed since the 2008 Hazard Mitigation Plan. Progress that has been made since the 2008 Hazard Mitigation Plan has also been noted. The following list generally reflects the potential mitigation projects identified during the 2003 Natural Hazard Mitigation Plan development process less the projects that have been completed. The City’s mitigation objectives have remained consistent and no new priority projects have since been identified. Funding and other resources, as available, shall be applied to the already identified potential mitigation projects. Prioritization was based on the criteria established in Section III of the Skagit County Natural Hazard Mitigation Plan.

FLOODING

Wastewater Treatment Plant

The sewer treatment plant is located within the 100-year floodplain, and could be disabled if a large flooding event or lahar were to occur. If it were to become inoperable then a serious human health hazard would exist. Construct a ring dike, flood wall or otherwise mitigate the wastewater treatment plant against a

75-year flood event or volcanic lahars. Dike improvements were made since 2003 to armor the existing dike.

- Responsible Entity – Sedro-Woolley Public Works Dept.
- Funding Source – Sewer funds, other local sources, and state and federal grants
- No funding has been secured to protect the plant from a more severe flooding event or lahar.

Relocate Public Works Shops and Offices

The Street Department shop and offices are located in the floodplain. This should be mitigated in place or moved out of the floodplain.

- Responsible Entity – Sedro-Woolley Public Works Dept.
- Funding Source – Local sources, and state and federal grants
- Funding not yet available to move the Streets Department

Riverfront Park Landfill Site

Riverfront Park, located at the very southern end of the city limits, is an old abandoned landfill. When flooded, this site has been known to have garbage enter the floodwaters. This site should be excavated and the materials disposed of properly, or mitigated in place.

- Responsible Entity – Sedro-Woolley Public Works Dept.
- Funding Source – Local sources, and state and federal grants
- No funding yet available

Brickyard Creek Flood Storage and Fish Enhancement

Brickyard Creek has had a significant amount of its floodwater storage capacity eliminated due to development. With very little storage capacity left, any discharges into the stream system immediately surge downstream. Increasing this storage capacity would help to attenuate stream discharges. The Washington State Fisheries Department has identified a potential site for additional flood storage on property south of Jones Road and west of the railroad, known as the Belles property. Transforming this site would help minimize local flooding. This enhancement project would serve multiple functions: flood storage, salmon rearing, wetlands restoration, recreation, and amenities for future adjacent commercial development. A similar project has been identified at a large stretch of Brickyard Creek west of N. Township Street, south of Sapp Road and east of Brickyard Street. The City is actively pursuing the acquisition of this property and designing stream channel and riparian zone improvements to both enhance flood storage capacity and fish and wildlife habitat. A floodwater storage project as described above was completed on Brickyard Creek west of Fruitdale Road parallel to McGarigile Road in 2010.

- Responsible Entity – Sedro-Woolley Public Works Dept.
- Funding Source – Local sources, and state and federal grants
- Progress has been made towards completing this project. Funding, staff availability and coordination with outside agencies has delayed its completion.

Alluvial Fan Hazards

Alluvial Fans are known to exist in parts of Skagit County, but there hasn't been an alluvial fan hazard previously identified in Sedro-Woolley. A survey of possible alluvial fan hazards by a Professional Geologist in Sedro-Woolley would help clarify if these hazards exist in Sedro-Woolley or not. Any such properties at risk could then be purchased as a mitigation measure to help reduce future losses.

- Responsible Entity – Sedro-Woolley Planning Dept.
- Funding Source – Local sources, and state and federal grants
- Timeline – Long term (greater than three years after funding is secured)

EARTHQUAKE

Sedro-Woolley City Hall

In 2008 the City relocated its administrative offices into a newly constructed City Hall building at 325 Metcalf Street. City Hall is no longer at risk to earthquake damage. The City Council Chambers within the new City Hall is designed to serve as the city's emergency operations center in the case of a disaster – natural or man-made. There are no longer any anticipated problems that may affect critical facilities as a result of an earthquake event.

VOLCANO

Lahar Early Warning System

The US Geological Survey has designed a number of systems that automatically detect lahars as they descend neighboring valleys. These systems then automatically trigger various types of early warning systems, such as sirens or telephone based warning systems.

- Responsible Entity – Sedro-Woolley Fire Dept.
- Funding Source – Local sources, and state and federal grants
- No funding yet available.

COMMUNICATIONS

Community Early Warning System

Could be built to help provide broad community notice for evacuation in the event of flooding, Lahars, Dam Failures, etc. Such an early warning system would typically be a series of sirens that could be triggered in the event the City needed to be evacuated.

- Responsible Entity – Sedro-Woolley Fire Dept.
- Funding Source – Local sources, and state and federal grants
- No funding yet available.

Telephone Based Early Warning System

A computerized early warning system would automatically dial every telephone number within a specified area, and play a recorded message to whoever picked up the phone. Such a system could be very useful for a variety of natural and man made problems. Skagit County 911 Services recently developed a telephone based early warning system.

- Responsible Entity – Sedro-Woolley Fire Dept.
- Funding Source – Local sources, and state and federal grants
- No funding yet available.

Tone Radio Based Early Warning System

Tone Radios turn on when triggered by a central transmitter and then information or instructions are announced over the radio. Such a system is currently used for various types of weather radios, for tornados and severe storms hazard areas. A similar system could be put into place for warning of flooding, lahars, and other related natural hazards.

- Responsible Entity – Sedro-Woolley Fire Dept.
- Funding Source – Local sources, and state and federal grants
- No funding yet available.

Earthquake Early Warning System

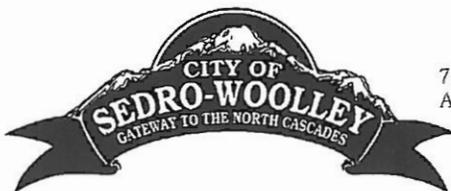
Such a system could warn residence of an impending earthquake. Technology doesn't currently exist for such a system, but will likely be possible in the future.

- Responsible Entity – Sedro-Woolley Fire Dept.
- Funding Source – Local sources, and state and federal grants
- No funding yet available.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 28 2015

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/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Jail Medical
FOR MEETING ON: January 28, 2015

ISSUE: The principal partners in the new jail are meeting to discuss how jail medical costs should be allocated; I am looking for direction from the council.

DISCUSSION: Under state law the City is responsible for paying medical costs for inmates in jail from the time they are placed into custody until they are released from jail (misdemeanor offenses) or from custody until sentencing (felony offenses). For felons, the county picks up the jail medical tab following sentencing. In the interlocal agreement between the principal parties to the new jail, we agree to follow state law or subsequent agreement.

Attached are the following documents:

1. Current practices with scenarios (3 pages);
2. City of Mount Vernon's proposal (2 pages); and
3. City of Burlington's proposal (2 pages) and
4. Skagit County's proposal (1 page).

During the development of the interlocal agreement, I advocated for an "all in" approach where all jail medical costs would be paid from the jail fund. The current agreement includes all of the county's jail medical expense as well as those from the state patrol and all injuries that occur in jail, but none of the city's ordinary pre-sentence jail medical expenses. For those we pay separately. At that time, this idea was not supported. Now, both Burlington and the county have an "all in" option on their lists.

REQUEST: Provide any direction to me prior to the meeting (any changes to the interlocal will require council approval).

Skagit County Jail

Medical Bills- Current practice

If an inmate in the Skagit County Jail is in need of medical care while in custody all reasonable steps will be taken to insure the inmate's needs are met in accordance with jail standards.

Inmate has Insurance

If an inmate has medical insurance and is taken to the hospital or a doctor's office, the medical provider bills the inmate's insurance company directly. Any balance left after the insurance has paid is billed to and is paid by the Jail. The Jail then bills the Inmate (if they have funds on the books to contribute) then bills other responsible agency or agencies as detailed below.

Under the Affordable Care Act, after 24 hours of being booked into jail, they are eligible for coverage and we work with the hospital (and Community Services) to ensure they get signed up for insurance (Medicaid will be triggered and they will have coverage in spite of still being a jail inmate). Note: Many insurance carriers void coverage for any person incarcerated in a jail.

Inmate has funds to contribute

Anytime an inmate comes into the Skagit County Jail with money on their person or when someone puts money in their account via Touch pay, and the inmate has debt for medical services, there is an automatic split, where the County is reimbursed up to 40% of the money to pay the existing debt. If the debt is less than 40% of the funds, then only the amount of the debt is reimbursed with the balance left on the account for the inmate's use to pay for future medical, commissary, phone cards, etc. All unbilled charges are posted to the inmate's account as they are received. These will charge 100% of any funds available at the time of posting. New deposits of funds will be split as per the above (See attached scenarios).

No Insurance and insufficient funds

Most inmates have no insurance, no money on their account and no prospects of getting either one soon.

Injury happens while in Jail - If that inmate is injured in the jail then the medical bills will be charged to the inmate, but paid by Skagit County – they will not be charged to the Agencies.

Inmate has medical bills resulting from pre-existing condition- If the inmate has a pre-existing condition or simply gets sick in the jail then the Agencies are billed as detailed below. Skagit County Jail as soon as possible, notifies all agencies with a financial stake in medical billing of a particular inmate, if said inmate is in need of medical care.

Misdemeanor	pre-conviction	originating agency pays
Misdemeanor	post-conviction	Skagit County pays
Felony	pre-conviction	originating agency pays
Felony	post-conviction	Skagit County pays

Jail prepares Monthly a billing report allocating payment responsibility and these reports are then summarized into an invoice and mailed to the Agencies for reimbursement. Many times an

inmate will be held on multiple charges from two or more agencies. On these occasions the medical bills are split evenly between the agencies.

The following exception applies to the above:

If Dept. of Corrections is one of the agencies with a hold, they do not pay a split %. If they are the only agency with a hold then they are billed and pay 100%. If an outside jurisdiction agency has a hold on an inmate who is in transit, but is staying at the Skagit County Jail by statute they are not required to pay medical and the responsible agency bears the cost of the entire bill.

Medical Expenses incurred within Jail Facility

Many inmates incur medical expenses at the jail without ever leaving the facility. Sometimes these medical expenses are passed onto the responsible agency and sometimes they are not. For example:

1. Anytime an inmate goes to see medical personnel at the jail they are charged \$5.00 for that visit. This bill is deducted from the inmates money account. If they do not have money on the books it is run as debt on their account and is often ultimately a loss to the Jail. This expense is not passed onto the responsible agency.
2. Inmates are often given "over the counter meds" without seeing a doctor. Medication such as aspirin, ibuprofen, cold medication, melatonin, etc. They are charged \$5.00 per month for taking that type of medication and the responsible agency is billed for that.

Transportation Costs

The cost of transportation to medical appointments (and standing by for security) is borne by Skagit County unless transportation is via ambulance. Occasionally if the jail staff is very short handed they will ask for assistance from the agency that is responsible for that inmate. If an inmate is transported by ambulance, the inmate and then the agency will be billed.

Dental Expenses

At times an inmate will need dental care. Most problems of this nature are handled by a dental van that comes to the facility on a regular basis. The cost for this van and the attending medical personnel is approximately \$1,250.00 per day (2015 rates). The cost is split between all inmates seen during the day. That cost is then passed onto the responsible agency if the inmate does not have any money.

Mental Health Treatment

Skagit County pays all mental health costs for all inmates (Paid by Skagit County Community Services grant). Cost of medication is billed to inmate, then responsible agencies.

SCENARIOS

1. Inmate A is booked on Monday on Mount Vernon charges. When he is booked, he has no money. On Wednesday, he incurs \$75 in medical expenses. Mount Vernon is sent a bill for \$75.
2. Inmate B is booked on Tuesday on Burlington charges. When he is booked, he has \$600 on his person. He incurs medical charges of \$100 and Inmate is billed for and pays the entire \$100.
3. Inmate C is booked on Anacortes and Skagit County charges. He doesn't have any money and incurs a \$300 medical bill. Anacortes and Skagit County both pay \$150.
4. Inmate D is booked on Mount Vernon charges. He doesn't have any money and incurs a \$400 medical bill. Mount Vernon is billed \$400. Months later he is still in jail and his mother puts \$100 on his account for his birthday. We put \$40 towards his medical debt and Mount Vernon gets a \$40 credit on their next bill.
5. Inmate E is booked on Sedro Woolley charges in September and he has no money. When he was here in September, he incurred a \$1000 medical debt and Sedro Woolley was sent a bill since Inmate E didn't have any money. In December, Inmate E was booked again and this time he has \$500 on his person but his account still shows a \$1000 medical debt from September. \$200 of his cash is applied toward his debt and Sedro Woolley is credited \$200 on their next medical bill.

City of Mount Vernon Jail Medical Proposal

January 21, 2015

Proposal Summary

It is the City of Mount Vernon's proposal that prior to "significant" medical costs being the financial responsibility of any local jurisdiction, the local jurisdiction who may otherwise be financially responsible would:

1. Receive proper notice of the upcoming cost (as well as notice to the prosecuting authority with jurisdiction over the case in the event such differs), and
2. Be provided sufficient time for the prosecuting authority with jurisdiction and control over making a demand for release to review the criminal case and bring forward a motion to the court for release if it so chooses.

This then results in medical cost being placed into two categories:

1. Medical costs incurred prior to each jurisdiction having knowledge and control in making an intelligent decision to seek release, and
2. Medical costs incurred after each jurisdiction having knowledge and control in making decision regarding release.

The proposal to treat these two categories is as follows:

- In the event circumstances dictate that necessary medical costs are incurred to treat an inmate prior to notice and reasonable opportunity to seek release, such medical costs would be billed to the **Jail Fund**, created in the existing jail interlocal agreement.
- In the event medical costs arise after notice had been given and sufficient time lapses for the prosecuting authority to bring forward a motion for release, medical costs shall be the responsibility of the local jurisdiction with jurisdiction over the criminal charges. In the event this results in medical costs for an inmate still being held on charges in multiple jurisdictions after each received notice and opportunity, then such costs would be borne equally among each of these jurisdictions.

Advantages: The largest risk of medical cost are uncontrollable, unforeseen, hard to predict, significant and catastrophic costs that could arise before the jurisdiction who has control in getting a release can review the case to make a knowing and intelligent decision and be provided a reasonable time to obtain release from the court potentially with conditions if warranted. It stands to reason no one jurisdiction should 'hold the bag' in the event unfortunate circumstances result in needing emergency medical care before all this can occur.

Having the Jail Fund serve as a limited risk pool in this one area continues with the sound policy decisions of local jurisdictions sharing a collaborative approach when we all share similar risks. Being that it is likely these will be infrequent occasions, the risk to the Jail Fund is limited.

Meanwhile, local jurisdictions upon notice are all alike in their motivation to carefully weigh the costs in continuing incarceration given the financial shift back.

Details: Any agreement should define with certainty the following:

- What 'significant medical cost' that triggers such notices and potential Jail Fund expenditure would be. Specific benchmark(s) such as dollar amounts or perhaps out of custody procedures can be utilized.
- Notice requirements that clearly set forth time, person, and manner. At a minimum, the prosecuting authority needs to be advised. Because time is of the essence this should be a quick turn-around.
- Reasonable timeframe to seek judicial relief. This should be discussed with the Skagit County Superior and District Courts and the Sedro Woolley Municipal Court including whether it is possible to seek a release ex-parte without requiring note and calendaring and whether or not a local court rule should be amended or generated setting forth such procedures.
- Remedy for failure to provide notice.

Other Details to minimize Jail Fund exposure:

- Seeking restitution. The Jail Fund constitutes pooled tax dollars otherwise entitled to be received by each local jurisdiction. Criminal courts are entitled as part of a judgment and sentence to order defendants to repay all or part of the medical costs incurred by the governing unit or provider during confinement. See RCW 70.48.130 (5). It is advisable that the parties agree that their prosecuting authority will seek restitution for such costs borne by the Jail Fund to minimize Jail Fund expenditure when it has jurisdiction over the matter. While it is unlikely to have dramatic results, the administrative costs in obtaining a judgment through this method would likely be small (likely drastically smaller than through civil action) given these would be a part of ongoing criminal cases.
- Seeking Medicaid reimbursement when appropriate. It appears that as of 2014 a result of the Affordable Care Act states are entitled to expand their eligibility under the Medicaid Program and that Washington State is one such state that choose to expand. While there seems to remain a general exemption from Medicaid reimbursement for medical care on inmates there is an exception for inmates who are eligible for Medicaid that receive some form of inpatient care. Under this exception, inmates who are eligible for Medicaid that are admitted to hospitals or other qualifying facilities for at least 24 hours would qualify. In these cases, inpatient services qualify for federal Medicaid matching funds and are therefore allowable. See *GAO Report Attached*. To further limit jail fund expenditures jurisdictions should work toward assuring inmates eligible for Medicaid are enrolled and reimbursement is sought through the Medicaid Program if it qualifies.

Jail Medical distribution formula language proposals – City of Burlington 1/21/2015

Part II – Jail Operations, Section 13 Medical Care and Costs within the existing Jail Facility Use Agreement would be deleted and replaced with the following (in order of priority):

Option One: The “All-In Option”

All inmates shall receive such medical and dental treatment when emergent and necessary to safeguard their health while in custody as required by law. All unrecoverable medical costs from injuries to inmates once in custody shall be paid by the Jail Fund. The Jail Fund shall pay all unrecoverable medical costs from injuries and illnesses for all inmates held in custody on behalf of one or more of the parties to this Agreement. The Jail Fund shall also pay for all medical costs associated with “fit for jail” medical evaluations completed on behalf of one of the parties to this Agreement. For purposes of the Agreement, “unrecoverable medical costs” are defined as those fees or costs that are not or cannot be reasonably recovered from the inmate personally, from the inmate's medical insurance, government health and/or welfare benefit or insurance program, or from any other source that is not a party to this Agreement. The terms of this section will be renegotiated by the parties to this Agreement within three months following occupancy of the new Skagit County jail that is currently estimated to be completed in the year 2017.

Option Two: The “All Felonies In Option”

All inmates shall receive such medical and dental treatment when emergent and necessary to safeguard their health while in custody as required by law. All unrecoverable medical costs from injuries to inmates once in custody shall be paid by the Jail Fund. The Jail Fund shall also pay for all medical costs associated with “fit for jail” medical evaluations completed on behalf of one of the parties to this Agreement. Unrecoverable medical costs for inmates booked and/or being held on one or more felony charges shall also be paid by the Jail Fund. Unrecoverable medical costs for inmates being held on misdemeanor charges only shall be distributed to the arresting agencies in proportion to the number of misdemeanor charges for which the inmate is held. For purposes of the Agreement, “unrecoverable medical costs” are defined as those fees or costs that are not or cannot be reasonably recovered from the inmate personally, from the inmate's medical insurance, government health and/or welfare benefit or insurance program, or from any other source that is not a party to this Agreement. The jail shall take reasonable steps to promptly notify the potentially responsible parties to this Agreement of all known or potential medical costs and inmate medical conditions, pursuant to any restrictions that may apply under applicable medical information privacy laws. The terms of this section will be renegotiated by the parties to this Agreement within three months following occupancy of the new Skagit County jail that is currently estimated to be completed in the year 2017.

Option Three: "Misdemeanor medical charges distributed following notice an opportunity for PR Option"

All inmates shall receive such medical and dental treatment when emergent and necessary to safeguard their health while in custody as required by law. All unrecoverable medical costs from injuries to inmates once in custody shall be paid by the Jail Fund. Unrecoverable medical costs for inmates booked and/or being held on one or more felony charges shall be paid by the Party or Parties with jail holds on the inmate, pursuant to the formula below. No party to this Agreement shall be responsible for any unrecoverable medical costs until the party has been given reasonable notice by the jail of all known or potential medical costs or fees and an opportunity to address release of the inmate at a hearing set by the Court. Until notice and an opportunity for a hearing has occurred, the Jail Fund shall be responsible for all unrecoverable medical costs. The Jail Fund shall also pay for all medical costs associated with "fit for jail" medical evaluations completed on behalf of one of the parties to this Agreement. For purposes of the Agreement, "unrecoverable medical costs" are defined as those fees or costs that are not or cannot be reasonably recovered from the inmate personally, from the inmate's medical insurance, government health and/or welfare benefit or insurance program, or from any other source that is not a party to this Agreement. The terms of this section will be renegotiated by the parties to this Agreement within three months following occupancy of the new Skagit County jail that is currently estimated to be completed in the year 2017.

Subsequent Agreement for Inmate Medical Expenses

Proposal One: Continue Current Billing Practice.

The County General Fund will continue with its contribution towards medical (that grows as per the interlocal agreement) and city partners will **continue to be billed based on the currently used system**. This is a widely accepted practice that other county jails have adopted. Jurisdictions will be responsible for covering the cost of their inmates. When an inmate is booked with charges from multiple jurisdictions the cost will be equally split between the jurisdictions.

Under this method jurisdictions are only responsible for the cost of their inmates. Injuries that occur in the jail will continue to be paid by the Jail fund budget.

The disadvantage is that there is no protection for extraordinary medical costs.

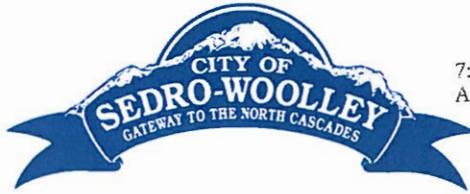
Proposal Two: Inmate Medical Intake Fee

Each jurisdiction would **pay a medical intake fee upon booking an inmate** into the jail. The medical intake fee could be derived from a rolling average of total external medical and prescription costs experienced by the jail divided by a rolling average of total bookings. This fee would be the only medical/prescription cost to the jurisdiction regardless of actual medical costs resulting from the inmate care. (Note: medical services provided inside the facility by jail medical staff will continue to be paid out of the operations budget.)

This will result in more financial predictability for jurisdictions and will average extraordinary medical bills over time and amongst Jail Interlocal Partners. Partners will need to discuss options to build up funds to cover any potential shortfalls resulting from this maximum out of pocket option.

CITY COUNCIL AGENDA
REGULAR MEETING

JAN 28 2015



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) 855-1661
Fax (360) 855-0707

Christine Salseina
Deputy Clerk

MEMO TO: City Council
FROM: Christine Salseina, Deputy Clerk
RE: **Reports of Contracts approved under SWMC 2.104.060**
DATE: January 28, 2015

The following agreement(s) were approved and are provided for your information:

<u>Contract</u>	<u>Purpose</u>	<u>Date</u>	<u>Dollar Amount</u>
1. Lyndale Glass Inc.	2015 City Hall Second Floor Security Upgrade	1/23/2015	\$7012.36

Contract(s) available in their entirety at the Finance Department