

VISION STATEMENT

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

MISSION STATEMENT

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

**CITY COUNCIL AGENDA**

**April 13, 2016**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar.....4-92

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 (Including April 6, 2016 Work Session)
- c. Finance
  - Claim Checks #183535 to #183639 in the amount of \$296,405.23
  - Payroll Checks #58874 to #58890 plus EFT's in the amount of \$288,714.51
- d. Ordinance (1843-16) – Speed Limit Revision on SR9 from South City Limits to SR 20
- e. Possible Bid Award – Public Works Agreement No. 2016-PW-17 – 2016 Annual On-Call Plumbing Services
- f. Possible Bid Award – Public Works Agreement No. 2016-PW-18 – 2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection
- g. Land Pride 14' Pull Type, Towable Motor Award – Purchase Order No. 2016-PO-09
- h. Utility Relocation Agreement – Puget Sound Energy – Jameson Arterial Extension to SR9 Project
- i. Possible Sole Source Resolution (939-16) for Wastewater Treatment Plant Rotor #4 Replacement Parts – Evoqua Water Technologies, LLC – Purchase Order 2016-PO-13
- j. Interlocal Agreement with Skagit County for Possible Drainage Projects
- k. Possible Contract Award – Contract 2016-PW-01 (Resolution 940-16), Jameson Arterial Extension to SR9 Project – SRV Construction, Inc.

- 4. Public Comment.....93

**PUBLIC HEARING**

**UNFINISHED BUSINESS**

- 5. Retreat Follow-Up: Downtown Liquor Establishments.....94-97
- 6. Spray Park Update.....98-107

**NEW BUSINESS**

- 7. 2014 Comprehensive Plan Docket (*1<sup>st</sup> reading*).....108-288

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

- 8. Central Skagit Library letter dated April 5, 2016.....289-290
- 9. Written Reports to Council.....291-302
  
- 10. Informational Items.....303-311

**EXECUTIVE SESSION**

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

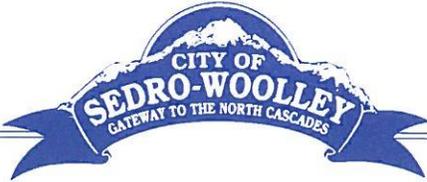
**Next Meeting:  
April 27, 2016 Council Meeting  
Council Chambers  
7:00 PM**

**COMMITTEE ASSIGNMENTS  
2016**

<b>Public Safety</b>	Chuck Owen, Chair Brenda Kinzer Germaine Kornegay
<b>Utilities</b>	Judith Dunn Lee, Chair Julia Johnson Brenda Kinzer
<b>Finance &amp; Personnel</b>	Rick Lemley, Chair Germaine Kornegay Judith Dunn Lee
<b>Parks &amp; Recreation</b>	Germaine Kornegay, Chair Brenda Kinzer Brett Sandström
<b>Planning</b>	Brett Sandström, Chair Rick Lemley Julia Johnson
<b>Business Development</b>	Julia Johnson, Chair Brett Sandström Chuck Owen
<b>Mayor Pro-tem</b>	Brenda Kinzer

APR 13 2016

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



DATE: April 13, 2016  
TO: Mayor Wagoner and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT  
CALENDAR

1. CALL TO ORDER - The Mayor will call the April 13, 2016 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Judith Dunn Lee  
\_\_\_ Ward 2 Councilmember Germaine Kornegay  
\_\_\_ Ward 3 Councilmember Brenda Kinzer  
\_\_\_ Ward 4 Councilmember Julia Johnson  
\_\_\_ Ward 5 Councilmember Chuck Owen  
\_\_\_ Ward 6 Councilmember Rick Lemley  
\_\_\_ At-Large Councilmember Brett Sandström

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

APR 13 2016

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
March 23, 2016 – 7:00 P.M. – Council Chambers

ROLL CALL: Present: Mayor Wagoner; Councilmembers: Germaine Kornegay, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiberger, Planning Director Coleman and Police Sgt. Harris.

The meeting was called to order at 7:00 P.M. by Mayor Wagoner.

Pledge of Allegiance

Councilmember Johnson moved to excuse Councilmember Dunn Lee and Councilmember Kinzer. Seconded by Councilmember Owen. Motion carried (5-0).

Mayor Wagoner introduced a late material item. It is a replacement for Item G due to a typo in the original memo.

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including March 14, 2016 Special Meeting – Retreat)
- Finance
  - Claim Checks #183436 to #183534 in the amount of \$177,173.73
  - Payroll Checks #58862 to #58873 plus EFT's in the amount of \$209,733.76
- Employment Agreement – Bob Pyritz, Construction Manager
- Request for Budget Amendment for Repairs of Museum Apartment Area & Task Order Authorization for 2016-PW-09-TO-01
- Possible Bid Award – Agreement No. 2016 – PW – 16 Library Vestibule Damage Repair Contract – JM Construction & Drywall LLC
- Possible Bid Awards – 2016 Wheeled Carts, 2016 Commercial Front Load Dumpsters & 2016 Roll-off Containers
- Request for Out of State Travel – Police Department

Councilmember Kornegay moved to approve the consent calendar items A through H including the late material on Item G. Seconded by Councilmember Sandström. Motion carried (5-0).

Public Comment

Mary Andersson – 928 Beachley, reviewed statistics on what communities spend on their libraries including Skagit County statistics. She addressed the Mayor's Library proposal,

building costs, funding and the Central Skagit Rural Library Attorney assessment regarding building ownership.

Cole Verner – 1231 Warner St. expressed strong concerns regarding the Mayor’s proposal and agreed with Andersson’s comments. He stated he cannot find a simplified detail for the cost analysis for the proposal. As a consumer of the library it is one of the best in County and it is being put in jeopardy. He noted the Choir is singing loud and clear and urged the Council to consider what citizens are saying.

Christine Johnson – 801 McLean Dr. spoke against giving the Library to the Central Skagit Rural Library District. She referenced District website information that gives a good background of the districts position. Her points included offloading the library, representation, funding, and the primary responsibility of the Council to safeguard city’s assets. She requested to think carefully and give it the respect it deserves.

Tony Tomasino – 704 Sauk Mountain Dr. – expressed concern that people don’t know what is going on. He also addressed fiduciary responsibility and provided examples of fiduciary responsibility and encouraged Council think about their obligation.

Margaret Miller – 1221 Independence – expressed strong opposition on building a new library and encouraged to put the issue to a public vote.

Gary Moody – 1035 Clifford – supports the library and would like to see a lot more information put out as to the bottom line. He agrees with others statements and thinks the cart is before the horse and would like to see a public vote.

Debra Peterson – announced the upcoming City Works Day on April 19<sup>th</sup> from 11:00 AM to 2:00 PM. The event will allow a look at the equipment used within the city and staff will be on hand to demonstrate and talk about their duties. This is the second year and last year over 130 kids and parents attended. She encouraged attendance to see STEM in action and the kick off of the Memorial Park Revitalization.

Larry Stiles – 1227 Independence, questioned why we’re going through this or what the end process is supposed to be. He also questioned why the county does not have a more integrated library system. He stated there is more horsepower in Sedro-Woolley and we should be bringing the County into our system.

## **PUBLIC HEARING**

## **UNFINISHED BUSINESS**

Spray Park Update/Professional Services Agreement No. 2016-PS-19 for Professional Landscape Design Services – The Philbin Group, Landscape Architecture

City Supervisor/Attorney Berg presented a brief background on the revitalization of Memorial Park. The proposed agreement would provide a conceptual design by a Landscape Architect in

order to be able to apply for Recreational Conservation Organizational (RCO) grants. Berg noted that after reviewing all the current parks, Memorial Park was the only one to meet the minimum requirements for a spray park. A public open house will be held on April 19<sup>th</sup> during the City Works Day to kick-off the revitalization of Memorial Park. Berg also addressed the scope of the project.

Nathan Salseina – Public Works Operations Lead addressed site selection stating that Memorial park scored the highest. It is also the last park in need of revitalization.

Discussion ensued to include the park being a mixed use functionality; full blown design will come after an award of funds and estimated cost of \$400,000.

Councilmember Johnson requested to go on record regarding her concern on the cost and the need to consider if this is a prudent project.

Further discussion took place to include the Recreation Conservation Organization (RCO) grant, maximum grant is 50%, with the remainder of funds coming from REET tax or park impact fee funds along with project partners, community groups and in kind work.

Councilmember Sandström addressed the former Parks Board and a master plan that was created for the park.

More discussion was held regarding the vandalism projection, resident caretaker, fencing and having an investment in the park will bring more use and vitality. There was also discussion on dedicated funds (funds that can only be used for certain things), an analogy of transportation project funding with grants was given as an example of the park project, quality of life issues and the project being one of the Council's 2016 fundamental priorities.

Councilmember Owen noted there are several new councilmembers who are new to the topic. He stated he doesn't agree with the location due to increased traffic and noise and questioned the overall cost, upkeep and maintenance and wants to hear from other cities that have spray parks.

Discussion continued regarding consultation with the Senior Center on the plans, location and providing intergenerational experiences.

Councilmember Sandström moved to authorize Mayor Wagoner to execute the attached Professional Services Agreement No. 2015-PS-19 with the Philbin Group of Bow, WA to provide professional landscape design services to the Sedro-Woolley Public Works Department in an amount not to exceed \$5,000. Seconded by Councilmember Kornegay. Motion carried (3-2, Councilmembers Johnson and Owen opposed).

## **NEW BUSINESS**

## COMMITTEE REPORTS AND REPORTS FROM OFFICERS

### Written Reports to Council

#### Informational Items

Police Sgt. Harris – reported they are in the final stages of hiring another reserve officer which will be an added bonus to the department. Officer Eddy has finished commercial vehicle school. This will allow him to conduct safety inspections on semis. Sgt. Harris noted Eddy is one of the most productive officers in traffic enforcement. Last year he conducted over 1000 traffic stops on his own.

Planning Director Coleman – reported we have received 5 new building permit applications for the Sauk Mountain View Estates V that was approved at the last Council meeting. The Planning Commission held a public hearing on March 15<sup>th</sup> on the Critical Areas Ordinance as well as updates to the Capital Facilities Element and others within the Comp Plan. Coleman presented an update on the City's UGA proposal sent to County in April. He announced the upcoming Schmooze Fair on April 14<sup>th</sup>, noting the City will have a booth. He will also be participating with a presentation at a planning conference on the Northern State area as the Center for Innovative Technology on the annexation process and the planned action process.

Public Works Director Freiburger – reported on the pre bid meeting held for the Jameson Street Extension Project noting bids close March 31<sup>st</sup> with construction to begin in May. He also reported on the Ferry Street Overlay Project, Cascade Trail and design work for Fruitdale Road. The fence work at the Janicki Field Babe Ruth field will be starting soon. An open house for the Houser playfield will be held on Thursday, March 24<sup>th</sup> beginning at 6:00 P.M.

City Supervisor/Attorney Berg – reported he has tickets for the Schmooze Fair should any Councilmember want one.

Finance Director Nelson – noted if any Councilmembers have questions regarding the financial reports she is glad to review. Nelson also thanked the Police Department for work in her neighborhood with a nuisance matter.

Councilmember Kornegay – announced the upcoming Wood Fest on April 2<sup>nd</sup> and 3<sup>rd</sup> at Cascade Middle School. She also announced the Wood Fest raffle of an arbor; tickets are available at the Chamber of Commerce.

Councilmember Johnson – thanked the audience members for coming out and sharing their opinion. She also thanked Police Sgt. McIlraith for the ride along stating she saw the city in a different light.

Councilmember Owen – reported of his ride along with Officer Hull and said he continues to be impressed at how professional the Officer's are.

Councilmember Lemley – commented on how nice it is to have an audience.

Councilmember Johnson moved to adjourn. Seconded by Councilmember Lemley. Motion carried (5-0).

The meeting adjourned at 7:58 P.M.

APR 13 2016

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

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CITY OF SEDRO-WOOLLEY  
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Council Worksession  
April 6, 2016– 7:00 P.M. – Council Chambers

The worksession was called to order at 7:00 P.M. by Mayor Keith Wagoner.

Flag Salute

ROLL CALL: Present: Mayor Keith Wagoner, Councilmembers: Judith Dunn Lee, Germaine Kornegay, Brenda Kinzer, Julia Johnson, Chuck Owen, Rick Lemley and Brett Sandström. Staff: City Supervisor/Attorney Berg and Librarian Debra Peterson, Public Works Director Freiberger (8:01 P.M.).

### Department Update – Library

- Sedro-Woolley Public Librarian Debra Peterson continued her report on the library that was started at the Council’s retreat with a detailed discussion of the summer reading program for 2016. The program is very popular with a 50% retention rate. She discussed the structure of the program as well as the planned events for this summer. The program goal is 800 minutes of reading with weekly prizes, a half-way prize and end of program prizes including drawings for the grand prizes (Amazon gift cards and bicycles, etc). Peterson handed out materials on STEM education, girls and women in STEM and an invitation to the museum for the Carnegie Library exhibit on April 16<sup>th</sup> from 1-4 P.M. for the tulip time tea.

Peterson then talked about the new children’s librarian and the changes to the library’s kids’ program which is currently “top secret”, but super cool and will be STEM based. Story time is a weekly event as well as baby time which covers the birth to six and play and learn targets older kids, but the tween aged kids have been more challenging to engage. She talked about the need to more consistently engage the older kids with programs. Councilmember Sandström asked about the timing for these programs. Peterson responded that the Discovery Program will be happening this summer and would reach school aged kids.

She then reviewed the 2015 statistics: over 100,000 print books in circulation, over 28,000 eBooks available with 36,000 eBooks in circulation. Downloadable audio books are running almost 11,000 last year. The library was one of the first to provide eBooks and in the past seven years, the Northwest Anytime Library partnership has expanded and been very successful for Sedro-Woolley.

The Mayor asked about the staffing and hours of operation. The library is open 40 hours per week, 12-8, M-Th and 12-4 on Fri. & Sat. The library is staffed with

two full time employees: Debra and Teresa Johnson (desk supervisor and cataloging) and five part-time employees who all work a variety of roles as needed, four desk clerks and one children's specialist. The staff have many years of experience and knowledge of the 67,000 books in the city's collection. Debra views the role of library staff as navigators: helping patrons find the right resources or the right books. Annual visits total 72,000 with as many as 400 on any given day. Check-outs range from 150-500 books per day.

Councilmember Owen commented on the fact that the collection includes some of the older books that are hard to find in other libraries. Peterson talked about reciprocity and indicated that our most active reciprocal users are from Mount Vernon. Councilmember Sandström agreed that he also enjoys the older books. 7,000 library cards are out; 4,000 core users; 500 paid library cards (represented 200-250 households mostly located around Sedro-Woolley). City Supervisor/Attorney Berg asked about a more efficient model for reciprocity. Peterson agreed that it makes sense, but indicated that the various libraries use four different software packages which makes it challenging.

She then discussed grant support of the library indicating that the library has received about \$100,000 in grants in the last decade. Her focus has been on early learning, but libraries are about lifelong learning and she has also emphasized older adult reading opportunities. Councilmember Kornegay asked about activities for tweens, specifically junior fiction. Peterson discussed the distinction between junior fiction and young adult fiction.

Mayor Wagoner asked if the library has any immediate needs. Peterson noted she has a long list, but wants more support for STEM projects and tween opportunities. Councilmember Sandström asked about engaging parents and Peterson talked about a program in Kennewick that has been very successful.

### **SR9 Speed Limit Change Ordinance**

- City Supervisor/Attorney Berg introduced the SR9 Speed Limit Change Ordinance explaining that this item is presented as a first reading because it is time sensitive relative to the SR 9/Jameson project.

### **Miscellaneous**

- Councilmember Sandström asked about the County Commissioners' meeting regarding EMS from Tuesday regarding their EMS director. Discussion followed.
- Mayor Wagoner announced ribbon cuttings that are upcoming: Woolley Market for the Outfitter and the Plumeria Breeze. He also reported that the legislature passed a proviso to the capital budget conferring authority on DES to transfer the

Northern State Hospital property to the Port of Skagit. The governor is expected to sign the capital budget the week of April 18th.

Public Works Director Freiberger joined the meeting at 8:01 p.m.

- Mayor Wagoner announced a closed session regarding collective bargaining (RCW 42.30.140) and an executive session for the purpose of litigation (RCW 42.30.110(1)(i), for 20 minutes with no action requested beginning at 8:02 p.m.

The worksession resumed at 8:35 p.m.

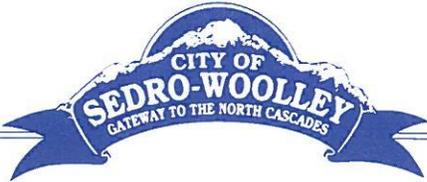
- Public Works Director Freiberger gave a report on the SR 9/Jameson project noting bids were opened today; 7 bids were received and all bids were within 7% of the engineer's estimate with the apparent lowest bidder approximately 4% lower than the estimate. Mark will be bringing a bid award recommendation to the council in April. He also reported that the transportation element of the comprehensive plan is delayed pending details from the city's consultant.
- Councilmember Dunn Lee asked about commercial truck enforcement, City Supervisor/Attorney Berg reported on Officer Eddy's status.
- Councilmember Sandström asked about the strips on SR 9 at Clearlake; Freiberger has requested the same from WSDOT in Sedro-Woolley.
- Councilmember Kornegay asked if any of the bidders were local.

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

The worksession adjourned at 8:48 p.m.

APR 13 2016

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



DATE: April 13, 2016  
TO: Mayor Wagoner and City Council  
FROM: Patsy Nelson, Finance Director  
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending April 13, 2016.

Motion to approve Claim Checks #183535 to #183639 in the amount of \$296,405.23.

Motion to approve Payroll Checks #58874 to #58890 plus EFT's in the amount of \$288,714.51.

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

03/25/2016 To: 04/13/2016

Time: 09:43:27 Date: 04/08/2016  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2338	04/13/2016	Claims	2	183535	A WorkSAFE Service, Inc.	208.00	
					001 - 521 20 41 001 - Professional Services	52.00	
					105 - 572 20 41 000 - Professional Services	52.00	
					101 - 576 80 49 020 - Misc-Dues/CDL/Background	52.00	
					101 - 576 80 49 020 - Misc-Dues/CDL/Background	52.00	
2339	04/13/2016	Claims	2	183536	A-1 Mobile Lock & Key	84.09	
					001 - 521 20 48 000 - Repairs & Maintenance	84.09	
2340	04/13/2016	Claims	2	183537	ATV Signs	277.76	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	34.72	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	34.72	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	208.32	
2341	04/13/2016	Claims	2	183538	Advanced Towing	217.00	
					001 - 521 20 41 001 - Professional Services	217.00	
2342	04/13/2016	Claims	2	183539	All-Phase Electric	2,106.72	
					101 - 576 80 48 020 - Resource Conservation	1,167.11	
					401 - 594 35 64 401 - Machinery & Equip	939.61	
2343	04/13/2016	Claims	2	183540	Applied Industrial Tech	4,970.58	
					401 - 535 50 48 050 - Maint Of General Equip	4,970.58	
2344	04/13/2016	Claims	2	183541	Aramark Uniform Services	63.60	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	10.86	
					102 - 536 20 49 030 - Misc-laundry	0.40	
					102 - 536 20 49 030 - Misc-laundry	0.40	
					102 - 536 20 49 030 - Misc-laundry	0.40	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
					103 - 542 30 49 000 - Misc-Laundry	6.72	
2345	04/13/2016	Claims	2	183542	Assoc Petroleum Products	4,141.89	
					001 - 518 20 32 000 - Auto Fuel	71.38	
					001 - 518 20 32 000 - Auto Fuel	118.79	
					001 - 521 20 32 000 - Auto Fuel	1,010.87	
					001 - 522 20 32 000 - Auto Fuel/Diesel	468.37	
					001 - 523 20 32 000 - Auto Fuel	19.24	
					425 - 531 50 32 000 - Vehicle Fuel	87.28	
					401 - 535 80 32 000 - Auto Fuel/Diesel	110.54	
					401 - 535 80 32 000 - Auto Fuel/Diesel	51.01	
					412 - 537 80 32 000 - Auto Fuel/Diesel	892.11	
					412 - 537 80 32 000 - Auto Fuel/Diesel	976.76	
					412 - 537 80 32 000 - Auto Fuel/Diesel	92.68	
					412 - 537 80 32 000 - Auto Fuel/Diesel	-100.37	
					103 - 542 30 32 000 - Auto Fuel/Diesel	167.47	
					103 - 542 30 32 000 - Auto Fuel/Diesel	117.57	
					103 - 542 30 32 000 - Auto Fuel/Diesel	58.19	
2346	04/13/2016	Claims	2	183543	Kaylyn Barnes	20.00	
					304 - 317 60 00 000 - Vehicle Fees	-20.00	
2347	04/13/2016	Claims	2	183544	Bay City Supply	219.65	
					101 - 576 80 31 006 - Operating Sup - City Hall	204.46	
					101 - 576 80 31 006 - Operating Sup - City Hall	15.19	
2348	04/13/2016	Claims	2	183545	Dr, Paul Bergman	1,056.00	
					001 - 521 20 27 000 - Retired Medical	830.00	
					001 - 521 20 27 000 - Retired Medical	226.00	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

03/25/2016 To: 04/13/2016

Time: 09:43:27 Date: 04/08/2016  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2349	04/13/2016	Claims	2	183546	Better Homes & Gardens	36.97	
					105 - 594 72 64 000 - Books & Materials	36.97	
2350	04/13/2016	Claims	2	183547	Blumenthal Uniform & Equip	409.14	
					001 - 521 20 26 000 - Uniforms/Accessories	54.29	
					001 - 522 20 26 000 - Uniforms	76.00	
					001 - 522 20 26 000 - Uniforms	140.44	
					001 - 522 20 26 000 - Uniforms	138.41	
2351	04/13/2016	Claims	2	183548	Boulder Park Inc	5,370.79	
					401 - 535 80 35 020 - Solids Handling	5,370.79	
2352	04/13/2016	Claims	2	183549	Capital One Commercial	443.58	
					001 - 521 20 31 002 - Office/Operating Supplies	96.78	
					001 - 522 20 31 000 - Operating Supplies	250.02	
					001 - 522 45 43 000 - Travel & Meals	96.78	
2353	04/13/2016	Claims	2	183550	Carl's Towing Inc	194.22	
					001 - 521 20 41 001 - Professional Services	194.22	
2354	04/13/2016	Claims	2	183551	Cascade Natural Gas Corp	757.43	
					401 - 535 80 47 000 - Public Utilities	134.66	
					412 - 537 80 47 000 - Public Utilities	168.42	
					103 - 542 63 47 000 - Public Utilities	12.29	
					103 - 542 63 47 000 - Public Utilities	13.81	
					105 - 572 20 47 000 - Public Utilities	93.30	
					101 - 576 80 47 010 - Community Center	78.12	
					101 - 576 80 47 020 - Senior Center	199.65	
					101 - 576 80 47 050 - Hammer Square	24.94	
					101 - 576 80 47 052 - Bingham Caretaker	32.24	
2355	04/13/2016	Claims	2	183552	Corelogic Tax Service LLC	280.87	
					001 - 316 49 35 000 - Utility Tax On Sewer	-25.20	
					001 - 316 49 37 000 - Utility Tax On Solid Waste	-2.30	
					425 - 343 10 00 000 - Stormwater Fees	-4.98	
					401 - 343 50 00 000 - Sewer Service Charges	-184.14	
					412 - 343 70 00 000 - Garbage/Solid Waste Fees	-24.30	
					412 - 343 73 00 000 - Curbside Recycling Fee	-5.30	
					412 - 343 75 00 000 - Fuel Surcharge	-1.00	
					412 - 343 79 00 000 - Penalties On Accounts	-20.00	
					412 - 361 40 00 412 - Interest On Accts	-13.65	
2356	04/13/2016	Claims	2	183553	Crowell Photography, LLC	607.60	
					001 - 518 80 42 021 - Internet Services	607.60	
2357	04/13/2016	Claims	2	183554	Daily Journal Of Commerce	198.90	
					104 - 595 10 63 040 - Eng-SR9 Jameson	198.90	
2358	04/13/2016	Claims	2	183555	Day Wireless Systems Inc	122.45	
					001 - 594 21 64 000 - Machinery & Equipment	122.45	
2359	04/13/2016	Claims	2	183556	Dept of Enterprise Services	93.33	
					001 - 522 20 31 010 - Office Supplies	93.33	
2360	04/13/2016	Claims	2	183557	Drain Doctor	1,980.13	
					401 - 594 35 63 010 - Other Improvements	1,980.13	
2361	04/13/2016	Claims	2	183558	Dwayne Lane's North Cascade Ford	806.44	
					001 - 521 20 48 010 - Repair & Maint - Auto	474.43	
					001 - 521 20 48 010 - Repair & Maint - Auto	210.71	
					001 - 521 20 48 010 - Repair & Maint - Auto	11.88	
					001 - 522 20 48 000 - Repairs/Maint-Equip	109.42	

# CHECK REGISTER

City Of Sedro-Woolley  
MCAG #: 0647

03/25/2016 To: 04/13/2016

Time: 09:43:27 Date: 04/08/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2362	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183559</b>	<b>E &amp; E Lumber</b>	<b>1,892.83</b>	
					401 - 535 80 31 010 - Operating Supplies	5.97	
					102 - 536 20 48 030 - Repair/Maintenance-Land	18.64	
					103 - 542 30 31 000 - Operating Supplies	29.10	
					103 - 542 30 31 000 - Operating Supplies	10.33	
					103 - 542 30 31 000 - Operating Supplies	16.30	
					103 - 542 30 31 000 - Operating Supplies	82.55	
					103 - 542 30 35 000 - Small Tools/Minor Equip	31.90	
					103 - 542 30 35 000 - Small Tools/Minor Equip	99.38	
					101 - 576 80 31 001 - Operating Sup - Riverfront	46.36	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	20.39	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	9.68	
					101 - 576 80 35 000 - Small Tools & Minor Equip	45.87	
					101 - 576 80 35 000 - Small Tools & Minor Equip	135.63	
					101 - 576 80 48 006 - Memorial Park	20.62	
					101 - 576 80 48 007 - Bingham Park	123.36	
					101 - 594 76 31 000 - Buildings & Structures	54.75	
					101 - 594 76 31 000 - Buildings & Structures	23.89	
					101 - 594 76 31 000 - Buildings & Structures	44.78	
					101 - 594 76 31 000 - Buildings & Structures	1,073.33	
2363	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183560</b>	<b>Eco-3</b>	<b>175.00</b>	
					103 - 542 30 49 030 - Misc-Tuition/Registration	175.00	
2364	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183561</b>	<b>Edge Analytical Inc</b>	<b>49.00</b>	
					401 - 535 80 41 000 - Professional Services	49.00	
2365	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183562</b>	<b>Enterprise Office Systems</b>	<b>492.68</b>	
					001 - 512 50 31 000 - Supplies	39.04	
					001 - 514 23 31 000 - Supplies	453.64	
2366	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183563</b>	<b>FEI-Seattle WW #1539</b>	<b>150.63</b>	
					425 - 531 50 48 000 - Repairs/Maintenance	150.63	
2367	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183564</b>	<b>FEI</b>	<b>366.25</b>	
					101 - 576 80 48 004 - Community Center	366.25	
2368	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183565</b>	<b>Fastenal Company</b>	<b>40.92</b>	
					103 - 542 30 31 000 - Operating Supplies	40.92	
2369	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183566</b>	<b>Federal Express Corp</b>	<b>19.45</b>	
					104 - 595 10 63 040 - Eng-SR9 Jameson	19.45	
2370	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183567</b>	<b>Frontier Building Supply</b>	<b>66.36</b>	
					401 - 535 50 48 010 - Maintenance Of Lines	66.36	
2371	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183568</b>	<b>Frontier</b>	<b>907.36</b>	
					001 - 521 20 42 020 - Telephone	69.04	
					001 - 521 20 42 020 - Telephone	59.77	
					001 - 522 20 42 020 - Telephone	119.99	
					401 - 535 80 42 020 - Telephone	211.22	
					102 - 536 20 42 020 - Telephone	77.41	
					412 - 537 80 42 020 - Telephone	59.90	
					105 - 572 20 42 020 - Telephone	114.67	
					101 - 576 80 47 010 - Community Center	57.28	
					101 - 576 80 47 070 - City Hall	138.08	
2372	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183569</b>	<b>Gall's LLC</b>	<b>41.50</b>	
					001 - 521 20 26 000 - Uniforms/Accessories	41.50	
2373	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183570</b>	<b>Global Equip Company</b>	<b>640.52</b>	
					101 - 576 80 31 006 - Operating Sup - City Hall	640.52	
2374	04/13/2016	<b>Claims</b>	<b>2</b>	<b>183571</b>	<b>Great America Financial Svcs</b>	<b>125.69</b>	

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			105 - 572 20 48 020		- Repair/Maintenance-Equip	125.69	
<b>2375</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183572</b>	<b>Guardian Security</b>		<b>1,350.00</b>
			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	
<b>2376</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183573</b>	<b>HB Jaeger Co LLC</b>		<b>1,377.28</b>
			401 - 535 50 48 010		- Maintenance Of Lines	1,377.28	
<b>2377</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183574</b>	<b>Hanson Consulting LLC</b>		<b>2,950.00</b>
			001 - 558 70 41 010		- Professional Services	2,950.00	
<b>2378</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183575</b>	<b>Glenn Hoff</b>		<b>159.50</b>
			001 - 515 93 41 000		- Indigent Defender	110.00	
			001 - 515 93 41 000		- Indigent Defender	11.00	
			001 - 515 93 41 000		- Indigent Defender	22.00	
			001 - 515 93 41 001		- Indigent Defense Conflict Co	16.50	
<b>2379</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183576</b>	<b>Home Depot Credit Services</b>		<b>4,059.60</b>
			101 - 576 80 48 016		- City Hall	259.32	
			101 - 594 76 31 000		- Buildings & Structures	586.55	
			101 - 594 76 31 000		- Buildings & Structures	3,213.73	
<b>2380</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183577</b>	<b>Elvin Ray Houser</b>		<b>10,000.00</b>
			101 - 591 76 75 000		- Note Payable - Houser	10,000.00	
<b>2381</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183578</b>	<b>Rosaria Ibanez</b>		<b>725.00</b>
			101 - 362 40 00 000		- Community Center Rental	-525.00	
			101 - 362 40 02 000		- Community Center Cleaning	-200.00	
<b>2382</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183579</b>	<b>Ingram Library Services</b>		<b>274.67</b>
			105 - 594 72 64 000		- Books & Materials	31.67	
			105 - 594 72 64 000		- Books & Materials	219.49	
			105 - 594 72 64 000		- Books & Materials	23.51	
<b>2383</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183580</b>	<b>JM Construction &amp; Drywall, LLC</b>		<b>5,695.25</b>
			101 - 594 76 31 000		- Buildings & Structures	5,695.25	
<b>2384</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183581</b>	<b>Language Exch Inc (The)</b>		<b>248.00</b>
			001 - 512 50 41 040		- Language Interpreter	248.00	
<b>2385</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183582</b>	<b>Rhonda Lasley</b>		<b>77.96</b>
			001 - 521 20 31 002		- Office/Operating Supplies	50.96	
			001 - 521 20 32 000		- Auto Fuel	27.00	
<b>2386</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183583</b>	<b>Lochner</b>		<b>26,166.55</b>
			104 - 595 10 63 010		- Eng Fruitdale	21,244.65	
			104 - 595 10 63 040		- Eng-SR9 Jameson	4,921.90	
<b>2387</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183584</b>	<b>Motor Trucks Inc</b>		<b>1,640.88</b>
			412 - 537 50 48 000		- Repairs/maint-equip	283.19	
			412 - 537 50 48 000		- Repairs/maint-equip	143.89	
			412 - 537 50 48 000		- Repairs/maint-equip	-78.95	
			412 - 537 50 48 000		- Repairs/maint-equip	756.20	
			412 - 537 50 48 000		- Repairs/maint-equip	430.18	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	106.37	
<b>2388</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183585</b>	<b>Mph Industries Inc</b>		<b>1,079.58</b>
			001 - 594 21 64 000		- Machinery & Equipment	1,079.58	

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2389	04/13/2016	Claims	2	183586	Municipal Emergency Services Inc	72.70	
					001 - 522 20 48 000 - Repairs/Maint-Equip	72.70	
2390	04/13/2016	Claims	2	183587	Municipal Reseach & Svc Center	120.00	
					001 - 595 10 49 000 - Dues/Memberships	120.00	
2391	04/13/2016	Claims	2	183588	Nelson Petroleum	500.22	
					001 - 522 20 32 000 - Auto Fuel/Diesel	500.22	
2392	04/13/2016	Claims	2	183589	Tony Niskanen	221.00	
					001 - 524 20 43 000 - Travel/Meals	188.99	
					001 - 524 20 43 000 - Travel/Meals	32.01	
2393	04/13/2016	Claims	2	183590	North Central Laboratories	107.74	
					401 - 535 80 31 010 - Operating Supplies	107.74	
2394	04/13/2016	Claims	2	183591	North Hill Resources Inc	467.42	
					103 - 542 30 31 000 - Operating Supplies	467.42	
2395	04/13/2016	Claims	2	183592	Office Depot	113.03	
					001 - 524 20 31 000 - Off/Oper Supps & Books	1.50	
					001 - 558 60 31 000 - Supplies/Books	35.27	
					001 - 595 10 31 000 - Supplies	76.26	
2396	04/13/2016	Claims	2	183593	Oliver-Hammer Clothes	162.73	
					001 - 521 20 26 000 - Uniforms/Accessories	162.73	
2397	04/13/2016	Claims	2	183594	P & P Excavating LLC	5,537.44	
					401 - 535 50 48 010 - Maintenance Of Lines	5,537.44	
2398	04/13/2016	Claims	2	183595	Pacific Style Lawn Maint. Inc.	1,302.00	
					101 - 576 80 31 100 - Fertilizer/Herbicide	1,302.00	
2399	04/13/2016	Claims	2	183596	Petty Cash-Debra Peterson	85.20	
					105 - 572 20 31 010 - Supplies	58.02	
					105 - 572 20 34 001 - Early Literacy Program	26.00	
					105 - 572 20 42 010 - Postage	1.18	
2400	04/13/2016	Claims	2	183597	Pigskin Uniforms	558.78	
					001 - 521 20 26 000 - Uniforms/Accessories	558.78	
2401	04/13/2016	Claims	2	183598	Platt	167.44	
					401 - 535 50 48 050 - Maint Of General Equip	167.44	
2402	04/13/2016	Claims	2	183599	Public Utility Dis No1	103.54	
					401 - 535 80 47 000 - Public Utilities	103.54	
2403	04/13/2016	Claims	2	183600	Puget Sound Energy	70,743.88	
					001 - 521 20 47 000 - Public Utilities	141.52	
					001 - 522 50 47 000 - Public Utilities	123.38	
					425 - 531 50 47 000 - Public Utilities	166.48	
					401 - 535 80 47 000 - Public Utilities	11,155.24	
					102 - 536 20 47 000 - Public Utilities	58.35	
					412 - 537 80 47 000 - Public Utilities	142.15	
					103 - 542 63 47 000 - Public Utilities	83.59	
					103 - 542 63 47 000 - Public Utilities	7.34	
					103 - 542 63 47 000 - Public Utilities	148.46	
					103 - 542 63 47 000 - Public Utilities	53,997.55	
					108 - 557 30 41 000 - Advertising	20.38	
					105 - 572 20 47 000 - Public Utilities	332.99	
					101 - 576 80 47 000 - Riverfront	698.14	
					101 - 576 80 47 010 - Community Center	169.29	
					101 - 576 80 47 020 - Senior Center	394.47	

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			101 - 576 80 47 040		- Train	43.12	
			101 - 576 80 47 050		- Hammer Square	167.31	
			101 - 576 80 47 051		- Bingham / Memorial	205.88	
			101 - 576 80 47 052		- Bingham Caretaker	120.91	
			101 - 576 80 47 052		- Bingham Caretaker	17.13	
			101 - 576 80 47 053		- Other Utilities	10.81	
			101 - 576 80 47 070		- City Hall	2,539.39	
<b>2404</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183601</b>	<b>Rene's World</b>		<b>32.55</b>
			401 - 535 80 31 010		- Operating Supplies	32.55	
<b>2405</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183602</b>	<b>Ricoh USA Inc</b>		<b>215.87</b>
			001 - 521 20 48 000		- Repairs & Maintenance	107.93	
			001 - 522 20 48 000		- Repairs/Maint-Equip	107.94	
<b>2406</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183603</b>	<b>Right Way Plumbing</b>		<b>595.80</b>
			412 - 537 50 48 010		- Repairs/Maint-Building	595.80	
<b>2407</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183604</b>	<b>Safety Meeting Outlines</b>		<b>122.00</b>
			401 - 535 80 31 010		- Operating Supplies	41.00	
			412 - 537 80 49 010		- Misc-Dues/Subs & Tuitn/Reg	40.00	
			103 - 542 30 35 010		- Safety Equipment	41.00	
<b>2408</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183605</b>	<b>Saunderson Marketing Group</b>		<b>424.87</b>
			001 - 558 70 41 010		- Professional Services	424.87	
<b>2409</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183606</b>	<b>Scientific Supply</b>		<b>225.58</b>
			401 - 535 80 31 010		- Operating Supplies	225.58	
<b>2410</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183607</b>	<b>Sedro-Woolley Auto Parts</b>		<b>619.37</b>
			001 - 522 20 48 000		- Repairs/Maint-Equip	14.28	
			001 - 523 20 31 000		- Office/Operating Supplies	8.79	
			401 - 535 50 48 050		- Maint Of General Equip	11.85	
			401 - 535 50 48 050		- Maint Of General Equip	14.65	
			412 - 537 50 48 000		- Repairs/maint-equip	11.92	
			412 - 537 50 48 000		- Repairs/maint-equip	111.97	
			412 - 537 50 48 000		- Repairs/maint-equip	98.21	
			412 - 537 80 31 000		- Operating Supplies	77.86	
			103 - 542 30 31 000		- Operating Supplies	113.63	
			103 - 542 30 31 000		- Operating Supplies	3.69	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	60.35	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	40.10	
			501 - 548 30 31 000		- Operating Supplies	52.07	
<b>2411</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183608</b>	<b>Sedro-Woolley Riding Club</b>		<b>300.00</b>
			001 - 513 10 42 000		- Communication	300.00	
<b>2412</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183609</b>	<b>Sedro-Woolley Volunteer</b>		<b>15,419.00</b>
			001 - 522 20 11 010		- Salaries-Volunteers	15,419.00	
<b>2413</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183610</b>	<b>Shred It</b>		<b>109.08</b>
			001 - 512 50 31 000		- Supplies	22.39	
			001 - 514 23 31 000		- Supplies	22.39	
			001 - 521 20 31 002		- Office/Operating Supplies	44.78	
			001 - 524 20 31 000		- Off/Oper Supps & Books	6.51	
			001 - 558 60 31 000		- Supplies/Books	6.51	
			001 - 595 10 31 000		- Supplies	6.50	
<b>2414</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183611</b>	<b>Skagit Co Dist Court</b>		<b>1,950.00</b>
			001 - 512 50 51 000		- Municipal Court Prob.	1,950.00	
<b>2415</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183612</b>	<b>Skagit Co District Court</b>		<b>1,976.50</b>
			001 - 512 50 51 001		- District Court Surcharge	1,976.50	
<b>2416</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183613</b>	<b>Skagit Co Public Works</b>		<b>41,976.88</b>

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			412 - 537 60 47 000		Solid Waste Disposal	41,976.88	
<b>2417</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183614</b>	<b>Skagit County Auditor</b>	<b>12,347.03</b>	
			001 - 514 40 51 000		Election Costs	2,728.72	
			001 - 514 90 51 000		Voter Registration Costs	9,156.31	
			401 - 535 80 49 040		Misc-Filing Fees/Lien Exp	231.00	
			412 - 537 80 49 020		Misc-Filing Fees/Lien Exp	231.00	
<b>2418</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183615</b>	<b>Skagit County Treasurer</b>	<b>30,130.85</b>	
			114 - 523 60 51 022		Jail Sales Tax Pass Through 2	29,981.23	
			001 - 586 00 00 001		Crime Victim & Witnss Prog	149.62	
<b>2419</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183616</b>	<b>Skagit Farmers Supply</b>	<b>596.91</b>	
			412 - 537 80 32 000		Auto Fuel/Diesel	19.76	
			103 - 542 30 31 000		Operating Supplies	55.31	
			103 - 542 30 31 010		Operating Supplies-Propane	19.76	
			101 - 576 80 31 100		Fertilizer/Herbicide	7.58	
			101 - 576 80 31 100		Fertilizer/Herbicide	494.50	
<b>2420</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183617</b>	<b>Skagit Fire Chiefs Assoc.</b>	<b>158.00</b>	
			001 - 522 20 49 010		Misc-Dues	158.00	
<b>2421</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183618</b>	<b>Skagit Publishing</b>	<b>1,023.35</b>	
			001 - 511 60 31 001		Legal Publications	52.75	
			104 - 595 10 63 040		Eng-SR9 Jameson	506.40	
			104 - 595 10 63 040		Eng-SR9 Jameson	464.20	
<b>2422</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183619</b>	<b>Skagit Surveyors &amp;</b>	<b>1,377.50</b>	
			001 - 558 60 41 000		Professional Services	1,377.50	
<b>2423</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183620</b>	<b>Heather Sorsdal-Hirota</b>	<b>126.00</b>	
			001 - 521 40 43 000		Travel	126.00	
<b>2424</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183621</b>	<b>Sparkle Shop Laundries</b>	<b>72.17</b>	
			001 - 521 20 26 010		Uniform Cleaning	11.94	
			001 - 522 20 49 030		Misc-Laundry	60.23	
<b>2425</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183622</b>	<b>Staples Business Advantage</b>	<b>311.69</b>	
			001 - 521 20 31 002		Office/Operating Supplies	121.31	
			001 - 521 20 31 002		Office/Operating Supplies	57.70	
			001 - 521 20 31 002		Office/Operating Supplies	132.68	
<b>2426</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183623</b>	<b>Sunwheel Design &amp; Construction LLC</b>	<b>1,855.00</b>	
			401 - 594 35 63 010		Other Improvements	1,855.00	
<b>2427</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183624</b>	<b>Tacoma Screw Products Inc.</b>	<b>489.64</b>	
			412 - 537 80 35 000		Small Tools & Minor Equip	77.57	
			412 - 537 80 35 000		Small Tools & Minor Equip	412.07	
<b>2428</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183625</b>	<b>Treatment Equipment Co</b>	<b>902.72</b>	
			401 - 535 50 48 050		Maint Of General Equip	902.72	
<b>2429</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183626</b>	<b>Truck Toys Inc</b>	<b>114.91</b>	
			412 - 537 50 48 000		Repairs/maint-equip	114.91	
<b>2430</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183627</b>	<b>True Value</b>	<b>247.47</b>	
			001 - 523 20 31 000		Office/Operating Supplies	34.25	
			401 - 535 80 31 010		Operating Supplies	9.21	
			401 - 535 80 31 010		Operating Supplies	26.56	
			103 - 542 64 31 002		Traffic Control Devices	25.48	
			103 - 542 64 31 002		Traffic Control Devices	16.26	
			101 - 576 80 31 000		Operating Sup - Tesarik Park	70.49	
			101 - 576 80 31 006		Operating Sup - City Hall	13.01	
			101 - 576 80 48 004		Community Center	37.94	

# CHECK REGISTER

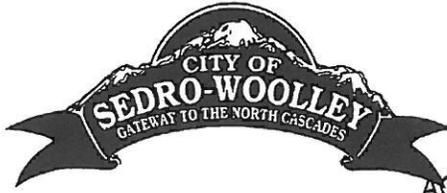
City Of Sedro-Woolley  
MCAG #: 0647

03/25/2016 To: 04/13/2016

Time: 09:43:27 Date: 04/08/2016  
Page: 8

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 006		Memorial Park	11.92	
			101 - 594 76 31 000		Buildings & Structures	2.35	
<b>2431</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183628</b>	<b>USA Blue Book</b>		<b>138.93</b>
			401 - 535 80 31 010		Operating Supplies	138.93	
<b>2432</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183629</b>	<b>USPS</b>		<b>950.21</b>
			001 - 513 10 42 000		Communication	950.21	
<b>2433</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183630</b>	<b>United Laboratories</b>		<b>967.65</b>
			401 - 535 80 31 010		Operating Supplies	285.82	
			401 - 535 80 31 010		Operating Supplies	173.39	
			103 - 542 30 31 000		Operating Supplies	508.44	
<b>2434</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183631</b>	<b>Verizon Wireless</b>		<b>3,131.41</b>
			001 - 513 10 42 020		Telephone	35.81	
			001 - 513 10 42 020		Telephone	10.02	
			001 - 514 23 42 020		Telephone	55.43	
			001 - 515 30 42 001		Telephone	55.43	
			001 - 515 30 42 001		Telephone	10.02	
			001 - 518 80 42 020		Telephone	59.81	
			001 - 521 20 42 020		Telephone	922.69	
			001 - 521 20 42 020		Telephone	103.78	
			001 - 521 20 42 020		Telephone	502.58	
			001 - 522 20 42 020		Telephone	73.32	
			001 - 522 20 42 020		Telephone	283.16	
			001 - 524 20 42 020		Telephone	55.43	
			401 - 535 80 42 030		Nextel Cell Phones	55.43	
			401 - 535 80 42 030		Nextel Cell Phones	146.64	
			401 - 535 80 42 030		Nextel Cell Phones	44.64	
			102 - 536 20 42 020		Telephone	55.43	
			102 - 536 20 42 020		Telephone	18.33	
			412 - 537 80 42 025		Nextel Cell Phones	221.72	
			412 - 537 80 42 025		Nextel Cell Phones	22.91	
			412 - 537 80 42 025		Nextel Cell Phones	10.02	
			103 - 542 30 42 020		Telephone	75.42	
			101 - 576 80 42 020		Telephone	110.86	
			101 - 576 80 42 020		Telephone	73.32	
			001 - 595 10 42 025		Cell Phones	110.86	
			001 - 595 10 42 025		Cell Phones	18.35	
<b>2435</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183632</b>	<b>WA St Dept Of Prof Licen</b>		<b>345.00</b>
			001 - 521 20 51 000		Intergov Svc-Gun Permits	111.00	
			001 - 521 20 51 000		Intergov Svc-Gun Permits	234.00	
<b>2436</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183633</b>	<b>WA St Dept Of Retirement</b>		<b>26.82</b>
			001 - 521 20 22 001		Social Security	26.82	
<b>2437</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183634</b>	<b>WA St Dept Of Trans</b>		<b>264.59</b>
			104 - 595 10 63 040		Eng-SR9 Jameson	264.59	
<b>2438</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183635</b>	<b>WA St Off Of Treasurer</b>		<b>8,994.22</b>
			001 - 386 90 00 000		State Remittances-Court	-8,994.22	
<b>2439</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183636</b>	<b>Washington State Patrol</b>		<b>570.00</b>
			001 - 521 10 51 040		Access Fees	534.00	
			105 - 572 20 41 000		Professional Services	12.00	
			101 - 576 80 49 020		Misc-Dues/CDL/Background	24.00	
<b>2440</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183637</b>	<b>Washington Tractor</b>		<b>295.08</b>
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	28.97	
			102 - 597 00 02 102		Fleet M&O	266.11	
<b>2441</b>	<b>04/13/2016</b>	<b>Claims</b>	<b>2</b>	<b>183638</b>	<b>Widener And Associates</b>		<b>1,254.40</b>





**CITY COUNCIL  
WORKSESSION**

APR 06 2016

AGENDA ITEM     B    

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

Mark A. Freiberger, PE  
Director of Public Works

**2<sup>ND</sup> READING**

**CONSENT CALENDAR**

MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Mark A. Freiberger, PE  
RE: **Proposed Ordinance \_\_\_\_\_-16**  
Speed Limit Revision on SR9 from South City Limits to SR 20  
DATE: March 31, 2016 (for Council review April 6, 2016)

**CITY COUNCIL AGENDA  
REGULAR MEETING**

APR 13 2016

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

**ISSUE**

Shall Council adopt Ordinance \_\_\_\_\_-16 replacing the first paragraph of SWMC Chapter 10.64.120 to revise the speed limit to 40 miles per hour from the south city limits at SR 9 mile post 55.45 to SR 9 mile post 55.89, the intersection of SR 9 and SR 20?

**BACKGROUND/RECOMMENDATION:**

Chapter 10.64 of the Municipal Code includes 10.64.120 setting speed limits on SR 9 within the city. The first paragraph sets the speed limit from the south city limits at SR 9 mile post 55.45 to the SR 9 - SR 20 intersection at 35 miles per hour. WSDOT has jurisdiction on the state routes within the city, and has set speed limits of 50 mph from the south city limits to SR 9 MP 55.67, and 40 mph from MP 55.67 to the SR 9 - SR 20 intersection at SR 9 MP 55.89.

As part of the design for the Jameson project, the city requested a speed revision for the 50 mph zone to support the new roundabout intersection at MP 55.45. WSDOT has agreed to lower the speed limit from 900 feet south of the city limits to MP 55.67, which will result in a consistent speed zone on SR 9 in this vicinity. The roundabout itself will be posted with an advisory speed limit of 20 mph, which is the design speed for the roundabout and the approaches. Combined with the 40 mph speed zone change, this will result in a much safer travel speed in this high accident vicinity.

The attached Ordinance \_\_\_\_\_-16 revises the first paragraph of SWMC Chapter 10.64.120 to revise the speed limit from the south city limits to SR 20 (which includes the section to MP 55.67) to 40 mph.

**MOTION**

***Move to adopt Ordinance \_\_\_\_\_-16 replacing the first paragraph of SWMC Chapter 10.64.120 to revise the speed limit to 40 miles per hour from the south city limits at SR 9 mile post 55.45 to SR 9 mile post 55.89, the intersection of SR 9 and SR 20.***

Ordinance No. XXXX-16

AN ORDINANCE AMENDING SWMC 10.64.120, CLARIFYING THE SPEED LIMITS FOR WASHINGTON STATE ROUTE NINE (SR-9) FROM THE SOUTH CITY LIMITS OF THE CITY OF SEDRO-WOOLLEY TO WASHINGTON STATE ROUTE NINE (SR-9) MILE POST 55.67.

**WHEREAS**, the Washington State Department of Transportation (WSDOT) sets and controls speed limits on State Routes within the city limits; and

**WHEREAS**, the speed limit on Washington State Route Nine (SR-9) between the south city limits at SR- mile post 55.45 and SR-9 Milepost 55.67 has been maintained by WSDOT at 50 miles per hour; and

**WHEREAS**, the City of Sedro-Woolley has requested that the speed limit be lowered from 50 miles per hour to 40 miles per hour on this section of SR-9, and WSDOT has consented to that change.

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

Section 1. Speed Limit Changed. SWMC 10.64.120, paragraph one is hereby amended to read as follows:

**10.64.120 Washington State Route Nine.**

On Washington State Route Nine, (SR-9), from the south city limits (SR-9 mile post 55.45) to the intersection of Washington State Route Twenty (SR-20 mile post 64.81) and Washington State Route Nine (SR-9 mile post 55.89), the speed limit shall be forty miles per hour.

**Section 2. Severability.** If any provision, section, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**Section 3. Effective Date.** This Ordinance shall become effective five (5) days after its passage and publication and upon approval by the Washington State Department of Transportation as required by law.

PASSED BY THE COUNCIL OF THE CITY OF SEDRO-WOOLLEY THIS 13<sup>TH</sup> DAY OF APRIL, 2016 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 13<sup>TH</sup> DAY OF APRIL 2016.

\_\_\_\_\_  
MAYOR

Attest:

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City Clerk

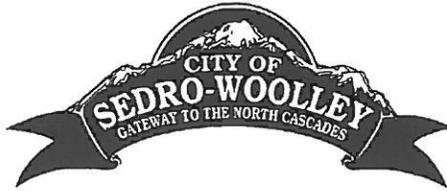
Approved as to Form:

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City Attorney

On Washington State Route Nine (SR-9) from the intersection of Washington State Route Twenty (SR-20), and Washington State Route Nine (SR-9) at Township and Moore Street, north along SR-9 to the intersection with McGarigle Road (SR-9 mile post 57.43), the speed limit shall be twenty-five miles per hour, except when otherwise posted as a school zone.

On Washington State Route Nine (SR-9) from the intersection with McGarigle Road, (SR-9 mile post 57.43) to the north city limits (SR-9 mile post 58.24) along SR-9, the speed limit shall be thirty-five miles per hour.



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Mark A. Freiberger, PE  
RE: **Possible Bid Award**  
**Public Works Agreement No. 2016-PW-17 – 2016 Annual On-Call Plumbing Services**  
DATE: March 28, 2016 (for Council action April 13, 2016)

**ISSUE**

Should Mayor Wagoner execute the attached Public Works Agreement No. 2016-PW-17 - 2016 Annual Plumbing On-Call Services?

**BACKGROUND/DISCUSSION**

The city closed bids on March 22, 2016 under the MRSC Small Works Roster process for the following contract:  
• 2016 Annual Plumbing On-Call Services

Our bid tabulation is attached.

This contract will provide labor, materials and equipment for miscellaneous on-call type repairs to city facilities for plumbing services. The basis for bid comparison was a typical one day service call based on contractor proposed hourly rates. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2016-PW-17	Blythe Plumbing & Heating Inc. of Bellingham, WA	\$10,000.00

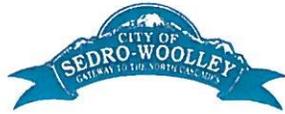
**FINANCE**

The work will be generally funded as follows:  
521.20.48.000.001 - Repairs & Maintenance – Police Evidence Room \$6,000  
522.20.48.000.001 - Repairs & Maintenance – Equipment - \$35,000  
522.50.48.030.001 - Repairs & Maintenance – Station 2 - \$3,500  
576.80.48.009.101 - Repairs & Maintenance – Hammer Square - \$5,500  
576.80.48.016.101 - Repairs & Maintenance – City Hall - \$22,500  
535.50.48.000.401 - Maintenance Contracts - \$34,000

The individual contract is issued as not to exceed the amount as shown. Individual Task Orders will be issued for work as needed, and will include negotiated lump sum or not to exceed estimates. Actual amounts will vary depending on repairs and quantities needed.

**MOTION:**

**Move to authorize Mayor Wagoner to execute the attached Public Works Agreement No. 2016-PW-17 for 2016 Annual Plumbing On-Call Services as detailed above.**



CITY OF SEDRO-WOOLLEY  
2016 ANNUAL PLUMBING ON-CALL SERVICES

**FINAL - BID COMPARISON**

BID OPENING: March 22, 2016, 2:00PM

*dy*

Contractor Name:

ITEM	QUANTITY	UNIT	Blythe Plumbing & Heating Inc. Bellingham, WA		CPI Plumbing & Heating Mount Vernon, WA	
			RATE	TOTAL	RATE	TOTAL
Journeyman Plumber, Straight Time	8.00	Hours	117.50	940.00	139.00	1,112.00
Journeyman Plumber, Overtime	2.00	Hours	176.25	352.50	170.00	340.00
Service Truck with Tools	10.00	Hours	Inc.	Inc.	Inc.	Inc.
Mobilization/Demobilization (if not incl in hourly rate)	1.00	LS	Inc.	Inc.	139.00	139.00
Materials (bid allowance)	1.00	LS	500.00	500.00	500.00	500.00
Markup on Materials at Contractor rate	500.00	%	0.30	150.00	0.25	125.00
<b>SUBTOTAL</b>				<b>1,942.50</b>		<b>2,216.00</b>
WASHINGTON STATE SALES TAX AT 8.5%				165.11		188.36
<b>TOTAL</b>				<b>2,107.61</b>		<b>2,404.36</b>

**Markup Rate for Materials**

Corrections made to calculations

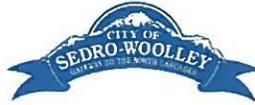
MRSC

30%
No
Yes

25%
No
Yes

**NOTES**

1. Project assumes a one day repair during normal working hours of a miscellaneous plumbing problem at the Wastewater Treatment Plant.
2. Mobilization/Demobilization (Round Trip) - One mobilization/demobilization will be paid per task order, unless agreed to otherwise.



## PUBLIC WORKS AGREEMENT 2016-PW-17

### Project Name: 2016 Annual Plumbing On-Call Services

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Blythe Plumbing & Heating Inc., 2201 Humbolt Street, Bellingham, WA 98225**, (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid"**

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

**A. Definitions and Terms:**

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

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

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

**B. Project Manager:** The term "engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all purposes under this agreement. The City designates **Nathan Salseina, Public Works Operations Lead** as its Project Manager. Contractor designates \_\_\_\_\_ as its Project Manager.

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

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

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

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

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

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

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

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

### III. PAYMENT

A. The maximum payable hereunder is **\$10,000.00**

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

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

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

E. Retainage will be administered in accordance with RCW 60.28.011.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **February 28, 2017**

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

C. Scope of project: **To provide for the repair and maintenance of plumbing systems for the City of Sedro-Woolley per the "Invitation to Bid" dated March 8, 2016.**

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

E. Indemnification.

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

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

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

any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

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

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

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_  
, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
Keith Wagoner, Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney

## RETAINAGE INVESTMENT OPTION

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

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

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

## ESCROW AGREEMENT / INTEREST BEARING ACCOUNT

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ATTESTED BY:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

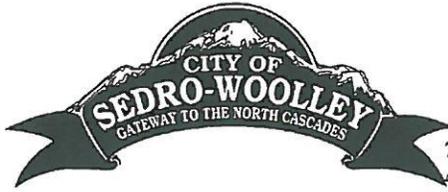
The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

By: \_\_\_\_\_

# EXHIBIT A

<b>CITY OF SEDRO-WOOLLEY</b>				3/22/2016
<b>2016 ON-CALL PLUMBING SERVICES</b>				
<b>LABOR AND EQUIPMENT RATE SHEET</b>				
<b>Contractor:</b>	Blythe Plumbing & Heating, Inc			
	2201 Humboldt St			
	Bellingham, Wa 98225			
<b>Labor Rates</b>		<b>Base Hourly Rate</b>	<b>Overtime Hourly Rate</b>	
Journeyman Plumber		\$117.50 per hour	\$176.25 per hour	
<b>Materials Markup Rate</b>		30% markup on non-stock items		
		Standard retail pricing on all inventory items		
<b>Estimated Mobilization/Demobilization</b>		Blythe is a time and materials shop, this is included in our hourly service rates		
<b>Equipment Rates</b>		30% on equipment rentals from vendors		
		Standard Blythe owned equipment rental rates		
<b>Service Truck with tools</b>		Not applicable with standard service calls		



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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

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

Mark A. Freiburger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Mark A. Freiburger, PE *MF*  
RE: **Possible Bid Award**  
**Public Works Agreement No. 2016-PW-18**  
**2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection**  
DATE: March 29, 2016 (for Council action April 13, 2016)

**ISSUE**

Shall council move to award and authorize Mayor Wagoner to execute the attached Public Works Agreement No. 2016-PW-18 for 2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection with Commercial Fire Protection Inc. of Mount Vernon, WA, in the amount not to exceed \$7,000.00?

**BACKGROUND/DISCUSSION**

The city closed bids on March 18, 2016 under the MRSC Small Works Roster process for the following contract:

- 2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection

Our Final Bid Comparison is attached.

This contract will provide an annual service and inspection of portable fire extinguishers and kitchen fire suppression systems located throughout the City. The basis for bid comparison was a unit price comparison on known quantities of equipment located throughout the City. Staff also considered the ability of the contractor to respond, available equipment and references in the determination of the low bidder.

Contract	Contractor	Not-to-Exceed Total
2016-PW-18	Commercial Fire Protection Inc. of Mount Vernon, WA	\$7,000.00

**FINANCE**

The work will be generally funded as follows:  
522.50.48.030.001 – Fire Station No. 2 - \$3,500  
576.80.31.003.101 – Parks Department - \$1,000  
576.80.48.004.101 – Community Center - \$2,300  
576.80.48.005.101 – Senior Center - \$2,300  
576.80.48.006.101 – City Hall - \$8,900  
576.80.48.007.101 – Library - \$2,000  
536.20.48.040.102 – Cemetery - \$1,000  
542.30.48.010.103 – Street - \$24,000  
535.50.48.000.401 – Sewer - \$34,000  
537.80.48.000.412 – Solid Waste - \$2,000

The contract is issued as “not to exceed” the amount as shown. The actual amount will vary depending on the inspection, service, and any necessary repairs or replacements as needed.

**MOTION:**

***Move to award and authorize Mayor Wagoner to execute the attached Public Works Agreement No. 2016-PW-18, 2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection with Commercial Fire Protection Inc. of Mount Vernon, WA, in the amount not to exceed \$7,000.00.***



**City of Sedro-Woolley**  
**FINAL - BID PROPOSAL COMPARISON**

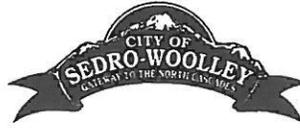
2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection  
 BID OPENING : MARCH 18, 2016, 2:00PM

Bidder Name:

**Commercial Fire Protection Inc.**  
 Mount Vernon, WA

**Alpine Fire & Safety**  
 Burlington, WA

Item	Description/Extinguisher Class	Annual Maintenance	5 or 6-Year Maintenance	Hydrostatic Test & 5 year or 6-Year Maintenance	Recharge	Estimated Annual Quantity	Unit Price	Total	Unit Price	Total
1	2.5# ABC Dry Chemical Extinguisher	x				18	\$ 6.95	\$ 125.10	\$ 5.00	\$ 90.00
2	2.5# ABC Dry Chemical Extinguisher		x			2	\$ 13.44	\$ 26.88	\$ 17.45	\$ 34.90
3	2.5# ABC Dry Chemical Extinguisher			x		4	\$ 26.88	\$ 107.52	\$ 31.40	\$ 125.60
4	2.5# ABC Dry Chemical Extinguisher				x	1	\$ 13.44	\$ 13.44	\$ 17.45	\$ 17.45
5	2.5G WP Extinguisher	x				2	\$ 6.95	\$ 13.90	\$ 7.95	\$ 15.90
6	2.5G WP Extinguisher		x			1	\$ 8.40	\$ 8.40	\$ 13.45	\$ 13.45
7	2.5G WP Extinguisher			x		1	\$ 23.40	\$ 23.40	\$ 40.60	\$ 40.60
8	2.5G WP Extinguisher				x	1	\$ 8.40	\$ 8.40	\$ 13.45	\$ 13.45
9	2.5# Clean Guard Extinguisher	x				2	\$ 6.95	\$ 13.90	\$ 5.00	\$ 10.00
10	2.5# Clean Guard Extinguisher		x			1	\$ 13.44	\$ 13.44	\$ 17.45	\$ 17.45
11	2.5# Clean Guard Extinguisher			x		1	\$ 26.88	\$ 26.88	\$ 31.40	\$ 31.40
12	2.5# Clean Guard Extinguisher				x	1	\$ 13.44	\$ 13.44	\$ 17.45	\$ 17.45
13	5# ABC Dry Chemical Extinguisher	x				78	\$ 6.95	\$ 542.10	\$ 5.00	\$ 390.00
14	5# ABC Dry Chemical Extinguisher		x			1	\$ 13.44	\$ 13.44	\$ 17.45	\$ 17.45
15	5# ABC Dry Chemical Extinguisher			x		13	\$ 26.88	\$ 349.44	\$ 31.40	\$ 408.20
16	5# ABC Dry Chemical Extinguisher				x	1	\$ 13.44	\$ 13.44	\$ 17.45	\$ 17.45
17	5.5# BC Dry Chemical Extinguisher	x				2	\$ 6.95	\$ 13.90	\$ 5.00	\$ 10.00
18	5.5# BC Dry Chemical Extinguisher		x			1	\$ 13.44	\$ 13.44	\$ 18.95	\$ 18.95
19	5.5# BC Dry Chemical Extinguisher			x		1	\$ 26.88	\$ 26.88	\$ 34.90	\$ 34.90
20	5.5# BC Dry Chemical Extinguisher				x	1	\$ 13.44	\$ 13.44	\$ 18.95	\$ 18.95
21	6# ABC Dry Chemical Extinguisher	x				4	\$ 6.95	\$ 27.80	\$ 5.00	\$ 20.00
22	6# ABC Dry Chemical Extinguisher		x			2	\$ 13.44	\$ 26.88	\$ 13.95	\$ 27.90
23	6# ABC Dry Chemical Extinguisher			x		1	\$ 26.88	\$ 26.88	\$ 37.90	\$ 37.90
24	6# ABC Dry Chemical Extinguisher				x	1	\$ 13.44	\$ 13.44	\$ 13.95	\$ 13.95
25	10# ABC Dry Chemical Extinguisher	x				45	\$ 6.95	\$ 312.75	\$ 5.00	\$ 225.00
26	10# ABC Dry Chemical Extinguisher		x			1	\$ 14.84	\$ 14.84	\$ 22.45	\$ 22.45
27	10# ABC Dry Chemical Extinguisher			x		1	\$ 29.68	\$ 29.68	\$ 38.40	\$ 38.40
28	10# ABC Dry Chemical Extinguisher				x	1	\$ 14.84	\$ 14.84	\$ 22.45	\$ 22.45
29	20# ABC Dry Chemical Extinguisher	x				8	\$ 6.95	\$ 55.60	\$ 5.00	\$ 40.00
30	20# ABC Dry Chemical Extinguisher		x			1	\$ 19.04	\$ 19.04	\$ 27.45	\$ 27.45
31	20# ABC Dry Chemical Extinguisher			x		1	\$ 38.12	\$ 38.12	\$ 46.90	\$ 46.90
32	20# ABC Dry Chemical Extinguisher				x	1	\$ 19.04	\$ 19.04	\$ 27.45	\$ 27.45
33	15# CO2 Extinguisher	x				2	\$ 6.95	\$ 13.90	\$ 5.00	\$ 10.00
34	15# CO2 Extinguisher		x			1	\$ 26.25	\$ 26.25	\$ 25.70	\$ 25.70
35	15# CO2 Extinguisher			x		1	\$ 54.60	\$ 54.60	\$ 60.75	\$ 60.75
36	15# CO2 Extinguisher				x	1	\$ 26.25	\$ 26.25	\$ 25.70	\$ 25.70
37	2.5# Halon Extinguisher	x				1	\$ 6.95	\$ 6.95	\$ 5.00	\$ 5.00
38	2.5# Halon Extinguisher		x			1	\$ 27.27	\$ 27.27	\$ 33.00	\$ 33.00
39	2.5# Halon Extinguisher			x		1	\$ 36.50	\$ 36.50	\$ 43.45	\$ 43.45
40	2.5# Halon Extinguisher				x	1	\$ 30.24	\$ 30.24	\$ 33.00	\$ 33.00
41	5# Halon Extinguisher	x				5	\$ 6.95	\$ 34.75	\$ 5.00	\$ 25.00
42	5# Halon Extinguisher		x			1	\$ 30.24	\$ 30.24	\$ 36.00	\$ 36.00
43	5# Halon Extinguisher			x		1	\$ 39.90	\$ 39.90	\$ 47.55	\$ 47.55
44	5# Halon Extinguisher				x	1	\$ 30.24	\$ 30.24	\$ 36.00	\$ 36.00
45	13# Halon Extinguisher	x				1	\$ 6.95	\$ 6.95	\$ 5.00	\$ 5.00
46	13# Halon Extinguisher		x			1	\$ 41.87	\$ 41.87	\$ 49.85	\$ 49.85
47	13# Halon Extinguisher			x		1	\$ 54.39	\$ 54.39	\$ 64.75	\$ 64.75
48	13# Halon Extinguisher				x	1	\$ 41.87	\$ 41.87	\$ 49.85	\$ 49.85
49	Community Center - Design Magic Suppression System w/Kidde Aqua Blue Model WHDR-250 Kitchen Hood System	x				1	\$ 95.00	\$ 95.00	\$ 141.00	\$ 141.00
50	Senior Center - Range Guard Model 4G5 Kitchen Hood System	x				1	\$ 95.00	\$ 95.00	\$ 151.00	\$ 151.00
51	Minimum Service Charge if appl.					1	\$ 30.00	\$ 30.00	INC	0
52	Hazardous Materials Charge if appl.					1	N/A	0	INC	0
53	Fuel Surcharge if applicable					1	N/A	0	INC	0
54	Tamper Seal per each if not included					1	INC	0	INC	0
<b>SUBTOTAL</b>								\$ 2,701.86		\$ 2,736.00
Sales Tax at 8.5%								\$ 229.66		\$ 232.56
<b>ESTIMATED TOTAL</b>								\$ 2,931.52		\$ 2,968.56
<b>NOTES:</b>										
1	Include any materials in recharge item.									
2	Contractor must be certified to service Kidde and Range Guard hood units									
3	Items 51 through 54 are "if applicable." Please indicate "NA" or "INC" if these charges are not applicable or included in base unit prices or otherwise clarify how these apply.									
4	An Excel version of this Bid Proposal Form is available on request.									
<b>MRSC:</b>										
<b>Corrections/Notes:</b>								BI 25, 31, & 38 math corrections. BI 49 & 50 add \$18.75 to each for TEGRIS report		BI 49 & 50 add \$25.00 to each for TEGRIS report



## PUBLIC WORKS AGREEMENT 2016-PW-18

### Project Name:

### 2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection

The City of Sedro-Woolley, a municipal corporation of the State of Washington (hereinafter the "City"); and **Commercial Fire Protection Inc., 17199 Bennett Road, Mount Vernon, WA 98273** (hereinafter the "Contractor") hereby agree as follows:

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

Project description: **Contractor shall provide portable fire extinguisher and kitchen hood service and inspections to various City of Sedro-Woolley sites as stated in Invitation to Bid dated March 4, 2016, attached hereto as Exhibit A.**

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

#### A. Definitions and Terms:

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

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

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

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

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

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

**E. Bonding Requirements:** Not required.

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

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

G. **Traffic Control:** Not required.

### III. PAYMENT

A. Unit prices will be paid as per **Exhibit B, Commercial Fire Protection Inc. Bid Proposal Form** attached hereto. The maximum payable hereunder is **\$7,000.00 for the two year period 2016-2017.**

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

C. Prior to any payment hereunder, contractor is responsible for complying with applicable Department of Labor and Industries and Department of Revenue requirements and procedures.

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

A. Term of contract: contractor shall begin work as soon as is practicable and will complete work on or before **December 31, 2017.**

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

C. Scope of project: **Contractor shall provide portable fire extinguisher and kitchen hood service and inspections to various City of Sedro-Woolley sites as stated in the Invitation to Bid dated March 4, 2016.**

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

#### E. Indemnification.

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

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

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

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

5. Contractor's duty to defend, indemnify, and hold City harmless shall include,

as to all claims, demands, losses, and liabilities to which it applies City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

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

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

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

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

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the Contractor, \_\_\_\_\_

\_\_\_\_\_, Contractor

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, for the CITY OF SEDRO-WOOLLEY:

\_\_\_\_\_  
Keith Wagoner, Mayor

Attest:

\_\_\_\_\_  
Finance Director

Approved as to form:

\_\_\_\_\_  
City Attorney

**RETAINAGE INVESTMENT OPTION**

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

Designate below the type of investment selected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ 4. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for

the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

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

---

(Contractor's Signature)

Date

---

Title

RETAINAGE ACCOUNT \_\_\_\_\_

CITY \_\_\_\_\_

**ESCROW AGREEMENT / INTEREST BEARING ACCOUNT**

TO: \_\_\_\_\_  
Bank or Trust Company

\_\_\_\_\_  
Branch

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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

**INSTRUCTIONS**

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

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

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

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

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

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

---

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

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

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

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

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

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

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF SEDRO-WOOLLEY**  
City

BY: \_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ATTESTED BY:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

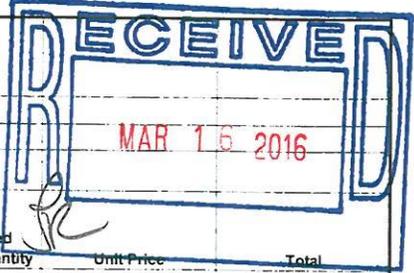
The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bank or Trust Company

By: \_\_\_\_\_



# EXHIBIT B



## BID PROPOSAL FORM

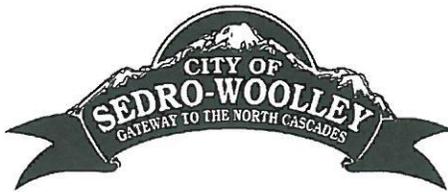
2016-2017 Annual Portable Fire Extinguisher and Kitchen Hood Service and Inspection

Bidder Name: *Commercial Fire Protection Inc.*

Item	Description/Extinguisher Class	Annual Maintenance	5 or 6-Year Maintenance	Hydrostatic Test & 5 year or 6-Year Maintenance	Recharge	Estimated Annual Quantity	Unit Price	Total
1	2.5# ABC Dry Chemical Extinguisher	x				18	6.95	125.1
2	2.5# ABC Dry Chemical Extinguisher		x			2	13.44	26.88
3	2.5# ABC Dry Chemical Extinguisher			x		4	26.88	107.52
4	2.5# ABC Dry Chemical Extinguisher				x	1	13.44	13.44
5	2.5G WP Extinguisher	x				2	6.95	13.9
6	2.5G WP Extinguisher		x			1	8.4	8.4
7	2.5G WP Extinguisher			x		1	23.4	23.4
8	2.5G WP Extinguisher				x	1	8.4	8.4
9	2.5# Clean Guard Extinguisher	x				2	6.95	13.9
10	2.5# Clean Guard Extinguisher		x			1	13.44	13.44
11	2.5# Clean Guard Extinguisher			x		1	26.88	26.88
12	2.5# Clean Guard Extinguisher				x	1	13.44	13.44
13	5# ABC Dry Chemical Extinguisher	x				78	6.95	542.1
14	5# ABC Dry Chemical Extinguisher		x			1	13.44	13.44
15	5# ABC Dry Chemical Extinguisher			x		13	26.88	349.44
16	5# ABC Dry Chemical Extinguisher				x	1	13.44	13.44
17	5.5# BC Dry Chemical Extinguisher	x				2	6.95	13.9
18	5.5# BC Dry Chemical Extinguisher		x			1	13.44	13.44
19	5.5# BC Dry Chemical Extinguisher			x		1	26.88	26.88
20	5.5# BC Dry Chemical Extinguisher				x	1	13.44	13.44
21	6# ABC Dry Chemical Extinguisher	x				4	6.95	27.8
22	6# ABC Dry Chemical Extinguisher		x			2	13.44	26.88
23	6# ABC Dry Chemical Extinguisher			x		1	26.88	26.88
24	6# ABC Dry Chemical Extinguisher				x	1	13.44	13.44
25	10# ABC Dry Chemical Extinguisher	x				45	6.95	499.57
26	10# ABC Dry Chemical Extinguisher		x			1	14.84	14.84
27	10# ABC Dry Chemical Extinguisher			x		1	29.68	29.68
28	10# ABC Dry Chemical Extinguisher				x	1	14.84	14.84
29	20# ABC Dry Chemical Extinguisher	x				8	6.95	55.6
30	20# ABC Dry Chemical Extinguisher		x			1	19.04	19.04
31	20# ABC Dry Chemical Extinguisher			x		1	38.12	38.12
32	20# ABC Dry Chemical Extinguisher				x	1	19.04	19.04
33	15# CO2 Extinguisher	x				2	6.95	13.9
34	15# CO2 Extinguisher		x			1	26.25	26.25
35	15# CO2 Extinguisher			x		1	54.6	54.6
36	15# CO2 Extinguisher				x	1	26.25	26.25
37	2.5# Halon Extinguisher	x				1	6.95	6.95
38	2.5# Halon Extinguisher		x			1	27.2	27.2
39	2.5# Halon Extinguisher			x		1	36.5	36.5
40	2.5# Halon Extinguisher				x	1	30.24	30.24
41	5# Halon Extinguisher	x				5	6.95	34.75
42	5# Halon Extinguisher		x			1	30.24	30.24
43	5# Halon Extinguisher			x		1	39.9	39.9
44	5# Halon Extinguisher				x	1	30.24	30.24
45	13# Halon Extinguisher	x				1	6.95	6.95
46	13# Halon Extinguisher		x			1	41.87	41.87
47	13# Halon Extinguisher			x		1	54.39	54.39
48	13# Halon Extinguisher				x	1	41.87	41.87
49	Community Center - Design Magic Suppression System w/Kidde Aqua Blue Model WHDR-250 Kitchen Hood System	x				1	95	95
50	Senior Center - Range Guard Model 4G5 Kitchen Hood System	x				1	95	95
51	Minimum Service Charge if appl.					1	30	30
52	Hazardous Materials Charge if appl.					1	N/A	N/A
53	Fuel Surcharge if applicable					1	N/A	N/A
54	Tamper Seal per each if not included					1	INC	INC
<b>SUBTOTAL</b>								<b>2,874.13</b>
Sales Tax at 8.5%								244.3
<b>ESTIMATED TOTAL</b>								<b>3,118.43</b>

Comments:  
 1 Important - Please note that any refill agent (dry chemical, halon, CO2, etc.) is not shown as part of line item cost since volume will vary depending on extinguisher size and how much was used.  
 2 Line items 49 and 50 (kitchen hood systems) require test report entry into the Fire Departments TEGRIS tracking system. There is a charge of \$18.75 for each report entered. This charge is not included in the annual testing fee noted above.

NOTES:  
 1 Include any materials in recharge item.  
 2 Contractor must be certified to service Kidde and Range Guard hood units  
 3 Items 51 through 54 are "if applicable." Please indicate "NA" or "INC" if these charges are not applicable or included in base unit prices or otherwise clarify how these apply.  
 4 An Excel version of this Bid Proposal Form is available on request.



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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

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

Mark A. Freiberger, PE  
Director of Public Works

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MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Mark A. Freiberger, PE *MF*  
RE: **Land Pride 14' Pull Type, Towable Mower Award**  
Purchase Order No. 2016-PO-09  
DATE: March 29, 2016 (for Council review April 13, 2016)

**ISSUE**

Shall City Council authorize the Public Works Director to issue the attached Purchase Order No. 2016-PO-09 for the purchase of a Land Pride 14' Pull Type Towable Mower in the bid amount of \$13,994.56 from Washington Tractor Inc. of Mount Vernon, WA?

**BACKGROUND/RECOMMENDATION:**

On March 8, 2016 we advertised for proposals for (1 each) 14' and (1 each) 16' Pull Type, Towable Mower. We closed bids on March 22, 2016 with four bids received.

Attached is the final bid tabulation.

The 2016 Equipment Replacement and Repair Fund (ERR) budgeted \$14,100 for replacement towable mowers. After examining the bids it appears we will only be able to purchase one towable mower this year.

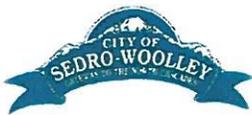
Due to the age and current condition of our towable mowers the public works department decided to replace the smaller of the two mowers.

The ERR Fund will support the proposed purchase.

**MOTION**

**City Council shall authorize the Public Works Director to issue the attached Purchase Order No. 2016-PO-09 for the purchase of a Land Pride 14' Pull Type Towable Mower in the bid amount of \$13,994.56 from Washington Tractor Inc. of Mount Vernon, WA.**

<b>City of Sedro-Woolley</b>					
Towable Mowers, BID					
<b>Bid Tabulation - FINAL</b>					
Bid Date: March 22, 2016, 2:00 PM					
By: Mark Freiberger		<b>Washington Tractor Inc.</b>	<b>RMT Equipment</b>	<b>Brim Tractor</b>	<b>Technology International Inc.</b>
		Mount Vernon, WA	Chehalis, WA	Mount Vernon, WA	Lake Mary, Florida
Type	Estimated Quantity	Base Unit Price (minimum 1 each)			
(1 each) 14' Pull Type, Towable Mower	1	\$ 12,898.21	\$ 12,995.00	\$ 16,223.00	\$ 18,848.00
(1 each) 16' Pull Type, Towable Mower	1	\$ 14,445.88	\$ 14,495.00	\$ 18,056.00	\$ 21,099.00
<b>SUBTOTAL</b>		\$ 27,344.09	\$ 27,490.00	\$ 34,279.00	\$ 39,947.00
<b>WSST AT 8.5%</b>		\$ 2,324.25	\$ 2,336.65	\$ 2,913.72	\$ 3,395.50
<b>TOTAL</b>		\$ 29,668.34	\$ 29,826.65	\$ 37,192.72	\$ 43,342.50
<b>NOTES:</b>				Substituted 15' and 17'	



# PURCHASE ORDER CITY OF SEDRO-WOOLLEY

Purchase Order No. 2016-PO-09

Product Land Pride AFM4214 14' Flex Wing, Pull Type, Towable Mower

Vendor Name Washington Tractor Inc.

Vendor Address 4220 Old Hwy 99 S., Mount Vernon, WA 98273

Delivering Dealer Washington Tractor Inc.

Delivering Dealer Address 4220 Old Hwy 99 So.  
Mount Vernon, WA 98273

Vendor Contact Ryan Ostrom Phone 360-202-2800 Email [rostrom@washingtontractor.com](mailto:rostrom@washingtontractor.com)

Ship To City of Sedro-Woolley, 409 Alexander Street, Sedro-Woolley, WA 98284

Bill To City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284

City Contact Leo Jacobs Phone 360-661-6449 Email [ljacobs@ci.sedro-woolley.wa.us](mailto:ljacobs@ci.sedro-woolley.wa.us)

City Department ERR Budget (BARS) No. 501

## DESCRIPTION OF PRODUCT

Per Attached Bid Proposal (Quote Id: 12724012) dated: March 22, 2016

## COMPENSATION

QUANTITY AND UNIT PRICE – Compensation for the product will be on a Quantity and Unit Price basis, not to exceed \$ 13,994.56 includes WSST without written authorization.

### Equipment and Selling Price Summary:

Qty: 1 – Land Pride AFM4214 14' Flex Wing Towable Mower

Mowers Extended Price:	\$12,898.21
Sales Tax (8.5%):	<u>\$ 1,096.35</u>
<b>Total:</b>	<b>\$13,994.56</b>

**SCHEDULE** The Vendor shall deliver the product and services as described above:

By 40 days

In accordance with the attached schedule.

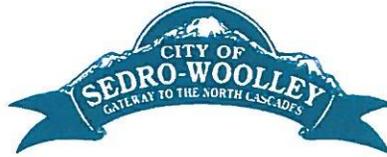
## APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiburger, PE, Director of Public Works

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Towable Mowers**

**(1 each) 14' & (1 each) 16' Pull Type, Towable Mower**

**BID PROPOSAL**

**Bids due by 2 pm, March 22, 2016**

Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email [irosario@ci.sedro-woolley.wa.us](mailto:irosario@ci.sedro-woolley.wa.us).

We, the undersigned, hereby agree to furnish the following per the specifications, F.O.B. City of Sedro Woolley: **(1 each) 14' & (1 each) 16' Pull Type, Towable Mower**

(1 each) 14' Pull Type, Towable Mower – Lump Sum:	\$ <u>12,898.21</u>
(1 each) 16' Pull Type, Towable Mower – Lump Sum:	\$ <u>14,445.88</u>
Sales Tax 8.5%:	\$ <u>2,324.25</u>
<b>TOTAL:</b>	\$ <u>29,668.34</u>

Prices include freight, all licenses, permits, fees etc. not otherwise specifically mentioned. Attach any clarifications or terms as appropriate.

**BIDDER COMPANY NAME:** Washington Tractor Inc.

**ADDRESS:** 4220 Old Hwy 99 s.  
Mt. Vernon WA 98273

**TELEPHONE:** 360-202-2800

**EMAIL:** rostrom@washingtontractor.com

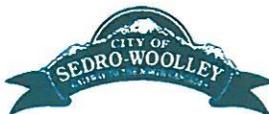
**LICENSE NO.** 27-1477463

**CONTACT:** Ryan Ostrom

**SIGNATURE:** 

Prompt Payment Discount (if applicable) NA % \_\_\_\_\_ days, net 30.

Delivery 40 calendar days from receipt of purchase order at prices quoted.



## MINIMUM SPECIFICATIONS

It is the intent of these specifications to guide Bidders in submitting competitive Bids on the following:

### (1 each) 14' & (1 each) 16' Pull Type, Towable Mower

	<u>14 foot wide</u>	<u>16 foot wide</u>
<b>Horsepower</b>	40-70 HP	40-70 HP
<b>Hitch</b>	Pull-Type, Adjustable Clevis & Safety Tow Chain (Both sizes)	
<b>Working Width (cm)</b>	14' (427)	16' 8" (508)
<b>Overall Width</b>	14' 3"	16' 10"
<b>Transport Width</b>	6' 8"	8' 10"
<b>Positive Tongue Wt - lb</b>	540	580
<b>Weight - lb (kg) (w/15" tires)</b>	3000 (1361)	3315 (1504)
<b>Cutting Height</b>	3/4" - 5-1/4" in 1/4" incr.	(Both sizes)
<b>Wing Cylinders</b>	2-1/2" x 12"	(Both sizes)
<b>Rear Deck Cylinder</b>	2-1/2" x 8"	(Both sizes)
<b>Gearbox</b>	540 RPM, 3 Wing, 1 Splitter	(Both sizes)
<b>Decks: 3 each</b>	60"	72"
<b>Deck Thickness</b>	3/16"	3/16"
<b>Deck Overlap</b>	6"	8"
<b>Deck Spindle Housing</b>	Cast Iron Greaseable Hubs	(Both sizes)
<b>Blade Size</b>	5/16" x 2-1/2" x 20-29/32"	5/16" x 2-1/2" x 25"
<b>Blade Overlap</b>	1-1/4"	(Both sizes)
<b>Blade Tip Speed</b>	18,396 fpm	18,340 fpm
<b>Blade Bearings</b>	Greaseable Ball Bearings	(Both sizes)
<b>Blade Spindles</b>	1-3/8" Stressproof® Shaft (	(Both sizes)
<b>Blade Spindle RPM</b>	3,362 RPM	2,802 RPM
<b>Drive Train</b>	540 RPM B-section V Belt	(Both sizes)
<b>Discharge</b>	Rear	(Both sizes)
<b>Deck Tires -</b>	<b>10 total</b> 15 x 6.6 Air Tire, Sealant or 18 x 9.5 Air Tire, Sealant	
<b>Deck Wheel Spindles</b>	1-1/4" w/Nylon Bushings	(Both sizes)
<b>Transport Tires and Bearing</b>	23 x 10.5, Sealant Tapered Bearings	(Both sizes)
<b>Anti-Scalp Roller</b>	Front Center and Outside Deck Corners	(Both sizes)
<b>Input Driveline</b>	Cat. 4 CV	(Both sizes)
<b>Deck Driveline</b>	Cat. 2 w/ or w/o Slip-Clutch	(Both sizes)
<b>Mowing capacity @2mph</b>	3.39 Acres/hr	4.0 Acres/hr
<b>Mowing capacity @4mph</b>	6.78 Acres/hr	8.1 Acres/hr
<b>Mowing capacity @6mph</b>	10.17 Acres/hr	12.1 Acres/hr
<b>Flex-Wings</b>	23° L-R, 22° F-B	(Both sizes)
<b>Flex Center</b>	10° L-R, 22° F-B	(Both sizes)

The City of Sedro-Woolley (City) may choose to award none, one or both mowers to one Vendor for the year of 2016. Additionally, the City may elect to award to multiple vendors as best suits the needs of the City. The selection may be based upon criteria other than lowest price, such as, maintenance costs, compatibility with existing equipment, financial ability of the Vendor to support equipment of this size, experience of the Vendor in supplying this type of equipment and location of factory authorized service dealer or distributor.

Minor deviations from these specifications may be considered, provided the manufacturer or dealer submits, in writing, a description in detail of each variation with reference made to each item to which the variation will apply. These variations must be submitted with and made a part of this Bid. Without any

statement of deviation, the City will assume that the specifications will be met as written and the Bidder must comply as such.

This equipment is described with a combination of integral or integrated design and construction in sufficient detail to secure Bids on comparable equipment. All parts not specifically mentioned which are necessary shall be included in the Bid.

The units shall be complete with all standard equipment as advertised and include all additional equipment and accessories included in City specifications. The unit bid shall not be of a make or model, which has been or is foreseen in the near future to be a discontinued model of a company that regularly manufactures such equipment. If so desired, the City reserves the right to require any or all Bidders to verify, in writing, that the units Bid are not a manufacturer's discontinued or brand new models. New models and prototypes, experimental or one of a kind models, are not acceptable.

Products must have been in full production for a minimum of two (2) years.

The selling dealer shall be able to provide parts and service facilities to service the equipment and all its components and assure their performance. In order to provide on-location service at a reasonable fee in Sedro-Woolley, Washington, the Bidders are to be established dealers located in the State of Washington. Replacement parts must be delivered to the Solid Waste Division within 10 working days (Monday through Friday) of placement of order.

The City reserves the right to reject any Bid that does not meet the specifications as written, does not meet or exceed SAE standards, does not include the equipment called for in the specifications and/or the dealer does not have the parts and services.

Delivery will be accepted by the City of Sedro Woolley, FOB City Shop Complex, 315 Sterling Street, Sedro Woolley, Washington, 98284, between the hours of 6:00 a.m. and 2:30 p.m. Monday through Friday.

The items to be provided at the time of delivery are as follows:

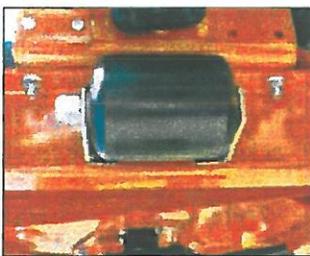
1. "Signed Price Invoice"
2. Pre-Delivery Inspection Report
3. Warranty Books
4. Parts, Service and Operator's Manuals (as per specifications)

## Get the results you deserve!

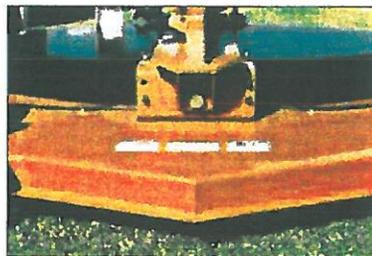
The AFM is perfect for golf course maintenance, large estates, city recreation areas and sports fields. Sleek enough to get under trees and agile enough to turn on a dime, the AFM Series is just right for all around maintenance. And the quality of cut is the best feature of all.



- Wings automatically lock for safe transport, release with pull rope or optional hydraulics
- Single B-section belt per deck with spring-loaded belt tensioner
- Rear discharge without chains. Chains collect moist grass and drop it in unsightly clumps
- Wing decks discharge clippings away from the rear deck
- Wing deck rear wheels are non-castering; helps hold mower on slopes
- Single beam hitch and generous deck overlap virtually eliminate skipping in "zero-turn" situations



Anti-scalp rollers on nose and trailing edges of decks protect the deck as well as the turf.



Low deck pivot allows for greater side to side flotation on the wing decks.



Over center release easily takes tension off the drive belts during extended off time, or for belt replacement.



Optional Hydraulic Wing Unlock allows user to unlock the wings from the tractor seat.

	AFM4214	AFM4216
Horsepower	40-70 HP	
Hitch	Pull-Type, Adjustable Clevis & Safety Tow Chain	
Working Width (cm)	14' (427)	16' 8" (508)
Overall Width	14' 3"	16' 10"
Transport Width	6' 8"	8' 10"
Positive Tongue Wt - lb	540	580
Weight - lb (kg) (w/15" tires)	3000 (1361)	3315 (1504)
Cutting Height	3/4" - 5-1/4" in 1/4" incr.	
Wing Cylinders	2-1/2" x 12"	
Rear Deck Cylinder	2-1/2" x 8"	
Gearbox	540 RPM, 3 Wing, 1 Splitter	
Decks: 3 each	60"	72"
Deck Thickness	3/16"	
Deck Overlap	6"	8"
Deck Spindle Housing	Cast Iron Greaseable Hubs	
Blade Size	5/16" x 2-1/2" x 20-29/32"	5/16" x 2-1/2" x 25"
Blade Overlap	1-1/4"	
Blade Tip Speed	18,396 fpm	18,340 fpm
Blade Bearings	Greaseable Ball Bearings	
Blade Spindles	1-3/8" Stressproof® Shaft	
Blade Spindle RPM	3,362 RPM	2,802 RPM
Drive Train	540 RPM B-section V Belt	
Discharge	Rear	
Deck Tires - 10 total	15 x 6.6 Air Tire, Sealant or 18 x 9.5 Air Tire, Sealant	
Deck Wheel Spindles	1-1/4" w/Nylon Bushings	
Transport Tires and Bearing	23 x 10.5, Sealant Tapered Bearings	
Anti-Scalp Roller	Front Center and Outside Deck Corners	
Input Driveline	Cat. 4 CV	
Deck Driveline	Cat. 2 w/ or w/o Slip-Clutch	
Mowing capacity @2mph	3.39 Acres/hr	4.0 Acres/hr
@4mph	6.78 Acres/hr	8.1 Acres/hr
@6mph	10.17 Acres/hr	12.1 Acres/hr
Flex-Wings	23° L-R, 22° F-B	
Flex Center	10° L-R, 22° F-B	

See dealer for complete warranty information.

Color Options:

**5 YEAR**  
Limited Lifetime  
Warranty



Quote Id: 12724012

---

Prepared For:  
**City Of Sedro Woolley**



Prepared By: **Ryan Ostrom**

Washington Tractor, Inc.  
4220 Old Highway 99 So  
Mount Vernon, WA 98273

Tel: 360-424-7995

Fax: 360-424-0403

Email: [rostrom@washingtontractor.com](mailto:rostrom@washingtontractor.com)

Date: 01 February 2016

Offer Expires: 01 March 2016

---

**Quote Summary**

**Prepared For:**

City Of Sedro Woolley  
 405 Alexander St  
 Sedro Woolley, WA 98284  
 Business: 206-855-1661

**Prepared By:**

Ryan Ostrom  
 Washington Tractor, Inc.  
 4220 Old Highway 99 So  
 Mount Vernon, WA 98273  
 Phone: 360-424-7995  
 rostrom@washingtontractor.com

**Includes:**

1. "Signed Price Invoice"
2. Pre-Delivery Inspection Report
3. Warranty Books
4. Parts, Service and Operator's Manuals (as per specifications)

**Quote Id:** 12724012  
**Created On:** 01 February 2016  
**Last Modified On:** 15 March 2016  
**Expiration Date:** 01 March 2016

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
LANDPRIDE AFM4214	\$ 12,898.21 X	1 =	\$ 12,898.21
LANDPRIDE AFM4216	\$ 14,445.88 X	1 =	\$ 14,445.88
<b>Equipment Total</b>			<b>\$ 27,344.09</b>

**Quote Summary**

Equipment Total	\$ 27,344.09
SubTotal	\$ 27,344.09
Sales Tax - (8.50%)	\$ 2,324.25
Total	\$ 29,668.34
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 29,668.34</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

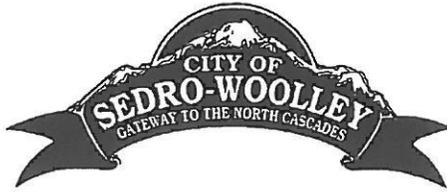


Quote Id: 12724012

Customer: CITY OF SEDRO WOOLLEY

LANDPRIDE AFM4214				
Hours: 0				
Stock Number:				
				<b>Selling Price</b>
				\$ 12,898.21
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
IMP	14' FLEXWING MOWER	1	\$ 17,668.00	\$ 17,668.00
<b>Other Charges</b>				
	Setup	1	\$ 200.00	\$ 200.00
	<b>Other Charges Total</b>			<b>\$ 200.00</b>
	<b>Suggested Price</b>			<b>\$ 17,868.00</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -4,969.79</b>	<b>\$ -4,969.79</b>
<b>Total Selling Price</b>				<b>\$ 12,898.21</b>

LANDPRIDE AFM4216				
Hours: 0				
Stock Number:				
				<b>Selling Price</b>
				\$ 14,445.88
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
IMP	16'8" FLEX WING MOWER	1	\$ 19,788.00	\$ 19,788.00
<b>Other Charges</b>				
	Setup	1	\$ 200.00	\$ 200.00
	<b>Other Charges Total</b>			<b>\$ 200.00</b>
	<b>Suggested Price</b>			<b>\$ 19,988.00</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -5,542.12</b>	<b>\$ -5,542.12</b>
<b>Total Selling Price</b>				<b>\$ 14,445.88</b>



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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

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

Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Keith Wagoner  
FROM: Mark A. Freiberger, PE  
RE: **Utility Relocation Agreement – Puget Sound Energy**  
Jameson Arterial Extension to SR9 Project  
DATE: March 30, 2016 (for Council action April 13, 2016)

**ISSUE**

Should council authorize Mayor Wagoner to execute the attached Utility Relocation Agreement with Puget Sound Energy in the amount of \$22,074.44 for utility relocation work for the Jameson Arterial Extension to SR9 Project?

**BACKGROUND/DISCUSSION**

The Jameson Arterial Extension to SR9 Project requires PSE to relocate overhead facilities located within the right of way in the vicinity of Batey Street under the Franchise Agreement at their expense. There is however one service pole and transformer located on private property just south of Jameson that requires relocation in order to obtain clear zone requirements from the proposed curb & gutter for the new street alignment. Utility relocations outside of the right of way require reimbursement of the utility.

PSE has prepared the attached Utility Relocation Agreement to remove the existing pole, transformer and service, and install a replacement facility north of Jameson.

I have reviewed the proposed relocation plan and PSE's cost estimate, and have given verbal approval to proceed in order to keep the relocation work on schedule. PSE started relocation work on Monday, March 28, 2016.

**FINANCE**

The estimated cost of the work is \$22,074.44. Project funds from TIB and local match are available for the relocation work from the Construction Other portion of the project funding.

**MOTION:**

***Move to authorize Mayor Wagoner to execute the attached Utility Relocation Agreement with Puget Sound Energy in the amount of \$22,074.44 for utility relocation work for the Jameson Arterial Extension to SR9 Project.***

## Mark Freiberger

---

**From:** Major, Jane <jane.major@pse.com>  
**Sent:** Wednesday, March 30, 2016 10:08 AM  
**To:** Mark Freiberger; David Lee  
**Cc:** Schroyer, Michael P - Transmission  
**Subject:** Utility Relocation Agreement for Jameson Roundabout Reimbursable portion of Project  
**Attachments:** Relocation Agreement.doc (2).doc

Hi Mark and David,

Attached is the Utility Relocation Agreement for Jameson Roundabout Reimbursable portion of the project. Note that the reimbursable cost estimate amount has been adjusted due to adding cost to install conduit for lighting as requested. For new amount please refer to section 5 – 5.1 of agreement. Please also keep in mind that we are running this reimbursable work through our Buy America process which could affect the estimate slightly for the American made materials as well.

Please review agreement and if acceptable just let me know. I will then bring down 2 copies today for signing (one for City files and one for PSE files) and will also bring 2 copies of the work sketch attachment with the reimbursable portion clearly pointed out (the dwg was too big to email). The line crew will be finishing up the relocation work next week so the sooner we can get this done the better.

Thank you so much!  
Jane

Jane Major SR/WA  
Associate Project Manager/Public Improvement  
Puget Sound Energy

2131 Nevada St  
Bellingham, WA 98229

Cell: 360-791-2748  
Bellingham Office: 360-715-7221

[jane.major@pse.com](mailto:jane.major@pse.com)

## FACILITY RELOCATION AGREEMENT

This Agreement, dated as of March 30, 2016, is made and entered into by and between Puget Sound Energy, Inc., a Washington corporation (“PSE”), and Project Owner, the City of Sedro Woolley. PSE and the City of Sedro Woolley are sometimes referred to herein individually as a "Party" and collectively as the “Parties.”

### RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of electricity ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). The Facilities and Existing Operating Rights are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Project Owner plans to construct road improvements on Jameson Road at the intersection of Batey Road including west and east of said intersection and including installing a roundabout at the intersection of Jameson Road and SR 9, all within in the city of Sedro Woolley (“Improvements”).

C. In connection with the Improvements, the Project Owner has requested that PSE perform certain engineering design work and certain construction work relating to modification or relocation of its Facilities (the "Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission (the “WUTC”).

D. The Project Owner has provided to PSE a written plan for the Improvements (the “Improvement Plan”) which includes, among other things, (a) plans and specifications sufficient in detail, as reasonably determined by PSE, for PSE to design and perform the Relocation Work, including reasonably detailed drawings showing the planned Improvements, (b) a list of the key milestone dates for the Improvements, and (c) information concerning possible conflicts between PSE's Facilities and other utilities or facilities.

The Parties, therefore, agree as follows:

### AGREEMENT

#### Section 1. Relocation Work

**1.1 Relocation Work.** The Relocation Work is described in Exhibit B attached to this Agreement.

**1.2 Performance of Relocation Work.** Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable

efforts to perform the Relocation Work. PSE shall perform the Relocation Work in accordance with reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Project Owner or any third party, nor shall the Project Owner be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent as determined by PSE in its sole discretion; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

**1.3 Adjustments to the Relocation Work.** PSE shall notify the Project Owner in writing of any reasonably anticipated adjustments to the Relocation Work (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delays in PSE's performance of the Relocation Work caused by the Project Owner (or its agents, servants, employees, contractors, subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Relocation Work. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustments to the Relocation Schedule and/or the Relocation Cost Estimate.

**1.4 Performance by Project Owner.** In the event the Project Owner is unable to perform its obligations under Sections 2 and 3 below to PSE's reasonable satisfaction, and absent written waiver by PSE of such obligations, the Parties shall use reasonable efforts to adjust the Relocation Schedule to allow additional time for the Project Owner to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Project Owner, and the Project Owner shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 5.5. PSE's determination as to the satisfaction or waiver of any such condition under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

**1.5 Notice to Proceed with Construction Work.** At least fifteen business days prior to the date specified in the Relocation Schedule for commencement of construction for the Relocation Work, the Project Owner shall either (a) provide to PSE a written notice to proceed with such construction work, or (b) terminate this Agreement by written notice to PSE. In the event of such termination, the Project Owner shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

## **Section 2. Operating Rights.**

Unless otherwise provided for in Exhibit B, the Project Owner shall be solely responsible for any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

## **Section 3. Permits.**

The Project Owner shall be solely responsible for any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work and all rights of appeal with respect to the Permits shall have been exhausted. The Project Owner shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

## **Section 4. Materials and Ownership**

Unless specifically agreed otherwise in writing by the Parties, PSE shall provide all necessary materials, equipment and labor required to perform the Relocation Work. All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

## **Section 5. Relocation Costs**

**5.1 Estimate.** PSE's good faith estimate of the costs to perform the Relocation Work (the "Relocation Cost Estimate") is twenty-two thousand and seventy four dollars and forty four cents (\$22,074.44). The Parties agree that the Relocation Cost Estimate is an estimate only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Relocation Work.

**5.2 Costs in Excess of Estimate.** PSE shall use reasonable efforts to monitor its actual costs incurred during the performance of the Relocation Work, and in the event PSE determines that such costs are likely to exceed the Relocation Cost Estimate by more than twenty percent (20%), PSE shall so notify the Project Owner in writing. In such event PSE may, at its discretion, suspend performance of the Relocation Work and PSE shall not be obligated to continue with performance of any Relocation Work unless and until PSE receives the Project Owner's written acceptance of PSE's revised Relocation Cost Estimate and written notice to proceed with the Relocation Work. In the event PSE does not receive such acceptance and notice from the Project Owner within ten (10) working days from the date of PSE's notice, then PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Project Owner shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

**5.3 Relocation Costs.** The Project Owner shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance of the Relocation Work (the "Relocation Costs"). For purposes of this Agreement, the Relocation Costs shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the performance of the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

**5.4 Statement of Costs - Invoice.** Within one hundred and twenty (120) days of the completion of the Relocation Work, PSE shall provide the Project Owner with a statement and invoice of the actual Relocation Costs incurred by PSE. PSE shall provide, within a reasonable period after receipt of any written request from the Project Owner, such documentation and information as the Project Owner may reasonably request to verify any such invoice.

**5.5 Costs upon Termination of Agreement.** In the event either Party terminates this Agreement, the Project Owner shall promptly pay PSE, the following:

(a) all costs and expenses incurred by PSE in connection with the Relocation Work (including, without limitation, all Relocation Costs incurred through the date of termination and such additional costs as PSE may incur in connection with its suspension or curtailment of the Relocation Work and the orderly termination of the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

**5.6 Payment.** The Project Owner shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE payment for the full amount of the invoice.

## **Section 6. Indemnification**

**6.1 Indemnification.** The Project Owner releases and shall defend, indemnify and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Project Owner in its performance under this Agreement. PSE releases and shall defend, indemnify and hold harmless the Project Owner from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

**6.2 Title 51 Waiver.** Solely for purposes of enforcing the indemnification obligations of a Party under this Section 6, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 6 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

## **Section 7. Disclaimers and Limitation of Liability**

**7.1 Disclaimer.** PSE makes no representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

**7.2 Limitation of Liability.** In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Relocation Work or this Agreement.

## **Section 8. Miscellaneous**

**8.1 Tariffs Control.** This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

**8.2 Survival.** Sections 2, and 4 through 8 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and

following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

**8.3 Waiver.** The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

**8.4 Entire Agreement.** This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

**8.5 Force Majeure.** In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

**8.6 Enforceability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**8.7 Notice.** Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

**8.8 Governing Law.** This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

In witness whereof, the Parties have executed this Agreement as of the date set forth above.

PSE:

Project Owner:

**Puget Sound Energy, Inc.**

**City of Sedro Woolley**

By \_\_\_\_\_  
Its Public Improvement Project Manager

By \_\_\_\_\_  
Its Mayor

Address: 2131 Nevada St.  
Bellingham WA 98229

Address: 325 Metcalf St.  
Sedro Woolley WA 98284

Attn: Jane Major

Attn: Mark Freiburger

Date:

Date:

PSE Project Order # 101096510

## **EXHIBIT A**

### **FACILITIES AND OPERATING RIGHTS**

The existing PSE electrical facilities in the vicinity of the Requesting Party's Jameson Roundabout Project pursuant to valid franchise rights granted under applicable Sedro Woolley City ordinance no. 1119 and managed by the City of Sedro Woolley

**EXHIBIT B**

**EXHIBIT B**

**RELOCATION WORK**

Relocation of 1(one) PSE Distribution Pole, including its anchor and attached transformer and removal and/or transferring of PSE primary and secondary lines associated with said pole to accommodate the City of Sedro Woolley Jameson Roundabout Project.

No addition PSE operating rights are required in order to perform this relocation work.

Construction of the PSE Electrical facility relocation will occur on a schedule coordinated in conjunction with the City of Sedro Woolley construction slated to begin in May 2016.

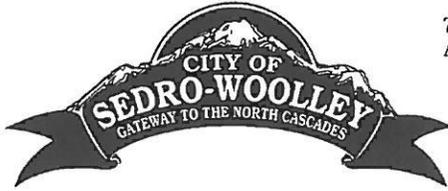
See attached project plan which includes further project scope and details.

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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

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



Mark A. Freiberger, PE  
Director of Public Works

---

MEMO TO: City Council and Mayor Keith Wagoner

FROM: Mark A. Freiberger, PE

RE: **Possible Sole Source Resolution for Wastewater Treatment Plant Rotor #4 Replacement Parts** - Rotor Replacement Parts-Evoqua Water Technologies, LLC  
Purchase Order 2016-PO-13

DATE: April 6, 2016 (for Council review April 13, 2016)

**ISSUE**

Should council move to approve Resolution \_\_\_\_\_ authorizing Mark Freiberger, Public Works Director, to issue the attached Purchase Order 2016-PO-13 for Rotor Replacement Parts from Evoqua Water Technologies, LLC of Thomasville, GA in the amount of \$25,247 plus sales tax as per Quotation # 13129-R1?

**BACKGROUND/RECOMMENDATION:**

The attached bid includes replacement parts that will be installed on the rotor body recently fabricated at Sound Ocean Metal Fabricators. Once assembled, the new rotor will be installed via crane into the rotor #4 position and will complete replacement of all rotors originally installed in 1999. Per the attached letter, this equipment is proprietary with parts only being available for purchase from Evoqua Water Technologies.

Funding for the attached purchase will come from the 401 Sewer Fund, BARS #535.50.48.050, Maintenance of General Equipment.

**MOTION**

***Approve Resolution \_\_\_\_\_ authorizing Mark Freiberger, Public Works Director, to issue the attached Purchase Order 2016-PO-13 for Rotor Replacement Parts from Evoqua Water Technologies, LLC of Thomasville, GA in the amount of \$25,247 plus sales tax as per Quotation # 13129-R1.***

## Resolution No. \_\_\_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF REPLACEMENT PARTS FOR ROTOR BODY #4, MANUFACTURED BY EVOQUA WATER TECHNOLOGIES, LLC, FOR THE PURPOSE OF REPLACING WORN EQUIPMENT AT THE WASTEWATER TREATMENT PLANT.**

**WHEREAS**, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

**WHEREAS**, the Sedro-Woolley Wastewater Treatment Department has requested that the City Council authorize the purchase of replacement parts manufactured by Evoqua Water Technologies, to replace worn equipment for Oxidation Ditch Rotor Body #4 at the Wastewater Treatment Plant; and

**WHEREAS**, the existing Rotor Body #4, including parts manufactured by Evoqua Water Technologies, as installed in the Oxidation Ditch at the Wastewater Treatment Plant, is worn and requires replacement, and

**WHEREAS**, there is only one source of supply for the replacement parts for this equipment, from Evoqua Water Technologies of Thomasville, Georgia; and

**WHEREAS**, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the Evoqua Water Technologies, LLC replacement equipment is clearly and legitimately limited to a single source of supply and that the sole source of supply is Evoqua Water Technologies, LLC of Thomasville, Georgia.

**Section 2.** Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Wastewater Department is authorized to purchase the Rotor Body #4 replacement parts manufactured by Evoqua Water Technologies.

**Section 3.** This resolution shall take effect immediately upon passage.

RESOLVED this 13th day of April, 2016 and signed in authentication of its passage this 14th day of April, 2016

\_\_\_\_\_  
MAYOR

ATTEST:

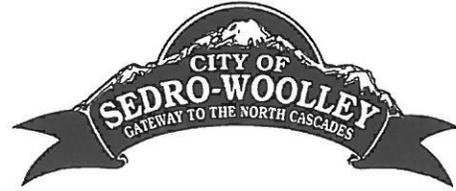
\_\_\_\_\_  
FINANCE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**City of Sedro-Woolley**

325 Metcalf Street  
 Sedro-Woolley, WA 98284  
 Phone (360) 855-0771 Fax (360) 855-0707



The following number must appear on all related correspondence, shipping papers, and invoices:

**P.O. NUMBER: 2016-PO-13**

**PURCHASE ORDER**

**VENDOR:**

Evoqua Water Technologies LLC  
 Fergus Robinson  
 1828 Metcalf Avenue  
 Thomasville, GA 31792  
 Tel: 229-227-8705  
 Fax: 229-228-0312

**SHIP TO:**

Debbie Allen  
 City of Sedro-Woolley  
 401 Alexander Street  
 Sedro-Woolley, WA 98284  
 Tel: (360) 661-6448  
 Fax: (360) 856-5269

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
4/14/2016	Debbie Allen			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
480	Each	Rotor Blades Stainless Steel	30.00	\$14,400.00
1	Each	Inboard Shaft #5300-5301-59	4,200.00	\$4,200.00
1	Each	Outboard Shaft #5300-5302-14	3,900.00	\$3,900.00
2	Each	End Shield #5300-6880-01	1,100.00	\$1,100.00
12	Each	Angle End Shield #5300-5036-09	672.00	\$672.00
		<b>Quote Number: 13129-R1 (Attached for Reference) – Evoqua Water Tech</b>		
			SUBTOTAL	\$24,272.00
			DISCOUNT	0.00
			SHIPPING & HANDLING	\$975.00
			SALES TAX 8.5%	\$2146.00
			OTHER	N/A
			<b>TOTAL</b>	<b>\$27,393.00</b>

- Please send two copies of your invoice. 535.50.48.050.401      \$27,393.00
- Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Please notify us immediately if you are unable to ship as specified.
- Send all correspondence to:

**Accounts Payable**  
**City of Sedro-Woolley**  
**325 Metcalf Street**  
**Sedro-Woolley, WA 98284**  
**Phone (360) 855-1661 Fax (360) 855-0707**

Authorized by \_\_\_\_\_ Date \_\_\_\_\_



**eVOQUA**  
WATER TECHNOLOGIES

Evoqua Water Technologies LLC  
1828 Metcalf Avenue

Quote # 13129-R1

Thomasville, GA 31792

Validity: 30 days

Date: 3/3/2016

**Sales Quote**

Freight PPD & Add

To: Debbie Allen/ City of Sedro-Woolley, WA

Returns: There is a 25% restocking fee  
on all returned parts.

Phone: 360-856-1100

Fax: 360-856-5269

From: Fergus Robinson

email:

Replacement parts for Evoqua

Evoqua Water Technologies LLC is pleased to offer the following quotation for your consideration

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
1	480		Rotor Blades Stainless Steel	\$30.00	EA	\$14,400.00	5-6 Weeks
2	1		Inboard Shaft #5300-5301-59	\$4,200.00	EA	\$4,200.00	
3	1		Outboard Shaft# 5300--5302-14	\$3,900.00	EA	\$3,900.00	
4	2		End Shield #5300-6880-01	\$550.00	EA	\$1,100.00	
5	12		Angle End Shield #5300-5036-09	\$56.00	EA	\$672.00	
			Freight			\$975.00	
				Total Sale Price		\$25,247.00	

Please Direct Questions or Comments to:

Evoqua Water Tech LLC. Aftermarket Sales: Fergus Robinson

Phone: (229) 227-8705

Fax: (229) 228-0312

Email [Fergus.Robinson@evoqua.com](mailto:Fergus.Robinson@evoqua.com)

We now accept Visa, Mastercard, & American Express for your convenience

THIS TRANSMISSION CONTAINS CONFIDENTIAL INFORMATION INTENDED FOR USE ONLY BY THE ABOVE NAMED RECIPIENT. READING, DISCUSSING, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE NAMED RECIPIENT OR HIS OR HER EMPLOYEES OR AGENTS. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE US POSTAL SERVICE.

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

**NOTE: Any order resulting from this quote is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.**

Accepted by Buyer:

Acknowledged by Seller: Evoqua Water Technologies, LLC

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR NOTE: This Quote by Evoqua Water Technologies LLC (Evoqua) is further contingent upon such things as: (i) resolution of mutually acceptable payment terms; (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review; and (iii) written agreement specifically acknowledging acceptance of terms and conditions mutually agreed upon by parties.**



**eVOQUA**

WATER TECHNOLOGIES

March 16, 2016

Debbie Allen  
City of Sedro-Woolley, WWTP  
Sedro-Woolley, WA

ATTN: Debbie Allen

RE: Components for 5300 Mammoth Rotor

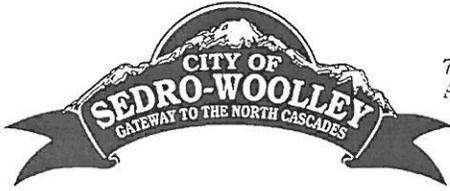
This letter is to confirm that the 5300 Mammoth Rotor is a proprietary item for Evoqua Water Technologies LLC. We are the O.E.M. for the Stainless Steel Rotor Blades, Inboard Shaft, Outboard Shaft, End Shield, & Angle End Shield used on this equipment. If you have any questions, please feel free to give me a call.

Sincerely,

Fergus Robinson  
Aftermarket Sales

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016



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

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

Eron M. Berg  
City Supervisor/Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Interlocal for possible drainage projects  
FOR MEETING: April 13, 2016

ISSUE: Should the Council approve the attached interlocal agreement between Skagit County and the city for possible shared funding for drainage projects?

BACKGROUND: Sedro-Woolley and Skagit County are parties to an agreement regarding the annexation of the northeast addition to the city, including Carter, Caulkin, Wedmore, McGarigle, and Fruitdale streets. In that annexation agreement, Skagit County agreed to assist the city with funding for Fruitdale and McGarigle Roads (funded and complete) as well as funding for drainage improvements on Carter, Wedmore and Caulkin. The annexation agreement expired at the end of 2014, shortly after the city asked the county to fund additional drainage improvements. The county provided the attached interlocal agreement which will allow for the possible funding of up to \$100,000 in drainage improvements on those streets.

POSSIBLE MOTION: Motion to approve the attached interlocal agreement with Skagit County and authorize the mayor to sign the agreement.



# SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625  
(360) 416-1400 FAX (360) 336-9478

September 16, 2015

Mr. Eron M. Berg, City Supervisor/City Attorney  
Mr. Mark A. Freiberger, Director of Public Works  
City of Sedro-Woolley  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Re: Recent Discussion Regarding Annexation Interlocal Agreement

Dear Mr. Berg and Mr. Freiberger:

This letter further responds to our positive and productive meeting on April 10, 2015, in which we discussed the preparation of a new interlocal agreement to help facilitate further discussion of possible cooperation between the County and the City regarding future drainage work in the vicinity of Carter Road, Caulkins Place, and Wedmore Place.

In this regard, please see the enclosed proposed draft interlocal agreement. If this meets with the City's approval, please return an executed original copy to my attention so that it may be presented to the Board of Commissioners for consideration.

As we discussed, the enclosed new interlocal also formally acknowledges the termination and satisfaction of the previous expired annexation interlocal agreement.

We look forward continuing to work with you on this important matter, and I look forward to hearing from you soon.

Sincerely,

Dan Berentson  
Public Works Director

Encls.

Cc: Lisa Janicki, Skagit County Commissioner (District 3)  
Kenneth A. Dahlstedt, Skagit County Commissioner (District 2)  
Ron Wesen, Skagit County Commissioner (District 1)  
Tim Holloran, County Administrator  
Paul A. Randall-Grutter, P.E., County Engineer  
Melinda Miller, Chief Civil Deputy  
Stephen R. Fallquist, Civil Deputy Prosecuting Attorney

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, STE. 100  
MOUNT VERNON, WA 98273

## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

CITY OF SEDRO-WOOLLEY

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the parties previously entered into an interlocal agreement dated December 13, 2004 (Skagit County Contract # C20040498) concerning the annexation of certain property into the City limits and matters related thereto (herein the "Annexation Interlocal"); and

WHEREAS, the Annexation Interlocal expired by its own terms on December 13, 2014, and the parties hereby fully recognize and agree that both the County and the City have fully satisfied each party's respective duties and obligations pursuant to the terms Annexation Interlocal; and

WHEREAS, although the Annexation Interlocal has expired, and although the parties have fully satisfied the terms of the Annexation Interlocal, the parties still desire to create a framework for potential cooperation by and between the parties for additional drainage work at and in the vicinity of Carter Road, Wedmore Place, and Caulkins Place (as described pursuant to Section 1., below).

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein, THE PARTIES HERETO DO HEREBY AGREE as follows:

1. **PURPOSE:** The County and City shall work together and cooperate in good faith to potentially design and develop additional drainage facilities (to be constructed, owned, and operated by the City) at and in the vicinity of Carter Road, Wedmore Place, and Caulkins Place (herein the "Project"). The parties mutually agree that the local Skagit County community may be benefited by the possible future design and development of the Project, pursuant to the terms of this Agreement. But for the mutual recognition by the parties that the Annexation

Interlocal (defined above) has expired by its own terms, and the mutual recognition by the parties that both parties have fully satisfied their respective duties and obligations concerning the Annexation Interlocal, the parties would not have entered into this Agreement. The parties agree that the mutual benefit provided by the terms of this Agreement are adequate consideration for this Agreement.

2. RESPONSIBILITIES: The parties to this Agreement mutually agree as follows:

2.1 The County shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.1.1 Subsequent to the mutual execution of this Agreement, the County shall engage the City in ongoing good faith discussions and negotiations regarding possible contributions that may be made by the County to the City for the possible design and construction of the potential drainage Project (as described in Section 1.).

2.1.2 The County is not otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

2.2 The City shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.2.1 Subsequent to the mutual execution of this Agreement, the City shall engage the County in ongoing good faith discussions and negotiations regarding possible contributions that may be made by the City to the County for the possible design and construction of the potential drainage Project (as described in Section 1.).

2.2.2 The City is not otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

3. TERM OF AGREEMENT: This Agreement shall commence upon the date of mutual execution, and shall continue for a period of five (5) years, unless this Agreement is sooner terminated pursuant to the terms of this Agreement.

4. MANNER OF FINANCING: Unless this Agreement is subsequently duly amended (pursuant to the terms of Section 10.) to provide for potential project funding, no funds will be provided by the County to the City (or by the City to the County) pursuant to the terms of this Agreement. As described per the terms of Section 1. (above), the initial purpose of this Agreement is solely to provide a framework for discussions and negotiations by and between the parties regarding the potential future design and development of the Project. In the event that this Agreement is subsequently amended by duly executed written agreement of the parties to allow for potential Project funding to be provided by the County to the City, any such funding shall be paid from the County Drainage utility in a total amount not to exceed One Hundred Thousand dollars (\$100,000).

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the

event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the County Public Works Director, or his designee.

5.2 City's representative shall be the City Public Works Director, or his designee.

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

7. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively held or used pursuant to this Agreement. Upon completion of any potential future Project, the City shall be and remain solely and separately liable and responsible for the use, maintenance, repair, replacement, and operation of any potential future Project drainage facilities (and for any other City facilities or infrastructure at or in the vicinity of the Project).

8. **TERMINATION:** Either party hereto may terminate this Agreement upon providing thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

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

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

12. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

13. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, property owners, tenants, and/or residents located at or in the vicinity of the Project, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

14. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the City and the County, and no partnership and/or joint venture is created by and between the City and the County by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

15. **ASSIGNMENT AND SUBCONTRACTING:** Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted by either party to any other individual, firm, company, and/or other entity without the express and prior written approval of the other party.

16. **COMPLIANCE WITH LAWS, PERMITS, & GRANTS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works (including, but not necessarily limited to RCW 39.12). If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services (including, but not necessarily limited to RCW 39.80). If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement, and individually each party shall be solely and separately responsible and liable for compliance with all terms and conditions of any permit(s) and/or grant(s) obtained or procured in such party's name.

17. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

18. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

19. CAPTIONS & COUNTERPARTS: The captions in this agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

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

CITY OF SEDRO-WOOLLEY:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mike Anderson, Mayor

Attest:

\_\_\_\_\_  
Patsy Nelson, Finance Director

Approved as to Form:

\_\_\_\_\_  
Eron Berg, City Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

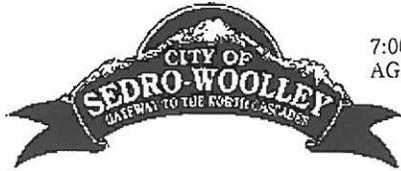
Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

INTERLOCAL AGREEMENT  
Page 6

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016



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

CITY OF SEDRO-WOOLLEY

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

Mark A. Freiberger, PE  
Director of Public Works

MEMO TO: City Council and Mayor Anderson  
FROM: Mark A. Freiberger, PE  
RE: **Possible Contract Award  
Contract 2016-PW-01, Jameson Arterial Extension to SR9 Project  
SRV Construction, Inc.**  
DATE: April 7, 2016 (for Council action April 13, 2016)

**ISSUE:**

Shall council move to approve Resolution \_\_\_\_\_-16 awarding the Jameson Arterial Extension Project contract 2016-PW-01 to SRV Construction, Inc., of Oak Harbor, WA, for the Base Bid and Schedule A, in the amount of \$1,883,882.00 (including sales tax), subject to concurrence from the Washington State Department of Transportation and the Transportation Improvement Board?

**BACKGROUND/ DISCUSSION:**

Bids closed on April 6, 2016 with seven bids received. The bid tabulation is attached. The low bid was from SRV Construction, Inc. of Oak Harbor, WA with a total bid of \$1,883,882.00 for the Base Bid and Schedule A. The low bid was 4.0% under the \$1,962,055.00 engineer's estimate for this project. The second bid was 0.8% higher than the low bid. All seven bids fell within a range of 6.7%. The basis for award was the total of the Base Bid plus Schedule A.

SRV is well known to city staff, having completed several recent projects satisfactorily. They are well staffed, and well managed. Staff checked several references with other agencies for projects of similar size and scope performed recently by SRV. Responses were generally in conformity with staff experience. The proposed superintendent for the project is a well-respected construction professional.

The project includes federal funding, which brought the requirement for an 18% mandatory Disadvantaged Business Enterprise goal. SRV's bid includes DBE participation of 19.8%, exceeding the goal.

We plan to expedite award and execution of the contract in order to maximize the construction window for this 120 working day project. Assuming council approval on April 13, and concurrence to award by that date, the contract work should start during the third week of May 2016, with all work to be completed by mid-November 2016.

Design work for this contract was performed by Lochner. Construction management will be performed by the Public Works Department, with the Director acting as Project Manager and Bob Pyritz as Construction Manager. Wally Hoyt will provide construction inspection and support. Lochner will be retained to provide engineering support, including record drawings. We are contracting separately for construction surveying and materials testing. Selection of these two firms is in progress.

**FINANCIAL:**

**Base Bid – TIB Funded Street Project**

**Revenue:**

TIB Urban Arterial Program Funds Base Bid plus Schedule A	\$1,724,974
Federal STPUS funds - Schedule A	\$ 656,750
Sedro Woolley School District - Schedule B	\$ 6,000
Account 104 Transportation Benefit District funds	\$ 55,507 (see notes below)
<b>TOTAL REVENUE</b>	<b>\$2,443,231</b>

**Estimated Cost:**

Construction Contract – SRV	\$1,883,882
Construction Other – PSE Intolight, PSE	\$ 160,000
Lochner – Engineering Support	\$ 20,000
Surveying – award pending	\$ 39,000
Testing - award pending	\$ 19,000
City Staff Construction Management & Inspection	\$ 211,520
<b>TOTAL BASE BID PLUS SCH A EXPENDITURES</b>	<b>\$2,333,402</b>

**ANALYSIS:**

The Jameson Arterial Extension to SR 9 Project estimated construction phase cost is shown above. The design work cost is still in flux, but we are currently estimating that we will be under the estimated budget of \$317,316. Any remaining federal funds will be available for the construction phase if needed.

TIB funds will fund the largest part of the project. The Award funds authorization will be submitted to TIB in the next few days. We anticipate that the award amount will decrease slightly to reflect the actual bid amount.

The estimated city match for the construction phase is \$55,507. The local match will be made up of salaries totaling \$44,957 and \$10,550 in cash, proposed from the Transportation Benefit District. The TBD Annual Report presented on January 13, 2016 proposed \$11,992 for this project in 2016 for this purpose.

There are sufficient funds available as noted above to award the project.

A budget amendment will be required to confirm the funding for the project; this will be brought to council at a subsequent meeting.

**RECOMMENDATION:**

The low bid has been checked for accuracy and found to be complete and acceptable. The low bidder is a well known area contractor and has the capacity and the experience to complete the work. Staff recommends award of the contract to SRV Construction Inc. of Oak Harbor, WA.

**MOTION:**

***Move to approve Resolution \_\_\_\_\_ awarding the Jameson Arterial Extension Project contract 2016-PW-01 to SRV Construction, Inc., of Oak Harbor, WA, for the Base Bid and Schedule A, in the amount of \$1,883,882.00 (including sales tax), subject to concurrence to award from the Washington State Department of Transportation and the Transportation Improvement Board.***

**RESOLUTION NO. \_\_\_-16**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,  
AWARDING THE JAMESON ARTERIAL EXTENSION TO SR9 PROJECT, IDENTIFYING THE  
PROJECT MANAGER, AND DELEGATING AUTHORITY TO APPROVE CHANGE ORDERS**

WHEREAS, bids were opened on April 6, 2016 and the Public Works Director reported to the City Council the apparent low bidder;

WHEREAS, the Public Works Director has recommended awarding the bid to SRV Construction, Inc. of Oak Harbor, Washington; and

WHEREAS, before the contractor mobilizes, the City Council desires to identify the project manager and delegate authority to the City's Public Works Director to authorize change orders with certain limitations; and

WHEREAS, the City's Public Works Director is the project manager for the project; and

WHEREAS, the City desires the construction of that project with a process that both includes the City Council in critical decision-making and allows for rapid decision-making when required by site conditions and project circumstances; and

**THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY DOES HEREBY  
RESOLVE AS FOLLOWS:**

**Section 1:** The bid for the Jameson Arterial Extension to SR9 Project is awarded to SRV Construction, Inc. of Oak Harbor, Washington in the amount of \$1,883,882.00 (including sales tax), and, the Mayor is authorized to enter into a contract with that contractor to construct the project.

**Section 2:** The Public Works Director is hereby authorized to enter into Change Orders with the contractor provided that the following conditions are met:

- A. Any individual Change Order does not exceed the amount of twenty five thousand Dollars (\$25,000.00).
- B. The aggregate total of all Change Orders approved under this Resolution shall not exceed the project's contingency budget.
- C. Following the approval of any Change Order under this Resolution, the Public Works Director shall provide an information report to the Council with the details.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS  
13<sup>th</sup> day of April, 2016.

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MAYOR

ATTEST:

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FINANCE DIRECTOR

APPROVED AS TO FORM:

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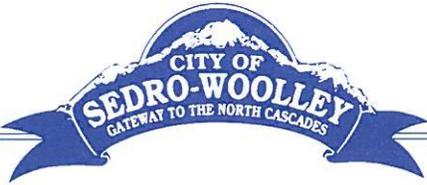
CITY ATTORNEY





APR 13 2016

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



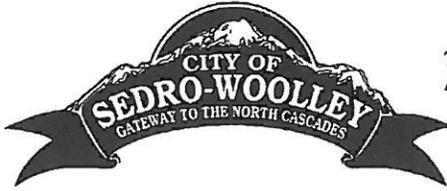
SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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



**CITY OF SEDRO-WOOLLEY**  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/Attorney

---

MEMO TO: City Council  
FROM: Eron Berg  
RE: Retreat follow-up: downtown liquor establishments  
FOR MEETING: April 13, 2016

ISSUE: Does the Council desire to reconsider business license fees for businesses, clubs or societies selling or serving alcohol and/or take any other follow up action regarding liquor establishments?

BACKGROUND: The Council discussed downtown revitalization at the retreat and specifically talked about the impact bars and liquor establishments have on the downtown business climate.

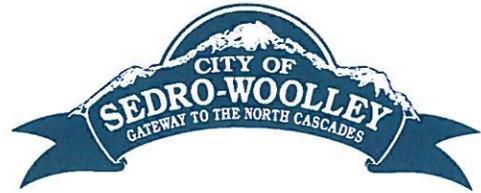
In 2001, the city council increased business license fees on bars to \$250.00:

SWMC 5.04.030 B. 1. Businesses, clubs or societies selling or serving beer, wine and/or spirits, operating under license or authority of the Washington State Liquor Control Board, an annual license fee of two hundred fifty dollars.

At the time, the recommendation was to increase the annual fee to \$1,000.00 under the theory that these types of establishments demanded more services from the city and that the cost of services exceeds tax revenue raised.

An updated review of alcohol related calls for police service downtown is attached. Detective Sorsdal looked at the time period 1-1-2015 to 3-17-2016 and included only the four downtown bars. The report does not include calls at other locations that began at the bars (i.e., broken windows at the Woolley Market). The report also breaks down the calls by time (before or after midnight). It is interesting to note that from midnight to 4:00 A.M. 6.7% of all calls are to those four addresses (in contrast to the other approximately 4,200 addresses in the city).

POSSIBLE MOTION: Please provide direction to staff.



**MEMO**

To: Eron Berg

From: Detective Heather Sorsdal

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To determine the impact of late night alcohol service on the city of Sedro-Woolley, I have compiled information on calls for service related to downtown bars.

**Methods**

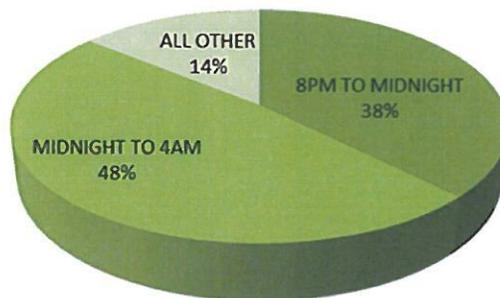
The bars considered for this report are The Overflow, G’s Castle, The Bullpen, and Old Timer’s Inn. Only Law enforcement calls related to property damage or loss, alcohol problems, or violent acts or the potential for violence have been considered. Fire and Aid responses were not tabulated.

Property complaints include thefts and malicious mischief calls. Alcohol complaints include DUIs, public indecency, and alcohol problems. Violence complaints include assaults, fights, removals, domestics, disorderly subjects, and 911 hang ups.

**Findings**

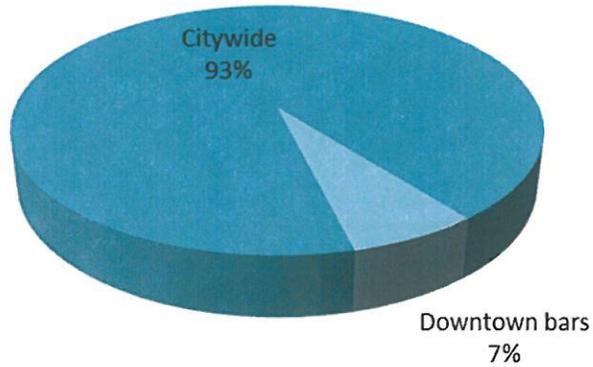
Between 1/1/15-3/17/16, Sedro-Woolley Police Department was dispatched to a total of 120 calls for service to the 4 downtown bars. 45 calls occurred between 8PM and midnight, 58 calls occurred between midnight and 4AM, and 17 calls occurred between 4AM and 8PM

**Calls for service by hour**



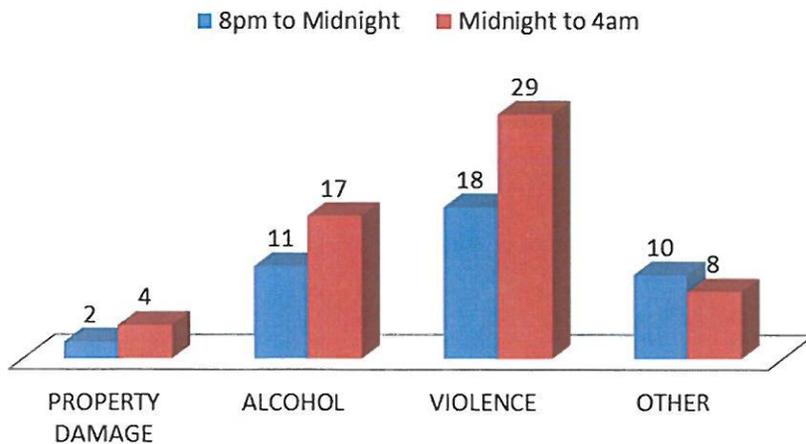
During that same time period, Sedro-Woolley officers were dispatched to a total 862 calls for service between the hours of midnight at 4AM with 58 of those calls, or 6.7%, coming only from the 4 downtown bars.

### Origin of calls for service Midnight to 4AM



Between the hours of 8PM and midnight, officers were dispatched to 2 property calls, 11 alcohol calls, 18 violence calls, and 10 other calls. Between the hours of midnight and 4AM, officers responded to 4 property calls, 17 alcohol calls, 29 violence calls, and 8 other calls.

### Nature of calls by hour



## **Limitations**

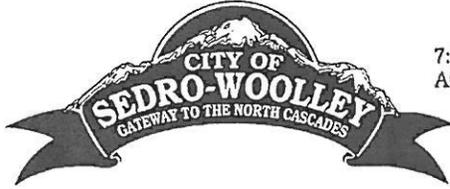
There are obvious impediments to proper representation of calls for service. Often, calls reported between the hours of 4AM and 8PM relate to incidents that occurred on a previous night, and may not accurately the actual time of the incident.

Due to the exhaustive amount of research required, this report also does not include calls where the root of the incident occurred at a downtown bar, but was reported at some other address in the city. Common examples of this would be DUI drivers who drive away from the downtown area, domestic disturbances that begin at a bar but are called in by a neighbor after the parties reach their residence, businesses who suffer property damage from patrons of a nearby bar, or calls about loud and intoxicated subjects walking home from the bar. Given those considerations, the number of calls originating from the downtown bars is likely underrepresented.

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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



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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Spray Park  
FOR MEETING ON: April 13, 2016

ISSUE: This item is an update and includes information presented to the City Council Parks Committee.

BACKGROUND: The Parks Committee of the City Council met and discussed the Memorial Park master plan and spray park addition on March 29<sup>th</sup> at Memorial Park. The committee received the report from The Otos Group regarding site selection (report attached) and reviewed very early preliminary design ideas from The Philbin Group (attached are three site plans, one current condition and two concepts). Also, attached is the master plan concept site plan from February of 2012 for background reference. The committee discussed elements of each concept and provided direction to The Philbin Group for a third draft which will be presented at the open house on April 19<sup>th</sup>.

To-date the council has authorized staff to contract with The Otos Group and The Philbin Group for the design of a spray park and grant application to the Washington State Recreation & Conservation Office. This project is one of the city council's 2016 strategic goals. Our timeline is tight and is driven by the RCO grant application deadline. The process is as follows:

Now: The Philbin Group is working on a revised concept draft, taking the committee's recommendations into account; staff is developing cost estimates; The Otos Group is completing the RCO application and working on the PowerPoint Presentation;

April 19<sup>th</sup>: Public open house to hear from the community on the draft plan; The Philbin Group will incorporate comments into a revised concept that is ready for the RCO grant technical review;

April 27<sup>th</sup>: City council review of the revised concept plan and authorization to apply to RCO for funding;

May 2<sup>nd</sup>: Application Deadline to RCO for review;

May 16-19<sup>th</sup>: RCO technical review;

July 8<sup>th</sup>: Technical completion deadline;

Aug. 8-11<sup>th</sup>: RCO presentation and evaluation;

Sept. 1<sup>st</sup>: RCO ranking;

May 1<sup>st</sup>, 2017: Certification of match;

July, 2017: Possible funding;  
Summer 2017: Final design of Memorial Park master plan;  
Fall 2017: Complete fundraising for local match;  
Spring 2018: Construction of renovated park;  
June 2018: Ribbon cutting/park reopens to the public.

The budget for this project is still in development but is likely in the range of \$400,000 to \$600,000 depending upon the scope. The spray park and associated redevelopment of the master plan without the addition of significant new surfacing is around \$400,000. Once more information is known, the council will need to narrow the scope on the project and/or develop a fundraising plan. For every dollar spent by the city or raised by the city, we have the possibility of an equal amount from RCO meaning that the city budget for this project is likely \$200,000 to \$300,000. The city portion will be funded using park impact fees, some REET dollars and community donations/in-kind work.

RECOMMENDATION: No action requested tonight; please mark your calendars for the April 19, 2016 City Works Day at Memorial Park and Memorial Park master plan open house (11:00 A.M.-2:00 P.M.).

# WATER PARK RECOMMENDATIONS

CITY OF SEDRO-WOOLLEY

**THE OTOS GROUP, LLC**

March 7, 2016  
Authored by: Larry Otos

# WATER PARK RECOMMENDATIONS

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## CITY OF SEDRO-WOOLLEY

We visited five sites within the City limits to look for the best location for a Water Park. There are several considerations when placing an attraction like this.

- Ample Parking
- Water, Sewer, Power
- Access to restrooms
- Access to a control room
- Site visibility
- Local assess (generally central location to the population)
- Surrounding structures (Neighbors, Sr. Centers, Community Centers, Nursing Homes, and Arterial Streets).
- Availability of Space
- Other site amenities.

### **SITE ONE:**

#### **METCALF PARK 2.2 Acres**

The service clubs have done a great job on adding amenities to this site of the old high school baseball field. Currently the site consist of:

- 200 foot Little League ball field with dugouts (Eric Teseric Memorial Field)
- Restrooms
- Skate park
- Half court basketball
- Open space

This site has good site visibility to the public and police department. It has adequate water, power and sewer access. Along with restrooms and other amenities.

The constraints with this site is not enough room a Water Park. Also with the park full of other activities there is limited parking. To locate it in the only open space on the site would have to be placed outside the outfield fence. This possess a risk management issue. By placing a Water Park with the possibility of home run balls hitting in the activity area is a problem. Therefore, this site is not ideal for a Water Park placement.

## **SITE TWO:**

### **RIVERFRONT PARK: 20 Acres Developed 48 Acres Undeveloped**

Riverfront Park has some great amenities for the community and camping for locals and visitors. Currently the site consist of:

- Group picnicking sites (covered/uncovered)
- Volleyball
- Ample parking
- River access (some restricted/fenced)
- Caretaker residence
- Restrooms
- 27 RV spaces (power/water hook-ups)

This site has ample open space, parking and picnicking areas that are good amenities to go along with a Water Park. Also there is a care taker to help monitor the site and handle the extra garbage that will be associated with the Water Park.

The constraints of the site are that it is at the edge of town and not centrally located. There is also a landfill that could not be excavated for the Water Park. Water, Power and Sewer are marginal. Another constraint is placing it next to a visiting RV park. This could boast well for rental spaces. However, there could be conflict between local users and tourists.

## **SITE THREE:**

### **MARKET PLACE:**

The abandoned building and large parking lot in the downtown area are centrally located. If this site was being renovated with a new library in the time frame that the Water Park would be funded and built this might be a possibility. However, since that proposal is planned for the future we didn't spend a lot of time trying to configure a Water Park in this location.

## **SITE FOUR:**

### **BINGHAM PARK: 2.6 Acres**

This site has a lot of visibility with major arterials going alongside the park. If the city wanted to show off the Water Park amenity this would be the site. Currently the site consists of:

- Group picnic shelter
- Care Taker
- Restroom (single)
- Open space
- Single picnic tables
- 5 RV camp sites

This site is a nice location for a park. As visitors come and go to the Cascades they drive by this park. It is a signature piece for the city. It offers a place for RV users to stop and hook up for a rest. The park has large trees for shade and plenty of open space which could be used for a disc golf course in the future.

The constraints of this site is that the site has very limited parking and restroom facilities are lacking. During peak times of the day the Water Park could create traffic congestion, as families are trying to get in and out of the park. Parking could interfere with the RV users (parking in and around) and again Riverfront Park could be a conflict with tourists and locals. Again, this could boost RV rentals with this amenity. The other conflict is with the trees. Shade in a Water Park creates chilly conditions even on the warmest days. Along with debris falling (leaves, needles etc.). This is difficult for maintenance with the filters and grates.

#### **SITE FIVE:**

#### **MEMORIAL PARK: 3 Acres**

Has a lot of open space and area for redevelopment. It is surrounded by a number of other community facilities and amenities. Currently the site consists of:

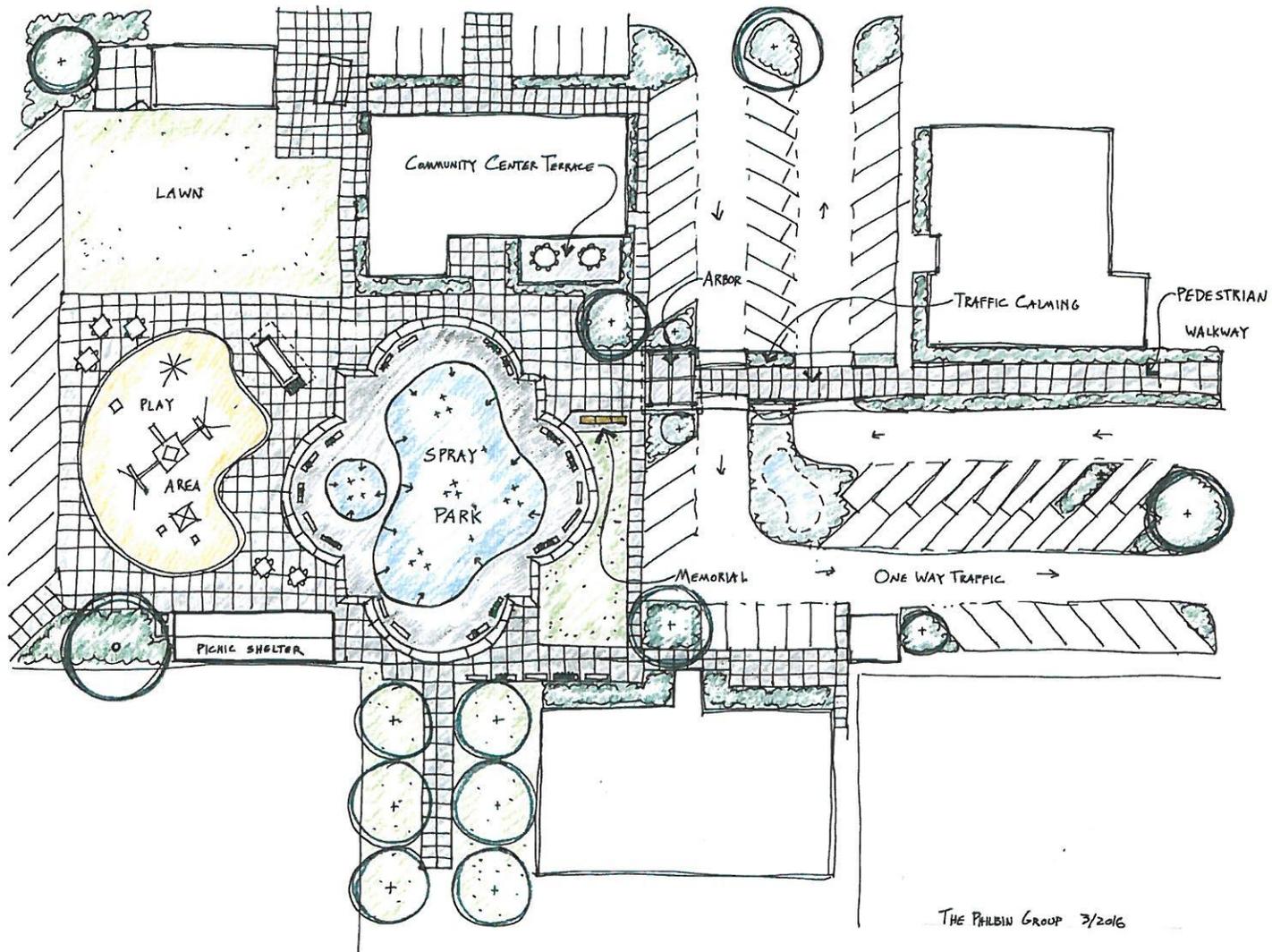
- Playground
- Restrooms
- Memorial marking
- Flag pole
- Care Taker

After looking at all the possible sites in the city this site (although this has some constraints) is the best of all the sites we visited. It is centrally located. Has men and women restroom facilities. Large Playground, open space and is in the hub of the Sr. Center, Library and Community Center. Since there are no active recreation areas (other than the playground) this site could lend itself to be a hub of activity.

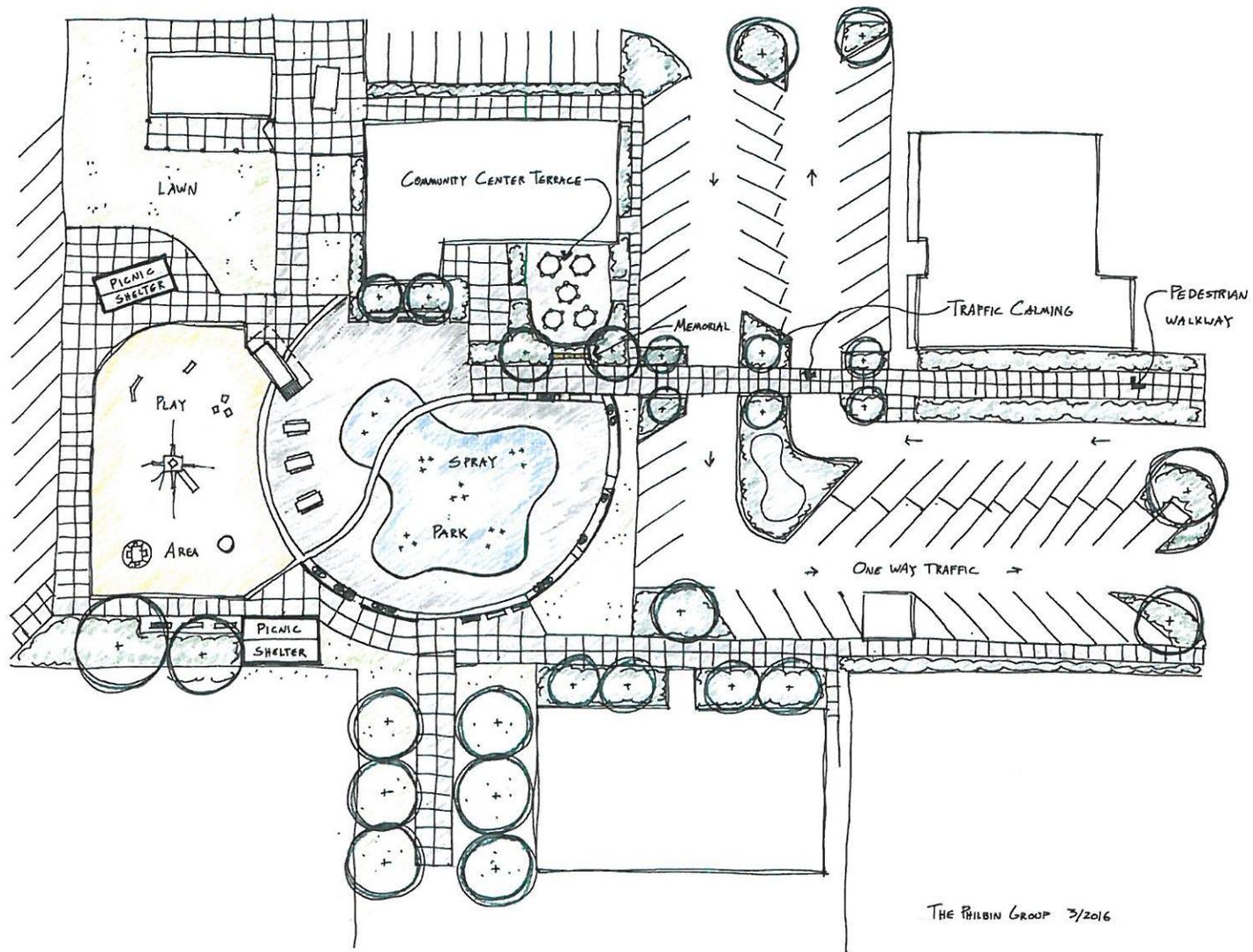
There is open space in the central area. However, the playground could be relocated and updated and the Water Park could be placed in that area or spread out between that area and the playground with an upgrade. There are existing bathrooms for men and women and an area for a control room in the pipe chase. Water, power and sewer are available with construction.

However, there are some constraints with this site. At peak times there could be a parking issues. Limited parking especially assigned parking for the Sr. Center, Community Center and Library could be compromised. There are also residences to the South and West side of the property that could be impacted by the noise of children and families playing.

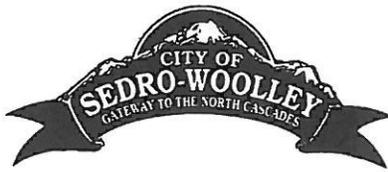




THE PHILBIN GROUP 3/2016







APR 13 2016

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

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

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## MEMO:

**To:** Sedro-Woolley City Council  
Mayor Wagoner

**From:** John Coleman, AICP  
Planning Director

**Date:** April 13, 2016

**Subject:** 2014 Comprehensive Plan Docket (1<sup>st</sup> read)

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### ISSUES

1. Should the City Council adopt the proposed updates to the *Comprehensive Plan*?
2. Should the City Council adopt the proposed updates to the *Sedro-Woolley Municipal Code* regarding fire impact fees and school impact fees associated with the 2014 *Comprehensive Plan* amendments?

### PROJECT DESCRIPTION / HISTORY

The City of Sedro-Woolley Comprehensive Plan is a guiding policy for how the city will manage and/or address issues associated with growth and development in Sedro-Woolley. The Comprehensive Plan may be updated only once per year, and all of the changes must be made at one time. The items included in this review cycle are collectively called the Docket.

Per the Washington State Growth Management Act (GMA), Sedro-Woolley is required to update the entire Comprehensive Plan by June of 2016. In order to meet this mandate, the City Council requested that the Planning Commission review and update the Capital Facilities Element as part of the 2014 Docket. (the 2015 Docket is part of a separate review that will be ready for the Council to review in April or May). The Capital Facilities Plan update was assigned file #CPA-1-14. The Planning Commission held six public meetings and two public hearings on the Capital Facilities Element update. The attached Planning Commission *Findings of Fact and Recommendation (Findings)* includes the procedural history of the Capital Facilities Element update process.

Upon completing its review of the existing Capital Facilities Plan, the Sedro-Woolley School District's updated Capital Facility Plan and hearing public testimony, the Planning Commission recommended draft amendments to the Capital Facilities Element and Chapters 15.60 and 15.64 SWMC to update fire and school impact fees amounts. Those draft amendments are found in Attachments A and B of the Planning Commission *Findings*. The new impact fee values are based on updated calculations that are found in the Capital Facilities Element. The Planning Commission did not propose the updated values, the proposed impact fee values come directly out of the formulas presented by the Fire Department and School District.

The fire impact fee is proposed at \$0.28 per square foot of structure for both new residential and new non-residential buildings. This is an increase of \$0.09 per square foot for residential structures and \$0.08 for commercial. For example, a new 2000 square foot residence currently pays a fire

impact fee of \$380; the new rate would result in a fire impact fee of \$560. The Council has the option to reduce the amount of the fire impact fee.

The School District CFP is the basis for the school impact fees collected by the city for all new residential dwelling units constructed in city limits. The School District CFP proposes that the school impact fees be lowered from \$2,649 (for lots with less than 5 units per lot) to \$1,678. The proposed school impact fee for multi-family units is reduced from \$1,398 to \$847 per unit.

## **EXHIBITS**

Exhibit 1 - Ordinance \_\_\_\_-16 to adopt amendments to the Capital Facilities Element of the Comprehensive Plan

Exhibit 2 - Ordinance \_\_\_\_-16 to adopt amendments to the Chapters 15.60 and 15.64 SWMC regarding fire and school impact fee values

Exhibit 3 - Planning Commission's *Findings of Fact, Conclusions and Recommendations*

## **CITY COUNCIL ACTION OPTIONS**

The City Council may decide whether the proposed amendments should be approved, approved with modifications, or rejected. Specifically, the Council may:

1. Adopt an ordinance that includes the amendments to the Municipal Code as recommended by the Planning Commission; AND adopt an ordinance that includes amendments to the Comprehensive Plan as recommended by the Planning Commission.
2. Refer the documents back to the Planning Commission for further review and modification of their recommendation.
3. Adopt the ordinance and resolution with additional changes made by the City Council.
4. Reject the proposed changes.

## **RECOMMENDATION**

No action requested at this time (1<sup>st</sup> read).

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN TO REVISE AND INCORPORATE UPDATED INFORMATION AS REVIEWED AS PART OF THE 2014 COMPREHENSIVE PLAN DOCKET.**

**WHEREAS**, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 17, 2014; and

**WHEREAS**, the City of Sedro-Woolley established an on-going public participation process in 2016 in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Meetings to discuss proposed changes to the Comprehensive Plan; and

**WHEREAS**, public hearings were conducted before the Sedro-Woolley Planning Commission on various dates; and

**WHEREAS**, environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued February 26, 2015, and that document is adopted by reference; and

**WHEREAS**, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Community, Trade and Economic Development (CTED) and the required 60-day review period has passed; and

**WHEREAS**, the Planning Commission has reviewed the proposed updates to the Capital Facilities Element of the Comprehensive Plan including the adoption of a revised Sedro-Woolley School District Capital Facilities Plan as contained in this ordinance and made a recommendation to adopt the updated Comprehensive Plan;

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

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

**Section 1.** The City Council hereby adopts the Planning Commission's *Findings of Fact, Conclusions and Recommendations*, which were certified by the Planning Commission Chair on April 7, 2016 as the City Council's *Findings of Fact, Conclusions and Recommendations*.

**Section 2.** The *Capital Facilities Plan* of the Sedro-Woolley Comprehensive Plan is hereby amended to read as set forth on the attached Exhibit A, which is adopted by reference.

**EXHIBIT** 1  
TO COUNCIL MEMO

**Section 3.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

**Section 4.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_<sup>th</sup> day of April, 2016, and signed in authentication of its passage this \_\_\_\_\_<sup>th</sup> day of April, 2016.

By: \_\_\_\_\_  
KEITH L. WAGONER, Mayor

Attest: \_\_\_\_\_  
PATSY NELSON, Finance Director

Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney

Published: \_\_\_\_\_

# Exhibit A

To Ordinance No. 2016-\_\_\_\_\_

Updated Capital Facilities Element

## Chapter 7

### CAPITAL FACILITIES ELEMENT

7.04	Introduction
7.08	Sewers/Sanitary Capital Facilities
7.12	Schools
<u>7.14</u>	<u>Library</u>
7.16	Fire Protection
7.20	Police Protection
7.24	Storm Water Management
7.28	Solid Waste Management
7.32	Capital Facilities Financing
7.36	Capital Facilities Goals and Policies
Appendix A	Sedro-Woolley Fire Department
<del>Appendix B</del>	<del>Skagit County Planning Policies</del>
Appendix <u>C</u>	Fire Equipment Replacement Schedule
Appendix <u>D</u>	Police Staff Estimates and Capital Outlay Costs
Appendix <u>E</u>	Police Mitigation Fee Analysis and Proposal
Appendix <u>F</u>	Sedro-Woolley School District #101 Capital Facilities Plan



## INTRODUCTION

### PURPOSE OF THE CAPITAL FACILITIES PLAN (CFP)

The capital facilities plan (CFP) element is required under the Growth Management Act (RCW 36.70A080 (3)) and is an important part of the city of Sedro-Woolley's comprehensive plan. According to Chapter 365-196 WAC (Growth Management Act—Procedural Criteria), the CFP element should contain at least the following features:

- An inventory of existing capital facilities, also referred to as “public facilities,” showing the locations and capacities of the capital facilities
- A forecast of the future needs for capital facilities based on the Land Use Element
- Proposed locations and sizes/capacities of expanded or new capital facilities
- At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes. A six-year plan that will finance capital facilities
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element. A requirement to reassess the land use element if funding falls short of meeting capital facilities needs as well as ensure consistency between the land use element and the capital facilities element and associated financing plan.

A capital facilities plan is an important planning tool. It demonstrates that the city has made a realistic review of the capital facilities that it provides (sewer/sanitary, transportation, parks and recreation, solid waste, police, fire protection, schools, water, and storm water) and determined the level of service that it can provide its existing and future residents. It identifies needed capital improvements and a reasonable financial plan to pay for them.

The capital facilities plan is also important for seeking state funding. An approved capital facilities plan is required by the department of community development Washington State Department of Commerce, for instance, to be eligible for the Public Works Trust Fund program.

### City of Sedro-Woolley Location

The city of Sedro-Woolley is located in Skagit County in northwestern Washington (Figure CF-1). The city is about seven miles east of Interstate 5 and about a mile and a half east of adjacent to the city of Burlington. Main access routes to Sedro-Woolley are SR 20 and Cook Road from the west and SR 9 from the north and south. Access from Eastern Washington is seasonal as State Route 20 is open only from late spring to early fall.

Figure CF-1 also shows the urban growth area (UGA) that surrounds Sedro-Woolley. The UGA is defined by the city-county as the area within which it the city of Sedro-Woolley plans to provide public services over a twenty (20) year planning horizon. Figure CF-2 shows Sedro-Woolley's location in Skagit County.

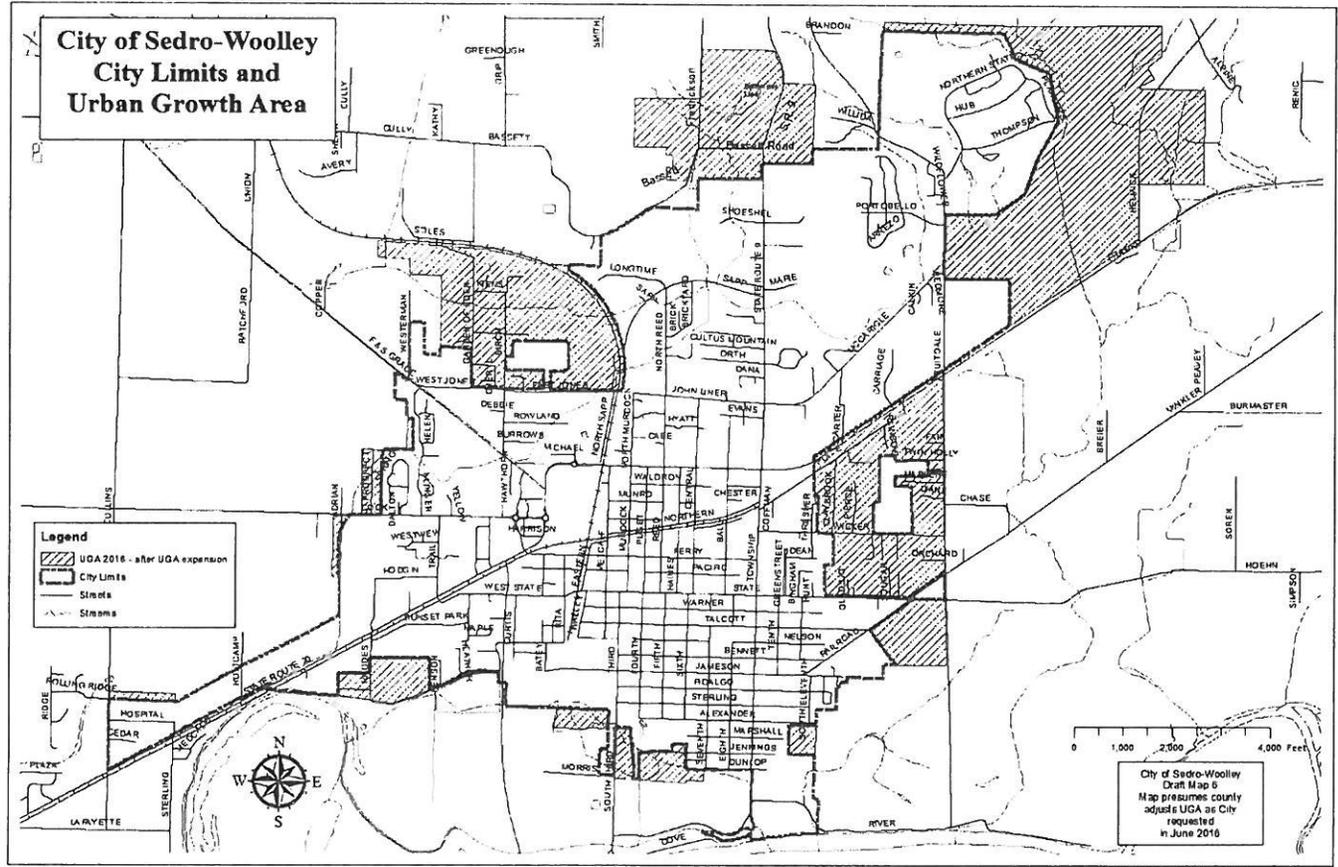
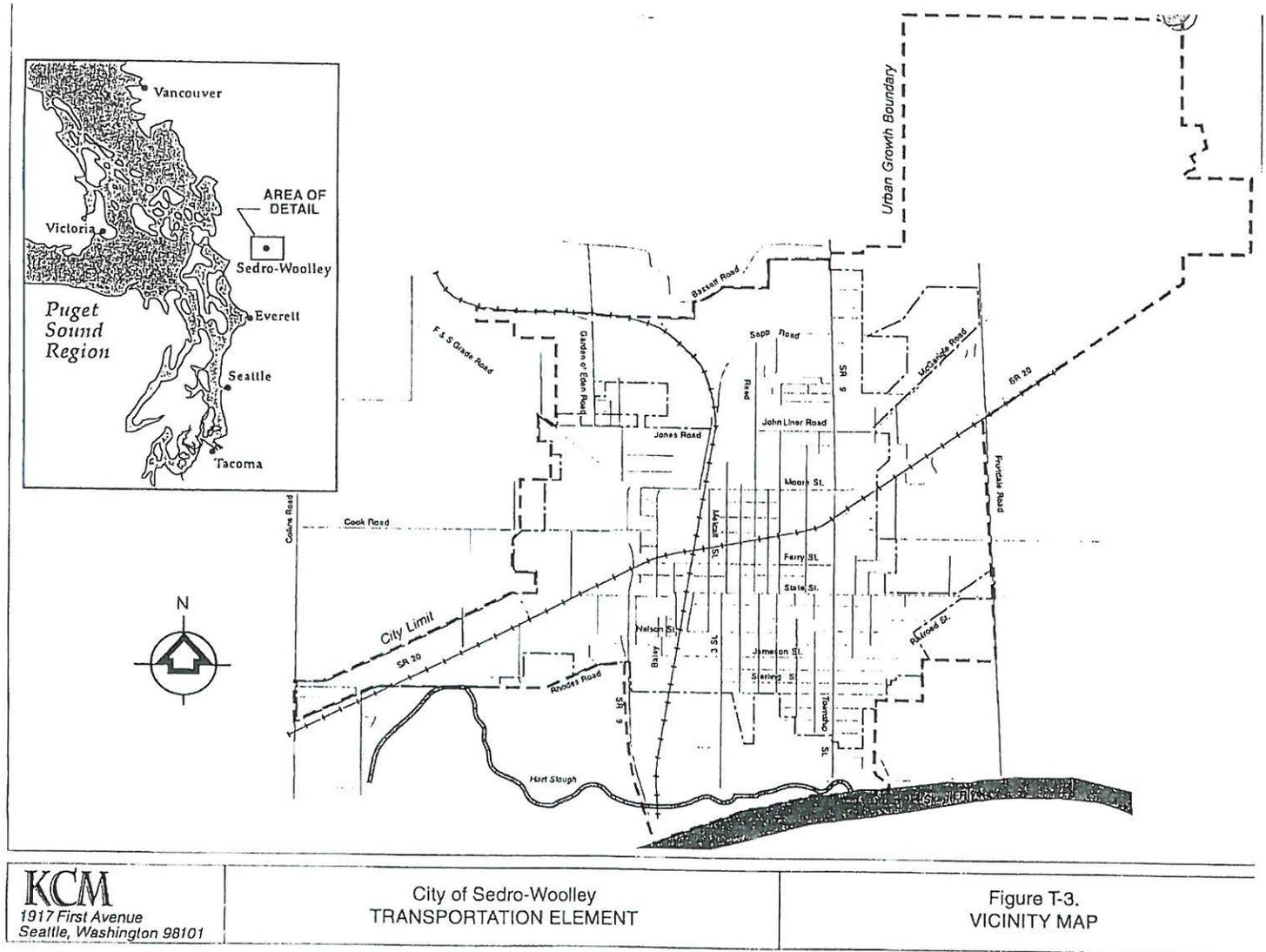


Figure F-3 CF-1 Vicinity Sedro-Woolley City Limits and UGA Map



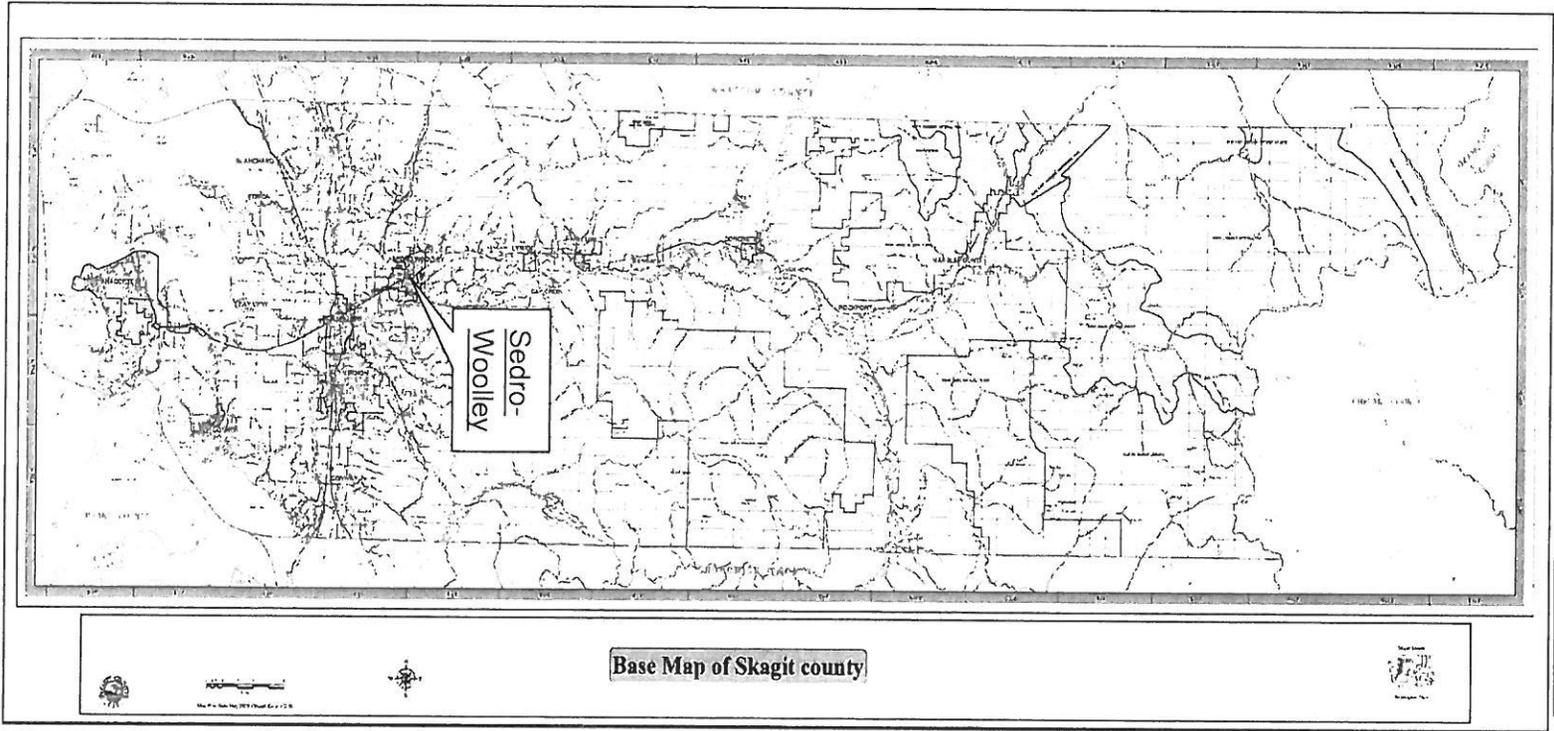


Figure CF-2 Skagit County and Sedro-Woolley Vicinity

## OVERALL APPROACH TO THE CFP

~~The~~ This section describes the process for preparing the CFP is outlined in Figure CF-2 and illustrates the significant CFP steps as well as the major CFP requirements outlined in the Growth Management Act. The figure depicts a dynamic process that involves ~~2005~~ CFP. This process involved developing and evaluating a benchmark and a preferred alternative for each public facility based on land use alternatives defined by the city. The 2014 update process built on the exiting CFP and included updates to the previous data.

The process ~~includes~~ included analyzing the public facilities that support existing residential and commercial development and identifying future public infrastructure needs. Sedro-Woolley's land use alternatives and population projections presented in the overall comprehensive plan ~~are~~ were used to identify these future needs.

The results of identifying current and future infrastructure requirements ~~are~~ were combined to prepare individual capital improvement plans for each public facility. These individual sections are then combined into a final CFP. This CFP documents in one plan all capital improvement requirements, excluding transportation capital improvements which are identified in the transportation element of the city's comprehensive plan, ~~and which is incorporated into the capital facilities element by reference.~~ It also identifies the sources and level of financial commitment and revenues necessary to meet the concurrency requirements of the Growth Management Act (GMA). As defined in RCW 36.70A.020 ~~the GMA~~, concurrency is the requirement that the city ensure that adequate public facilities and services be provided to service development at the time it is available for occupancy, without decreasing current service levels below locally established minimum standards. In summary, the CFP meets the following GMA requirements: Identifies existing public infrastructure needs for two time periods-~~years 1995 to 2001~~ 2014 to 2020 and ~~years 2002 to 2015~~ 2021 to 2027.

- Establishes that concurrency is maintained
- Identifies the financing method (required for the six year period ~~1995 to 2001~~ 2014-2020)

## FUTURE GROWTH MODELLING

To help determine where future growth can be expected and to set policies to manage that future growth, the city has developed a "preferred" land use development plan. The preferred plan was reviewed in comparison to the "benchmark" or "no-action" alternative. These two growth scenarios offer a distinct vision of how land will be developed over the next twenty years. The benchmark land use alternative is the exiting growth pattern and policies.

~~The central business district alternative is proposed as the city's "preferred" land use development plan, while the benchmark alternative represented "no action" or no change in local land use development patterns. Each of these two growth scenarios offers a distinct vision of how land will be developed over the next twenty years. The preferred alternative reflects an orderly growth pattern that groups together compatible land.~~

New zoning classifications which have been already been adopted, would ~~be~~ were required to implement the preferred alternative. The benchmark alternative continued the city's historical patterns of land use. Under the benchmark scenario, previous zoning would have continued to guide and regulate future land use administration and decision-making.

### Preferred Land Use Alternative

The preferred alternative (~~Figure CF-3~~) is typical of a traditional urban growth pattern consisting of a concentrated downtown business center surrounded by residential land uses of decreasing density with distance from the city center. The central business district remains the location for most business and urban activity. At its edge, urban activities give way to large open spaces and agricultural uses. ~~Heavy industrial~~ Industrial land uses also exist immediately

adjacent to the central business district and next to major highways that run through the area. Auto-oriented commercial development along the SR 20 corridor is limited to nodes of existing development interspersed with light industrial uses. Historical areas of growth that continue in the midst of surrounding rural land use densities include the United General Hospital area at the extreme west end of town and the Northern State Campus in the northeastern portion of the urban growth area. Agriculture, recreation, and similar activities are encouraged in the southern border areas of the city, which cannot support urban development due to periodic flooding by the Skagit River. The preferred alternative reflects an orderly growth pattern that groups together compatible land.

Future urban growth area (UGA) expansion is expected to occur north of city limits as necessary. Farmland and wetlands prevent UGA expansion to the east and west. The Skagit River and its floodplain prevent further urban development south of city limits.

### **Benchmark Land Use Alternative**

The benchmark or “no-action” alternative (Figure CF-4) represented a continuation of historical land use development. There was less emphasis on the downtown core as the heart of the city and continued spreading out of non-residential activities. While the downtown area still contained most of the city’s private business activity, there was a pattern of businesses locating outside the urban core. This scenario could result in incompatible land uses being juxtaposed (e.g., heavy industry next to low-density residential land). Areas that have environmental constraints, such as flood hazard areas, could also be subject to incompatible land uses.

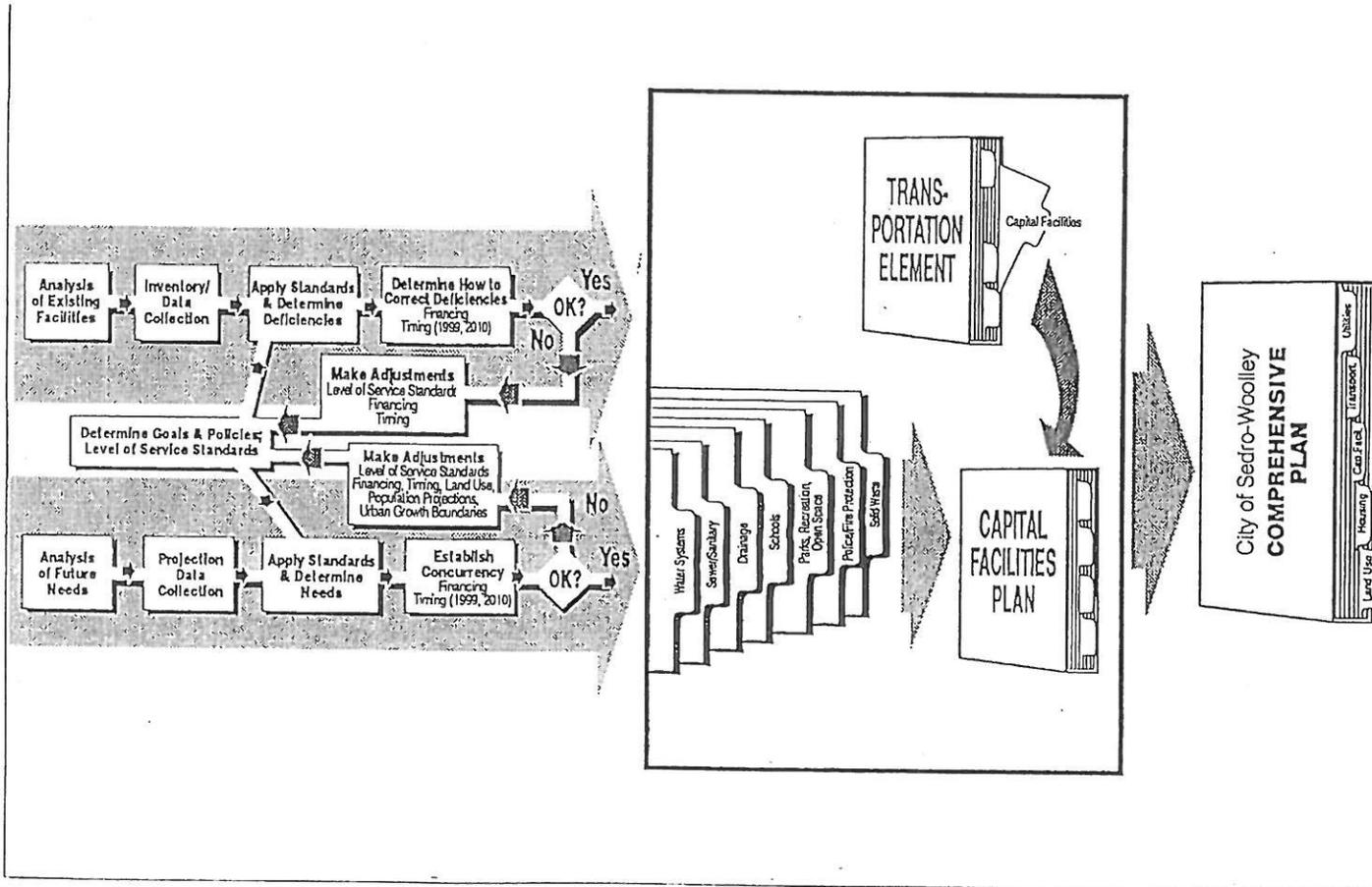
### **Analysis of Existing Facilities**

Data collection involved compiling and analyzing existing reports, records, and documents as well as field verification and supplemental data collection. While a significant amount of data collection, analysis, and capital improvement planning work was ac-

complished by the city, there was a need to obtain more information. Additional data were collected from meetings with officials and City staff, public meetings, site visits, Skagit County Agencies (Public Works Department, Planning Department, Assessors Office, etc.), the Skagit Council of Governments, and State agencies (Department of Community Development, Office of Financial Management, Department of Employment Security, Department of Transportation, etc.).

Level of Service (LOS) standards for public infrastructure were subsequently defined. These standards represent the minimum acceptable level of service for a particular type of public infrastructure (sewer/sanitary system, transportation system, solid waste disposal, recreation/parks/open space, stormwater/drainage, emergency services, etc.). These standards were used to determine deficiencies in existing infrastructure that need correcting and to identify future public infrastructure needs.

LOS standards help define a balanced approach between the city’s desire to provide the highest standards of service that are reasonably affordable and its goals for economic growth and development. LOS standards are also consistent with the city’s planning goals and policy objectives to have existing and future residents pay their fair share of the costs of providing each public service.



<p><b>KCM</b> 1917 First Avenue Seattle, Washington 98101</p>	<p>City of Sedro-Woolley <b>CAPITAL FACILITIES PLAN</b></p>	<p>Figure CE-2 <b>CAPITAL FACILITIES PLAN DEVELOPMENT PROCESS</b></p>
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Figure CE-2  
Capital Facilities Plan Development Process

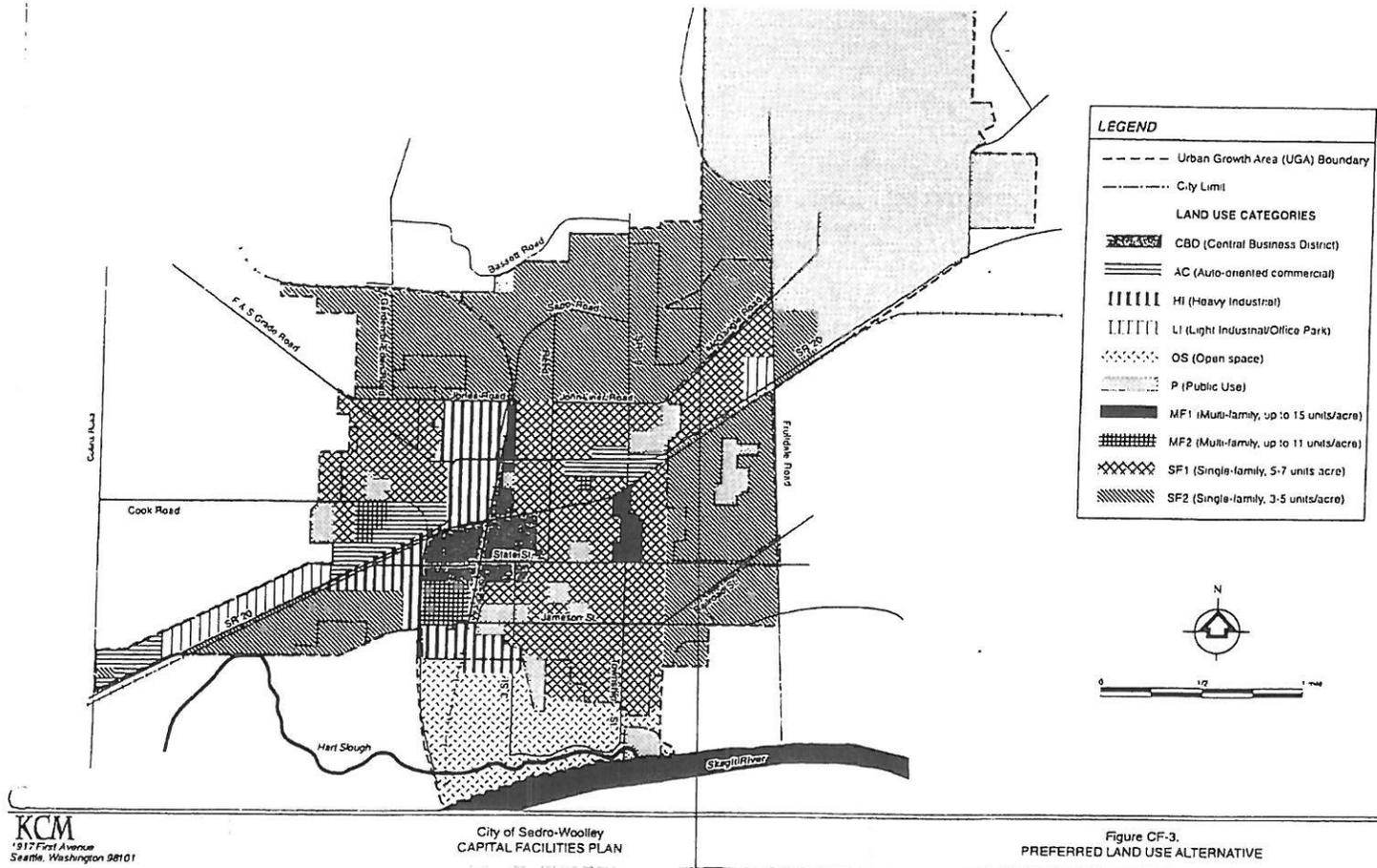


Figure CF-3  
Preferred Land Use Alternative

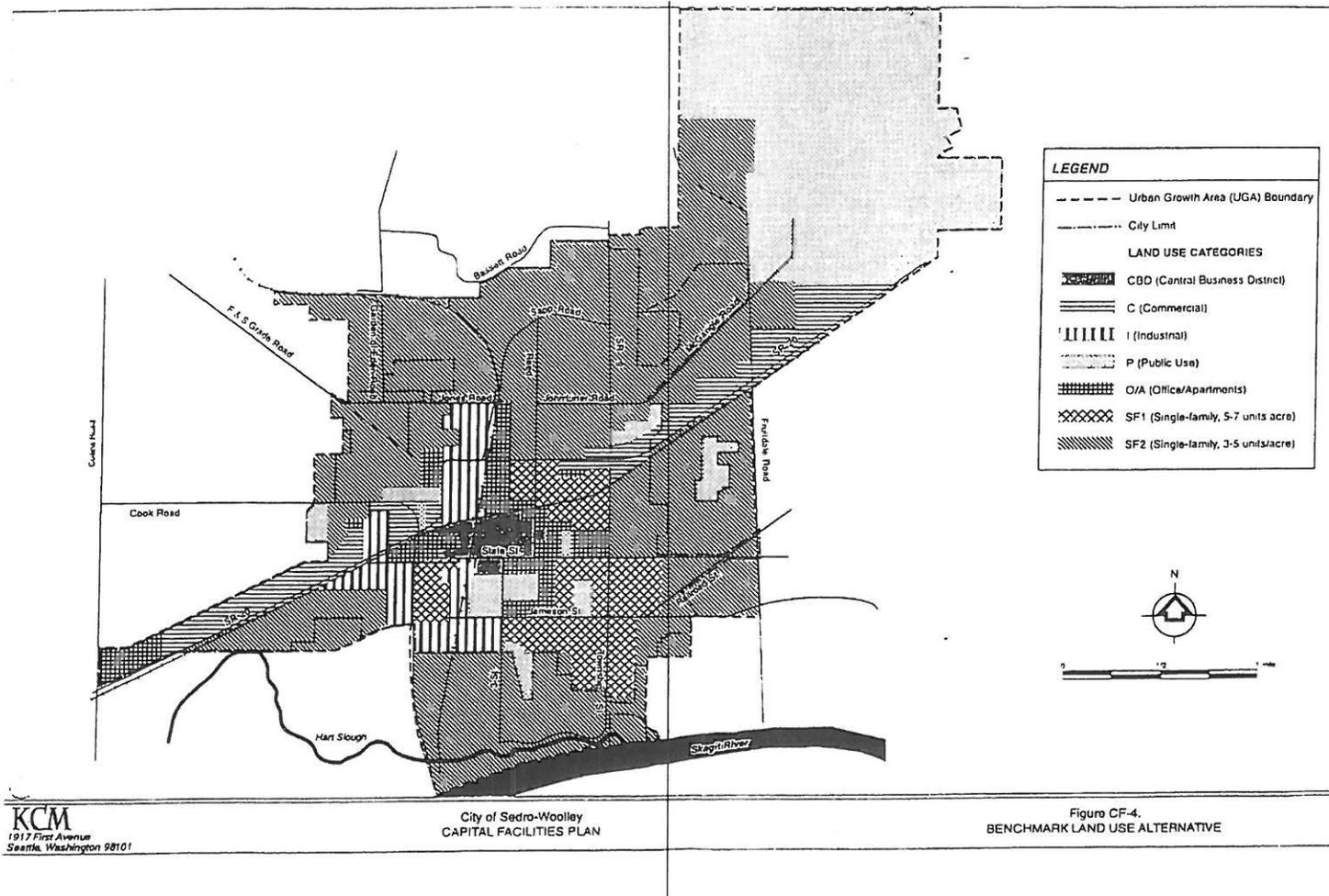


Figure CF-4  
Benchmark Land Use Alternative

### Analysis of Future Needs

The same LOS standards were applied to two future growth alternatives (the benchmark and the preferred alternatives) described in the comprehensive plan land use element. The city identified deficiencies for each alternative for the years 1995 to 2001 and years 2002 to 2015. This analysis led to the development of a capital facility improvements list that would correct the identified deficiencies. The costs associated with the future projects were also calculated.

### Financing Capital Facility Improvements

Capital improvement projects and associated costs were evaluated with regard to the city's financing capability. Under the GMA, the city is required to show how it will pay for necessary capital improvements. This requirement is to ensure the city maintains concurrency. Capital facilities improvements must be implemented concurrently with growth and development so that both existing and new residents and businesses are provided vital public services at the city's selected LOS standards.

A six-year financial plan (~~2014 to 2020~~~~1995 to 2001~~) that identifies funding levels and sources for each set of capital facilities must be included in the capital facilities plan. Requirements for demonstrating funding capability for the years ~~2002 to 2015~~~~2021-2027~~ are not as stringent as for the six-year period because of the difficulty of revenue forecasting and funding source identification, and because the GMA requires the city to review its capital facilities plan every two years, at a minimum. The city has proposed a more rigorous, annual review schedule for updating the capital facilities plan and financial section.

If the city determines in its financial review that it cannot fund the capital improvements identified in the six-year period, the city must make adjustments. The GMA suggests several methods to adjust the capital facilities plan so that the city can pay for the improvements. These methods include making financial adjustments such as incorporating new sources of

funds (impact fees, state grants and loans, excise taxes, creation of utility districts, etc.), adjusting the alternative land use classifications, and lowering LOS standards so that fewer capital improvement projects are identified. The city was compelled to make such adjustments after an initial funding review for several of the capital facilities studied. LOS standards for transportation system improvements were changed because of the very high costs identified in the initial analysis.

### CFP ORGANIZATION

This CFP is organized around each of the public services provided by the city of Sedro-Woolley and the school system for which capital facility planning is required to accommodate future growth. The discussion of each public facility begins by covering the existing conditions for the facilities. Next, the level of service (LOS) standards developed for the facilities are subsequently covered, along with the results of applying LOS standards to define current capital facility deficiencies and recommendations for future improvements. Finally, a listing of applicable goals and policies that have been developed to guide planning for that particular service are presented.

The Growth Management Act requires that the capital facilities element of the comprehensive plan be prepared setting forth guidelines for the purposes of comprehensive planning and coordination. Levels of services described in the following narratives are the estimates of the separate capital facilities. The following areas were identified as capital facilities for Sedro-Woolley:

1. Transportation (Ch. 3 of Comprehensive Plan)
2. Parks and Recreation (Ch. 6 of Comp Plan)
3. Sanitary Sewer (Section 7.08)
4. Schools (Section 7.12)
5. Libraries (Section 7.14)
56. Fire (Section 7.16)
67. Police (Section 7.20)
78. Storm Water (Section 7.24)
89. Solid Waste (Section 7.28)

Each of these items shall be addressed in the capital facilities element under a separate discussion. Water was not addressed in the capital facilities element since it is provided to Sedro-Woolley and the urban growth area by PUD #1 and is discussed further in the utilities element of the comprehensive plan. For purposes of this discussion the areas of transportation (which is addressed as a separate element) and sanitary sewer were developed under contract with KCM. Minor changes may have occurred in the data in these sections as a result of changes in the land uses and population forecasts following acceptance of KCM's final draft, however, the proposed projects are anticipated to be the same given the fact that the changes in density average out in the long run. During an annual update of the comprehensive plan, this data will be amended. The city also chose to contract its parks and recreation element to Ian Munce, which is addressed as a separate element. The areas of discussion of schools, fire, police, stormwater management, and solid waste were prepared by the Sedro-Woolley city planner. It should be noted that some of the improvements listed in the comprehensive plan in the areas of transportation and sewer have already been implemented or are in the process of implementation.

#### **GENERAL GOALS AND POLICIES**

—The CFP incorporates the following goals and policies from the 1994 comprehensive plan Goals and Policies section.

**Goal CF1: To assure that capital improvements necessary to carry out the comprehensive plan are provided when they are needed.**

Policy CF1.1: Provide capital improvements to correct existing deficiencies, to replace worn out or obsolete facilities and to accommodate desired future growth, according to the Six Year Financing Plan contained in the capital facilities plan.

Policy CF1.2: Coordinate land use and public works planning activities with an ongoing program of long-

range financial planning, to conserve fiscal resources available to implement the capital facilities plan.

**Goal CF2: To manage land use change and develop City facilities and services in a manner that directs and controls land use patterns and intensities.**

Policy CF2.1: The city of Sedro-Woolley shall allow only "concurrent development" to occur within the urban growth area. Proposed developments shall complete a concurrency review provided by the city planning department.

Policy CF2.2: "Concurrent Development" shall be defined as development which can be provided transportation services by the city of Sedro-Woolley within six years of the date of development approval. If capital facilities necessary to meet the concurrency requirement are not provided in the six-year capital facilities plan, the developer shall provide the facilities at his/her own expense to meet the concurrency requirement.

Policy CF2.3: Ensure that future development bears a fair share of capital improvement costs necessitated by the development. The city shall reserve the right to collect mitigation impact fees from new development in order to achieve and maintain adopted level of service standards. The city will be responsible for its fair share of capital improvement costs for existing deficiencies.

Policy CF2.4: Ensure that city plans and development regulations identify and allow for the siting of "essential public facilities," as described in the Growth Management Act. Work cooperatively with Skagit County and neighboring jurisdictions in the siting of public facilities of regional importance.

**Goal CF3: To finance the city's needed capital facilities in as economic, efficient, and equitable a manner as possible.**

~~Policy CF3.1: Update the six year capital facilities plan annually prior to the city budget process. All city departments shall review changes to the CFP and participate in the annual review.~~

~~Policy CF3.2: The burden for financing capital improvements should be borne by the primary beneficiaries of new facilities.~~

~~Policy CF3.3: General city revenues should only be used for projects that provide a general benefit to the entire community.~~

~~Policy CF3.4: Work with citizens at a neighborhood level to establish local improvement districts (LIDs), wherein residents assess themselves to improve neighborhood facilities.~~

~~Policy CF3.5: Long term borrowing for capital facilities is an appropriate method to finance large facilities which benefit multiple generations.~~

~~Policy CF3.6: Pursue funding from state and federal agencies as described in the six year capital facilities plan.~~

~~Policy CF3.7: Fulfillment of development concurrency requirements shall not be based upon potential city income from state and federal agencies. Concurrency can only be met by existing financial capacity and awarded government funding.~~

~~Policy CF3.8: Wherever possible, self supporting bonds will be used instead of tax supported general obligation bonds.~~

(Ord. 1447-03 § 2 (Exh. C) (part))

## SEWER/SANITARY CAPITAL FACILITIES

### EXISTING SEWER/SANITARY SYSTEM

The city of Sedro- Woolley sewer system currently serves residents living within the city limits (Figure CF-32). Facilities include the conveyance (pipeline) network, pump stations, the wastewater treatment facility, sludge-biosolids disposal, and an effluent outfall to the Skagit River. The conveyance system includes side sewers, gravity and force mains, and ~~three eleven~~ pump stations. The city completed a ten year sewer plan upgrade in 2005. The next sewer plan upgrade is scheduled for 2016. Based on recommendations of the 2005 plan, the city completed a five-year, thirty-seven thousand five hundred (37,500)-foot pipeline improvement project in 2010, which included capacity improvements to the trunk sewer system and several new pump stations. The city has also extended service to previously unserved areas on Fruitdale Road between SR20 and McGarigle, and on SR9/Township from Alderwood to the north city limits. The wastewater treatment facility, originally constructed in 1973, has undergone several modifications including a new clarifier constructed in 1992 and a comprehensive upgrade completed in 1998/1999. The 2005 sewer plan estimated that planning for a new plant would begin in 2010 (i.e. plant is nearing 85% capacity). Due to the 2008 Recession, growth considerably slowed in the city such that the point where the planning for plant upgrade is now estimated at 2020. Equipment upgrades and replacement will thus become critical as the plant will age beyond the previously estimated 20 year design life. Biosolids continues to be land applied at the Boulder Park facility in eastern Washington. The city continues to investigate other methods of disposal~~The city is currently undergoing a five year, ten thousand (10,000) foot pipeline improvement project. The wastewater treatment facility, originally constructed in 1973, has undergone several modifications and a new clarifier has been constructed. The city recently began a two year sewer plan upgrade. Sludge is cur-~~

rently land applied, although the city is investigating other methods of disposal.

Some residences within the urban growth area (UGA) are served by septic tanks. Although the majority of septic tank systems are outside the city limits, several residences in the city are still on septic tanks. These systems will be discontinued as the city sewer becomes available. The aforementioned service extension to Fruitdale and North Township has resulted in reduction of septic systems within the city limits.

### Pipelines

Pipelines of various sizes ranging from eight inches to thirty six inches in diameter and totaling 229,900 lineal feet convey wastewater to the wastewater treatment plant. Pipelines include gravity lines and force mains (pressure pipes). The city's primary responsibility is for the main sewers (sewers in streets and other rights-of-way). Side sewers (the sewer pipes leading from individual homes to the main sewer) are the responsibility of the city from the main to the property line, and are the responsibility of the property owners from the right of way line to the home~~Pipelines of various sizes convey wastewater to the wastewater treatment plant. Pipelines include gravity lines and force mains (pressure pipes). The city's primary responsibility is for the main sewers (sewers in streets and other rights-of-way). Side sewers (the sewer pipes leading from individual homes to the main sewer) are the responsibility of property owners.~~

### Pump Stations

Pump stations are required when natural topography does not allow for gravity flow to the treatment plant. A pump station receives flow from one area by gravity and pumps that flow over a topographic ridge to continue to the treatment plant. Sedro-Woolley has ~~three eleven~~ pump stations.

### Wastewater Treatment Facilities - Liquids Stream

The liquids and solids streams of a wastewater treatment facility are treated separately. The liquids stream includes the conveyance, processing, and disposal of the wastewater. Sedro-Woolley discharges its treated wastewater treatment facility effluent through a pipeline to the Skagit River.

### **Wastewater Treatment Facilities - Solids Stream**

The solids stream of a wastewater treatment facility includes the handling, processing, and disposal/reuse of ~~solids (mostly sludge)~~ biosolids removed from the wastewater. Sedro-Woolley currently land applies its ~~sludge~~ biosolids and landfills other solids (screenings, etc.). For this plan, “solids” refers to ~~sludge~~ biosolids.

### **PROCESS FOR DEVELOPING ALTERNATIVES**

With only minor differences, the future sewer/sanitary system under both the preferred and benchmark alternatives will be similar. This is due, in part, to population forecasts, which predict identical growth rates. Only the geographic distribution of sewer demand will vary between the alternatives. Wastewater flows and composition will be very similar, so capital improvements at the treatment facility and handling of the liquids and solids waste stream will not differ.

Within the existing city limits, the sewer system will be upgraded through an improvement program that takes into account demands for residential, commercial, and industrial sewer service. For instance, under the preferred alternative, residential infilling and increased residential densities will be encouraged. Similarly, there will be new locations for industrial and commercial activity. Under the benchmark growth and development would have followed previous patterns. Design of sewer system capital improvements will have to take the current land use changes into account.

For both alternatives, the sewer system will only be extended to unsewered areas outside the current

city limits after the city annexes the area. It is the city’s policy (Policy S1.2) to bring sewer service to residents by requiring large new development to connect to the city sewer. Both alternatives have minimum land use densities that typically make sewer service extension to unsewered areas economically feasible.

Both the preferred and benchmark alternatives allow existing septic systems to continue operation under certain conditions (see Policy S1.3 and S1.4). The Skagit County health department currently has jurisdiction over all septic tanks, both within and outside the city limits. City ordinances (Chapters 13.08 and 13.12) require that new short plats (measured from the property line) and structures within two hundred (200) feet of a public sewer be connected to the public sewer, at the expense of the property/structure owner. It is city policy that residences outside of the two hundred (200) foot limit with properly functioning septic systems may be allowed, however, these residences will be required to connect to the sewer system when it becomes available. Homes with deficient septic systems will be required to hook up to the sewer system.

Outside the city limits but within the UGA, existing septic systems will also continue to be allowed. Residences with properly functioning septic systems in areas annexed to the city will be allowed, although these residences will be required to connect to the existing sewer system when it becomes available. Residences with deficient septic systems will be required to hook up to the sewer system. New subdivision developments will be required to hook up to the city’s sewer system.

### **LEVEL OF SERVICE (LOS) DEVELOPMENT**

The GMA requires that level of service (LOS) standards be established for services provided by local jurisdictions as part of capital facility planning. Development of the city’s LOS standards for sewer/sanitary capital facilities is described in the Level of Service Standards for Sewer/Sanitary and Roadway Systems Draft Report (May 1993) and Level of

Service Standards Application for Sewer/Sanitary and Roadway Systems Draft Report (August 1993). Separate LOS standards were developed to rate facilities' capacity and their condition, and a separate LOS standard for septic systems was developed.

LOS standards are quantifiable measures of public services the city provides to the present and future residents and businesses within the UGA. They allow the city to assess deficiencies in the services it provides and define minimum threshold standards that must be met by existing and new service facilities to avoid under-served growth.

**TABLE 3-1  
PERCENT OF CAPACITY (OPERATION) LOS FOR PIPELINES, PUMP STATIONS, AND  
WASTEWATER TREATMENT FACILITIES**

System Element	Parameter Defining LOS	Definition of Letter Rating (Percent of Capacity Used)					
		A	B	C	D	E	F
Pipelines	Peak Flow Rate	0-20	21-40	41-60	61-80	81-100	>100
Pump Stations	Peak Pumping Rate	0-20	21-40	41-60	61-80	81-100	>100
Wastewater Treatment Facilities-Liquid Stream	Hydraulic Loading or Organic Loading (whichever is limiting)	0-20	21-40	41-60	61-80	81-100	>100
Wastewater Treatment Facilities-Solid Stream	Hydraulic Loading or Solids Loading (whichever is limiting)	0-20	21-40	41-60	61-80	81-100	>100

LOS standards developed for Sedro-Woolley's sewer/sanitary system are based on capacity and system condition. The capacity LOS rates the unused capacity of each system component. The LOS uses an A-through-F rating system, where the A-level rating indicates a large amount of unused capacity (Table 3-1). The condition LOS rates system components according to the condition of the system using a 1-through-5 scale. A 1 rating is the lowest rating or the worst condition and a 5 rating is the highest rating or best condition (Table 3-2). Septic system LOS is defined separately from the capacity and condition LOS for the city's sewer/sanitary system. A numerical rating is used based on the minimum number of acres required by an individual septic system to safely handle a single equivalent residential unit (Table 3-3). A higher (worse) numerical rating indicates that the septic system requires a larger area.

**TABLE 3-2  
CONDITION LOS FOR PIPELINES, PUMP STATIONS, AND  
WASTEWATER TREATMENT FACILITIES**

System Element	Conditions Defining LOS	Definition of Numerical Rating (Years Until Improvement is Needed)				
		1	2	3	4	5
Pipelines	Infiltration/inflow; structural condition (cracking, settlement); age; material; operation and maintenance problems; odors; corrosion	Immediately	<3	>3, <6	>6, <20	>20
Pump Stations	Standby pump; standby power; alarms; valved overflow/bypass; leaks; flood protection; structural condition (cracking, settlement); age; material; operation and maintenance problems; odors; corrosion	Immediately	<3	>3, <6	>6, <20	>20
Wastewater Treatment Facilities-Liquid Stream	Physical (structural and mechanical) condition; meets permit conditions; meets water quality criteria; flood protection; age; operation and maintenance problems; odors; outfall	Immediately	<3	>3, <6	>6, <20	>20
Wastewater Treatment Facilities-Solid Stream	Physical (structural and mechanical) condition; meets permit conditions; flood protection; age; operation and maintenance problems; odors; outfall	Immediately	<3	>3, <6	>6, <20	>20

**TABLE 3-3  
LOS FOR SEPTIC TANKS**

Numerical Rating	Acres/Equivalent Residential Unit (ERU)
5	5.0
4	2.5
3	1.0
2	0.5
1	0.25

**LOS APPLICATION**

**Application Method**

LOS application involves defining threshold standards for new system construction and for facility upgrades. Applying LOS standards to the city’s system results in an assessment of system deficiencies, which leads to recommendations for necessary improvements. The LOS analysis was described and presented in the Level of Service Standards Application for Sewer/Sanitary and Roadway Systems Draft Report (August 1993).

The sewer/sanitary percent-of-capacity and condition LOS standards were applied to the existing system and to each land use alternative for the years 2001 and 2015. Thresholds were established and are shown in Table 3-4. A facility with an LOS rating equal to or worse than the threshold is considered deficient and in need of improvement.

**TABLE 3-4  
THRESHOLD LOS FOR THE SEWER/SANITARY SYSTEM**

Type of Facility	Percent-of-Capacity LOS	Condition LOS
Pipelines	D	2
Pump Stations	D	2
Wastewater Treatment Facilities-Liquids Stream	D	
Wastewater Treatment Facilities-Solids Stream	D	3
Septic Tanks	N/A	2-3*

\* The city has chosen a threshold value between a 2 and 3, i.e. 0.75 acres per equivalent residential unit.

**LOS Application Results**

Application of LOS ratings to existing city wastewater facilities, shown in Table 3-5, compares today’s ratings with those projected under the preferred and benchmark alternatives for both the year 2001-2015 and the year 2015-2035 planning horizons, assuming no corrective actions are taken to upgrade these facilities in the future.

A comprehensive sewer plan was prepared in 2005 to update the previous 1995 plan. The 2005 plan recommended an extensive series of collection system upgrades and service extensions, which were largely completed over the period 2004-2010. Remaining collection system upgrades consist of annual main lining or replacement projects that target concrete mains and services as the first priority. Treatment plant upgrades recommended in the 1995 plan were

completed by 1999. The plant remains well below capacity, and is at year sixteen for most equipment. Due to the 2008 Recession, it is now projected that the plant capacity will not reach the 85% level until after 2020. Replacement of the mechanical equipment installed in 1998 will be required prior to the next upgrade, and has been included in the 2015 Capital Improvement Plan. A summary of the wastewater facilities’ deficiencies, recommended improvements and estimated costs are shown in Tables 3-6 and 3-7. Figures CF-5, CF-6, CF-7 and CF-8 show the locations of deficiencies and proposed improvements for the years 1995-2001, and 2015, respectively. Unit costs used for trunk lines (in dollars per lineal foot) are presented in Table 3-8.

In addition, Clarifier Number 1, which was damaged in the 1990 flood and temporarily repaired, may require additional repairs or replacements prior to the

projected time of the plant upgrade. Clarifier Number 2 was constructed in t 1992 to replace Clarifier Number 1, but operationally Clarifier Number 1 is needed to provide treatment during peak flow events during the fall and winter seasons.

Sewer/sanitary system improvement needs to handle anticipated growth are nearly the same under the two alternatives. A comprehensive sewer plan was prepared in 1995 to verify and refine the conclusions and recommendations of this broad-scoped CFP study and to obtain Department of Ecology approval of the city plan. A new clarifier and upgrades to the treatment plant solids stream process were also required. The new clarifier has been constructed and the upgrades started in 1998. In addition, much of the mechanical equipment is approximately twenty (20) years old and approaching the end of its useful life, necessitating increased maintenance and some replacement. A replacement/upgrade of the State Street pump station will be needed and a new pump station and force main will have to be added to the system in the vicinity of Hawthorne Street at F&S Grade Road. Various sections of trunk line will be replaced and upgraded.

—The difference between the facility needs of the two alternatives is an additional one thousand (1,000) feet of pipeline required under the preferred alternative for the trunk line in 3rd Street between State Street and the wastewater treatment plant. These additional improvements add approximately one hundred forty thousand dollars (\$140,000.00) more to the overall cost of improvements for the preferred alternative.

The city is currently working on the following system improvements:

- Annual Sewer Main Upgrade Project. This \$250,000 annual project improves existing mains over fifty years old, primarily concrete and vitrified clay pipe, by a combination of replacement or lining with Cured in Place Pipe, Pipe Bursting or other trenchless methods. The 2015 version of this project is the Green-

street Boulevard, Virginia and Dean Streets Sewer Main Upgrade. This project will replace failing concrete sewer mains and services for this 1950's era subdivision. Four manholes on the trunk line in McGarigle east of Fruitdale are being rehabilitated and the tops raised to prevent them from flooding. The work is being paid for by Northern State Hospital.

- Annual Manhole Rehabilitation Project. This \$50,000 annual project lines existing manholes to reduce inflow and infiltration. The city is renting a sludge press to reduce the volume of sludge for disposal when land application is not feasible.
- Annual Wastewater Treatment Plant Equipment Upgrades. This \$100,000 annual project targets mechanical equipment at or beyond its useful design life. Recent projects have included replacement of the Ultraviolet Disinfection System, the Aerator Rotor tubes, one aeration motor, Digest blowers and other equipment. The city has constructed a new sewer in Reed Street.
- Several hundred feet of force main for the State Street pump station were upgraded to eight inch diameter pipe as part of the State Street road improvement project.

### **SPECIFIC GOALS AND POLICIES**

The following specific goals and policies have been developed for sewer/sanitary capital facilities. They guide the city's future sewer system planning effort.

#### **Policy CF1.3 Maintain a safe, efficient and cost-effective sewage collection and treatment system.**

Policy CF1.4 Require all new subdivisions to connect to city sewer.

Policy CF1.5 Existing septic systems shall be replaced with city sewer when it is available. The city shall seek sources of financial aid to assist low-income residents with this cost.

Policy CF1.6 Monitor groundwater quality in areas of septic service on a timely basis.

Policy CF1.7 Update the sewer plan every six years on a rotating schedule with other capital facilities plans.

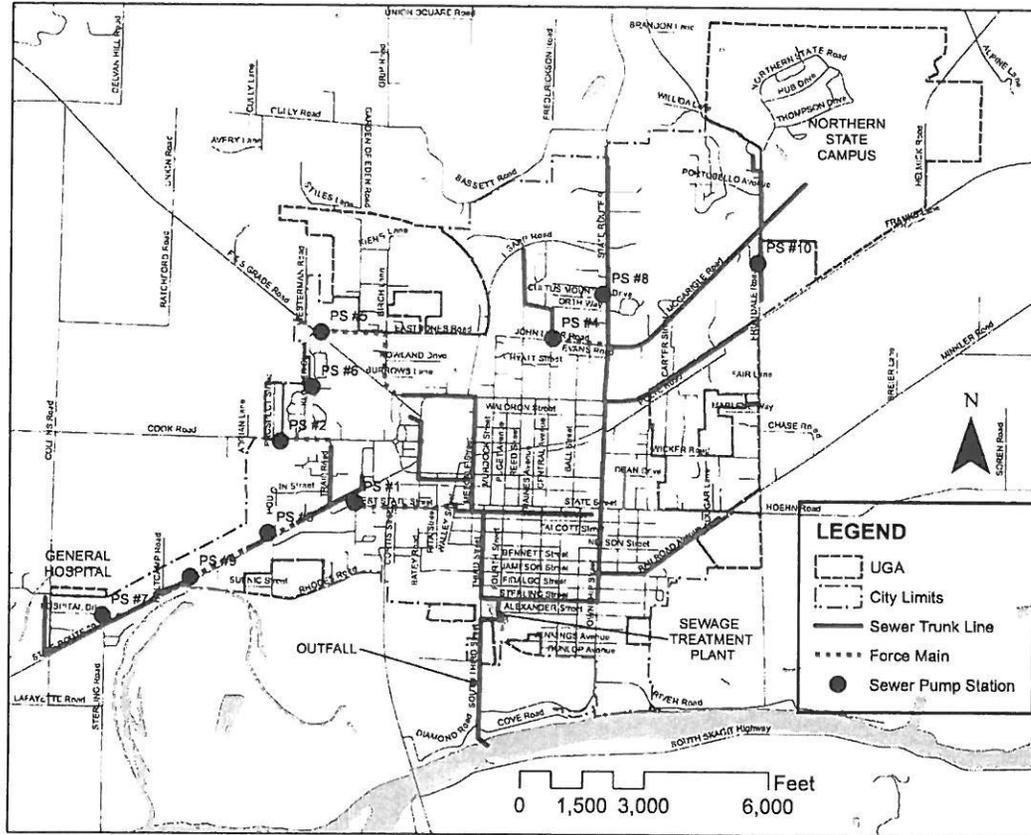
Policy CF1.8 Eliminate any point or non-point pollution sources associated with sewage transport and disposal.

Policy CF1.9 Monitor infiltration and inflow through routine television inspection. Conduct improvements to limit and reduce current infiltration and inflow.

Policy CF1.10 The following level of service guidelines should be used to determine the impacts of new development upon existing public facilities: [See description of level of service in the text. A facility with a rating equal to or worse than those listed is considered deficient and planning for improvements should commence.

- Pipelines-Condition Level of Service 2, Capacity Level of Service D
- Pump Stations-Condition Level of Service 2, Capacity Level of Service D
- Wastewater Treatment Facility-Condition Level of Service 3, Capacity Level of Service D.
- Septic Tanks-Condition Level of Service 3

Figure CF-52  
Main Features of the Sanitary Sewer System



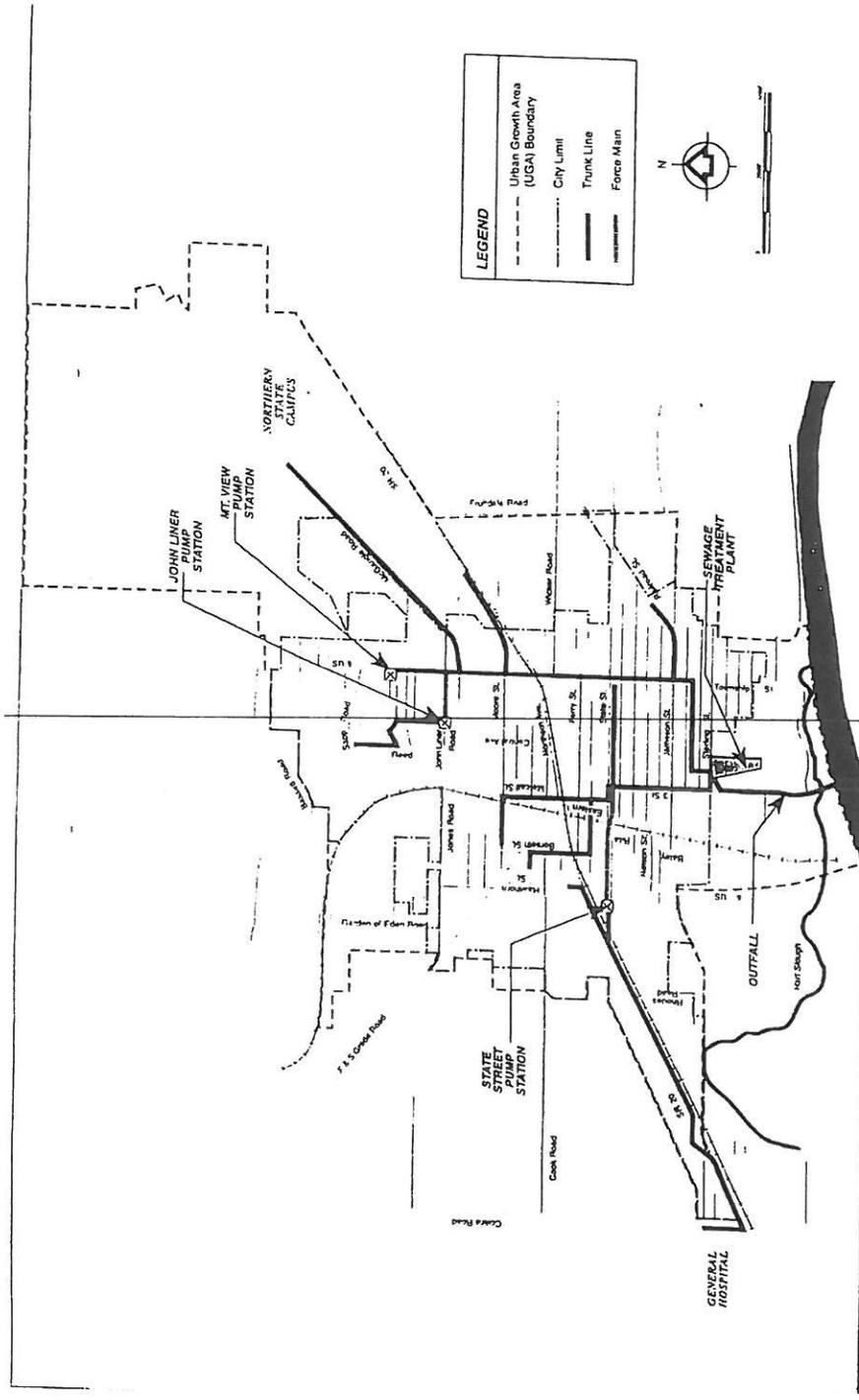
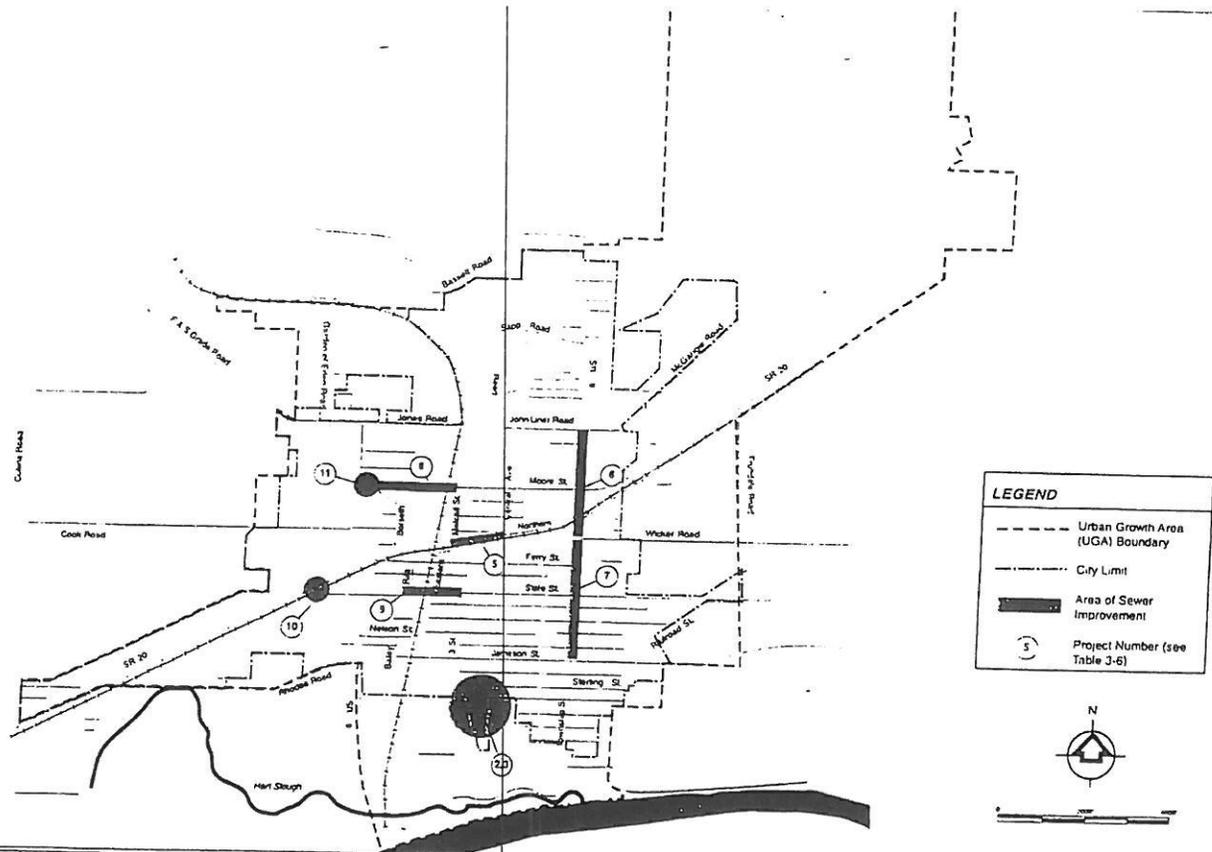


Figure CF-5.  
MAIN FEATURES OF THE SANITARY SEWER SYSTEM

City of Sedro-Woolley  
CAPITAL FACILITIES PLAN

KCM  
17 First Avenue  
Jules, Washington 98107

Figure CF-6  
 Location of Sewer System Improvements—Year 1993

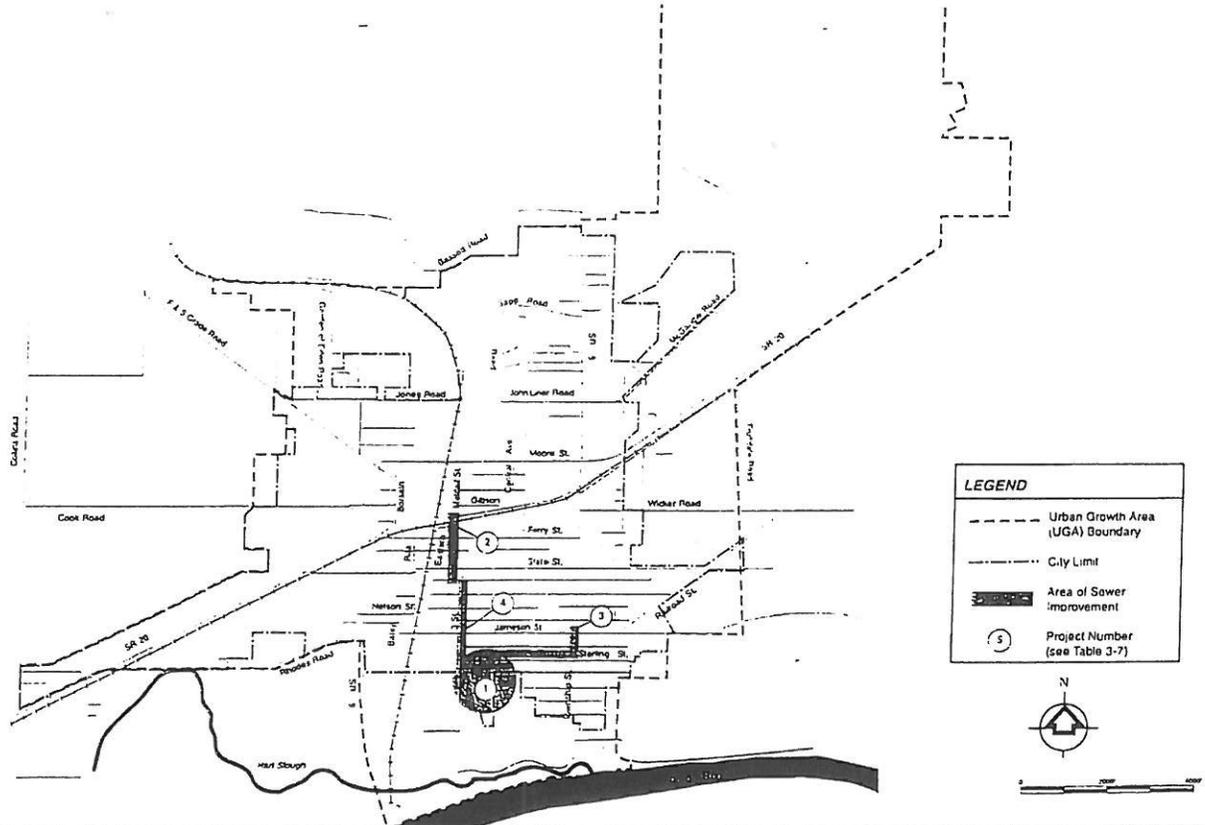


KCM  
 1917 First Avenue  
 Seattle, Washington 98101

City of Sedro-Woolley  
 CAPITAL FACILITIES PLAN

Figure CF-6.  
 LOCATION OF SEWER SYSTEM IMPROVEMENTS—YEAR 1993

Figure CF-7  
 Location of Sewer System Improvements—Year 2001



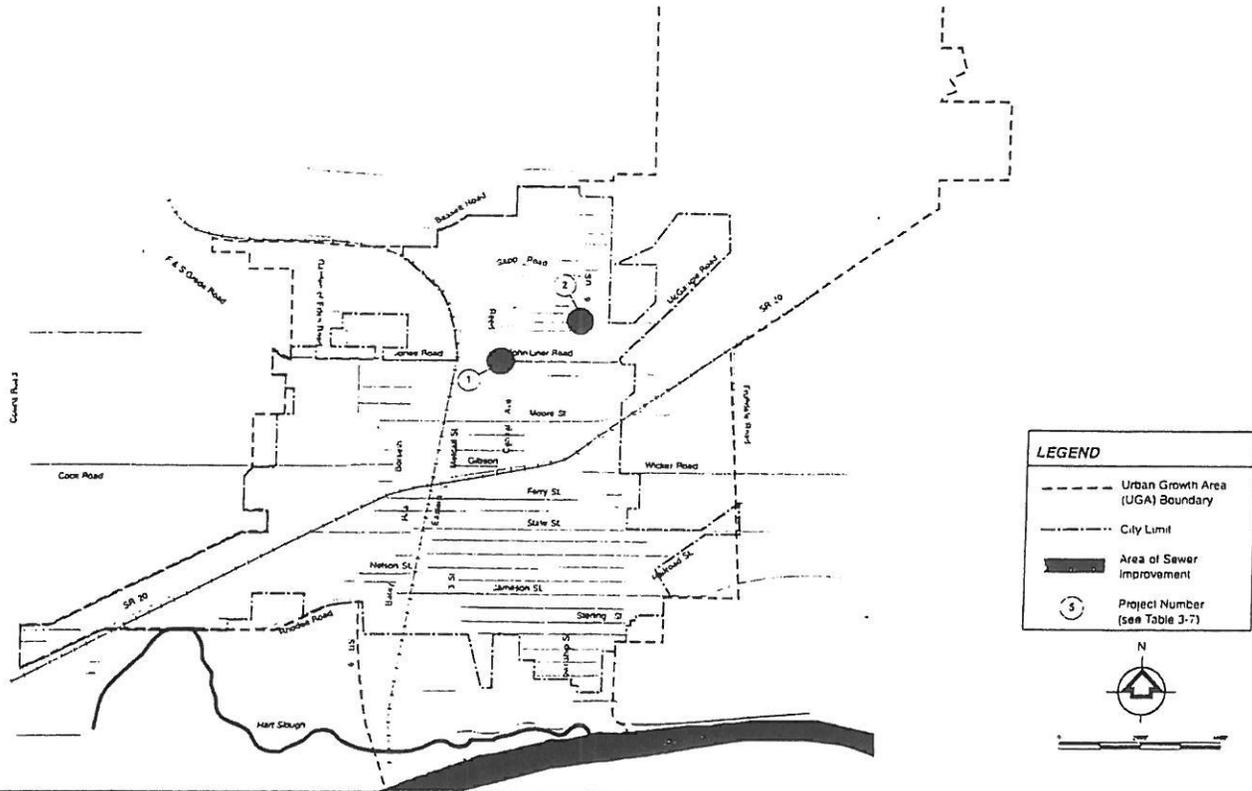


Figure CF-8  
Location of Sewer System Improvements—Year 2015

KCM  
1917 First Avenue  
Seattle, Washington 98101

City of Sedro-Woolley  
CAPITAL FACILITIES PLAN

Figure CF-8.  
LOCATION OF SEWER SYSTEM IMPROVEMENTS—YEAR 2015

TABLE 3-5

LOS RATINGS FOR SEDRO-WOOLLEY WASTEWATER FACILITIES

			Year 2035 LOS Rating		Year 2035 LOS Rating With	
			Without Corrective Action		Corrective Action	
<b>TRUNK LINES</b>	<b>Pipe Diameter, Inches</b>	<b>Year 2015 LOS Rating</b>	<b>Preferred Alternative</b>		<b>Preferred Alternative</b>	
Northern Ave.	8, 10, 12	F1	D5		D5	
Metcalfe St.						
Northern Ave. to Moore St. - 2004	18	B5	C4		C4	
Northern Ave. to State St. - 2009	24	B5	C4		C4	
Moore St. - 2004	18	B5	C4		C4	
Township St.						
N. of McGarigle - 2009	10, 12, 15	B4	B4		B4	
McGarigle to Wicker - 2009	24, 30	B5	C4		C4	
Wicker to Railroad St. - 2007	30	B5	C4		C4	
McGarigle						
Township to Fruitdale - 2009	15	B5	B4		B4	
Fruitdale to Northern St. campus - 2009	15	D5	D4		D4	
Sterling St. (i.e. alley parallel on the north)—Railroad St. to WWTP - 2007	30	B5	C4		C4	
Railroad St. - E. of Township St.	10	B1	B1		B4	
3rd St.--State to WWTP - 2011	21, 24	C5	C4		C4	
State Hwy 20 at W. end of town--United Gen. Hosp to State St. PS - 2008	8	C5	B4		B4	
State Hwy 20 at E. end of town--Township to Carter	12	C5	B4		B4	
State St.--Township to 3rd - 2012	8, 10, 12	A5	B4		B4	
<b>PUMP STATIONS</b>	<b>Flow Capacity</b>					
West State Street PS - 1998	2@ 700 gpm (2.016 mgd)	C3	D1		D4	

			Year 2035 LOS Rating		Year 2035 LOS Rating With	
			Without Corrective Action		Corrective Action	
<u>TRUNK LINES</u>	<u>Pipe Diameter, Inches</u>	<u>Year 2015 LOS Rating</u>	<u>Preferred Alternative</u>		<u>Preferred Alternative</u>	
<u>John Liner Road PS – 1989</u>	2 @ 300 gpm (0.864 mgd)	C1	C1		C4	
<u>Mountain View PS – 2002</u>	2 @ 120 gpm (0.346 mgd)	A4	A1		A4	
<u>West Jones Road PS – 2005</u>	2 @ 250 gpm (0.720 mgd)	B4	C1		C4	
<u>Klinger St PS – 2005</u>	2 @ 185 gpm (0.533 mgd)	B4	B1		B4	
<u>Cook Road PS – 1998</u>	2 @ 265 gpm (0.763 mgd)	C3	C1		C4	
<u>Hodgin Road PS – 2003</u>	2 @ 510 gpm (1.469 mgd)	C4	C1		C4	
<u>Holtcamp Road PS – 2008</u>	2 @ 400 gpm (1.152 mgd)	B4	B1		B4	
<u>Hospital Road PS – 2008</u>	2 @ 306 gpm (0.881 mgd)	B4	B1		B4	
<u>Fruitdale Road PS – 2009</u>	2 @ 195 gpm (0.562 mgd)	B4	C1		C4	
<u>Bingham Park PS – 2013</u>	1 @ 45 gpm (0.065 mgd)	C4	C3		C4	
<u>WASTEWATER TREATMENT FACILITIES</u>						

			Year 2035 LOS Rating Without Corrective Action		Year 2035 LOS Rating With Corrective Action	
			Year 2015 LOS Rating	Preferred Alternative	Preferred Alternative	
<b>TRUNK LINES</b>	<b>Pipe Diameter, Inches</b>					
Liquid Stream	1.24 mgd annual avg., 2.07 mgd monthly avg., 3.53 max day, 7.18 mgd peak hour	C3	D1		B4	
Solid Stream		C4	D1		C4	

			Year 2007 LOS Rating Without Corrective Action		Year 2015 LOS Rating Without Corrective Action	
			Year 1993 LOS Rating	Preferred Alternative	Benchmark Alternative	Preferred Alternative
<b>TRUNK LINES</b>	<b>Pipe Diameter</b>					
Northern Ave.	12"	F1	F1	F1	F1	F1
Metcalf St.						
-Northern Ave. to Moore St.	10"	B3	E1	E1	F1	F1
-Northern Ave. to State St.	12", 15", 18"	D2	F1	F1	F1	F1
Moore St.	8"	B4	E2	D2	F1	E1
Township St.						
-N. of McGarigle	10", 8"	B4	D4	D4	D4	D4
-McGarigle to Wicker	15"	C1	C1	C1	D1	D1
-Wicker to Railroad St.	15"	D1	E1	E1	F1	F1
McGarigle						
-Township to Fruitdale	15"	C4	D4	D4	D3	D3
-Fruitdale to Northern St. campus	15"	F1	F1	F1	F1	F1
Sterling St. (i.e. alley parallel on the north) - Railroad St. to WWTP	18"	D2	E2	E2	F1	F1
Railroad St. - E. of Township St.	10"	B4	B4	B4	B4	B4

			Year 2007 LOS Rating Without Corrective Action		Year 2015 LOS Rating Without Corrective Action	
			Year 1993 LOS Rating	Preferred Alternative	Benchmark Alternative	Preferred Alternative
<b>TRUNK LINES</b>	<b>Pipe Diameter</b>					
3rd St.— State to WWTP	18", 21", 24"	D2	E1	E1	E1	E1
State Hwy 20 at W. end of town— United Gen. Hosp to State St. PS	8"	E3	F1	F1	F1	F1
State Hwy 20 at E. end of town— Township to Carter	12"	A5	B5	B5	C5	C5
State St.— Township to 3rd	10", 12"	C4	C4	C4	D4	D4
<b>PUMP STATIONS</b>	<b>Flow Capacity</b>					
State St. PS	300 gpm (0.43 mgd)	D4	F1	F1	F1	F1
John Liner PS	300 gpm (0.43 mgd)	A4	B4	B4	B2	B2
Mt. View PS	300 gpm (0.43 mgd)	A4	B4	B4	B2	B2
<b>WASTEWATER TREATMENT FACILITIES</b>						
Liquid Stream	1.9 mgd avg., 4.6 mgd peak	D2	E1	E1	F1	F1
Solid Stream		E2	F1	F1	F1	F1

Note: Capacity LOS represented by alphabetic character—A=Best; F=Worst  
Condition LOS represented by numeric character—1=Worst; 5=Best

TABLE 3-6

WASTEWATER IMPROVEMENT PROJECTS RECOMMENDED WITHIN THREE YEARS

Project Type	Proj. #	Project Description/Location	Description of Deficiencies	Corrective Actions Involved	Estimated 1993 Project Cost <sup>1</sup>
Reports	1.	Comprehensive Sewer Plan, including I/I rehabilitation recommendations (Completed)	Many facilities near capacity and at end of design life	Prepare plan	\$150,000
Wastewater Treatment Facilities	2.	New Clarifier (Completed)	Existing clarifier damaged in 1990 flood	Build new clarifier	\$800,000
	3.	Upgrade Treatment Plants Solid Stream (Started)	Currently at capacity & does not meet new federal regulations	Renovate & expand facilities	\$900,000

Project Type	Proj. #	Project Description/Location	Description of Deficiencies	Corrective Actions Involved	Estimated 2015 Project Cost <sup>1</sup>
Reports	6-30	2016 Comprehensive Sewer Plan Update	Identify remaining trunk sewer upgrades; Inflow & Infiltration Reduction	Update plan	\$150,000
Wastewater Treatment Facilities	8-13, 18	Equipment Upgrades	Blowers Motors; Clarifier 2 Coating;	Replace Blower Motors; Recoat and replace wier Clarifier 2	\$200,000
	8-14	Upgrade Treatment Plants Solid Stream	Belt Filter Press nearing lifespan limit	Replace Belt Filter Press	\$250,000

Project Type	Proj. #	On	From	To	Length (ft)	Diam. of Present Pipe (in)	Description of Deficiencies	Corrective Actions Involved	Estimated 1993-2015 Project Cost <sup>1</sup>
Trunk Lines	4. None	Various locations					14	Rehabilitation per future sewer plan	\$50,000
	5.	Northern Ave.	Metcalf St.	Alley W. of Central Ave.	1,600	12	Very high H.I. structural problems	Replace in-kind with 12-inch pipe	\$120,000
	6.	Township St.	McGarigle Rd.	Wicker Rd.	2,600	15	Flood-related damage: settling and structural problems	Replace with 18-inch pipe <sup>2</sup>	\$270,000
	7.	Township St.	Wicker Rd.	Jameson St.	4,300	15	Flood-related damage: nearing capacity	Replace with 21-inch pipe	\$550,000
	8. <sup>4</sup>	Moore St.	Borseth St.	Metcalf	1,600 <sup>4</sup>	8	Nearing capacity	Replace with 10-inch pipe	\$100,000
	9. <sup>2</sup>	State St.	Rita	Metcalf	300	6	Will reach capacity with State St. pump station upgrade	New 8" force main to complete replacement begun in 1993	\$14,000
		State St.	Eastern	3rd	600	8	Will reach capacity with State St. pump station upgrade	Replace with 12" gravity pipe	\$44,000

Project Type	Proj. #	Project Description/Location	Description of Deficiencies	Corrective Actions Involved	Estimated 1993 Project Cost <sup>1</sup>
Pump Stations	10.	State St. Pump Station	Nearing capacity; several developments coming on-line soon	New PS and wet well; incr. capacity to approx. 500 gpm. Add standby power	\$310,000
	11.	New pump station and 400 feet of force main in vicinity of Hawthorne at F&S Grade Road	Pump station and force main to serve subbasin 14	Estimate 300 gpm pump station and 400 LF of 6" force main	\$215,000 (pump sta) \$14,000 (force main)

Project Type	Proj. #	Project Description/Location	Description of Deficiencies	Corrective Actions Involved	Estimated 2015 Project Cost <sup>1</sup>
Pump Stations	6-B	John Liner Pump Station	Equipment beyond design life	Replace mechanical and control equipment	\$60,000
	6-B	West State Street Pump Station	Equipment nearing design life	Replace mechanical and control equipment	\$60,000
	6-B	Cook Road Pump Station	Equipment nearing design life	Replace mechanical and control equipment	\$60,000

Total Lineal Feet of Pipe Required:	11,400 (Preferred and Benchmark alternatives) <sup>2</sup>	Total cost for trunk lines	\$1,690,000 <sup>3</sup>
		Total cost for first 3 years	\$3,540,000
			\$780,000

**Notes:**

- <sup>1</sup> Estimated project cost includes construction cost times a 1.53 multiplier that incorporates a twenty-five (25) percent contingency, 8.2% sales tax, and twenty (20) percent for engineering/legal/administration.
- <sup>2</sup> The immediate need for the trunk line in Township St. from McGarigle to Wicker St is correcting flood damage. There will be a need to increase pipe capacity, but the size increase needs to be linked with an increase in size of pipe in the alley north of Sterling St. Approximately six hundred (600) LF from Highway 20 to the railroad was sliplined with twelve (12) inch liner within the last four years.
- <sup>3</sup> This improvement is required only as part of Project #10, the State Street Pump Station.
- <sup>4</sup> Associated with new pump station (Project #11).

TABLE 3-7

WASTEWATER IMPROVEMENT PROJECTS RECOMMENDED  
FOR ACTION IN MORE THAN THREE YEARS

Project Type	Proj. #	Project Description/Location	Description of Deficiencies	Corrective Actions Involved	Estimated 1993 Project Cost <sup>1</sup>
Wastewater Treatment Facilities	1.	Upgrade Treatment Plant Liquid Stream within 3 to 6 years <u>approximately 2030</u>	Nearing peak hydraulic capacity & <u>Estimated design life</u>	Renovate & expand	\$2,000,000 <u>\$30,000,000</u>
	<u>8-18.</u>	<u>Annual Plant Equipment Upgrades 2015-2030</u>	<u>Equipment at or beyond design life</u>	<u>Replace Equipment as needed</u>	<u>\$100,000/year = \$1,500,000</u>

Project Type	Proj. #	On	From	To	Length (ft)	Diam. of Present Pipe (in)	Description of Deficiencies	Corrective Actions Involved	Estimated 1993 Project Cost <sup>1</sup>
Trunk Lines—recommended within 3 to 6 years (before year 2001)	2.	Metcalf	Gibson	State St.	1,500	10, 12, 15	poor physical condition, nearing capacity	Upsize pipes by one size <sup>1</sup>	\$160,000
	3.	Alley north of Sterling St.	Jameson St.	Waste-water Treatment Plant	3,800	18	nearing capacity, bad condition	Replace with 24-inch pipe <sup>2</sup>	\$530,000
	4.	3rd St.	State St.	Waste-water Treatment Plant	1,000 <sup>4</sup>	24	nearing capacity, bad condition	Replace with 24-inch pipe	\$140,000 <sup>4</sup>
					500	18		Replace with 30-inch pipe	\$80,000

Total Lineal Feet of Pipe Required:	6,800	Preferred Alternative	\$910,000
	5,800	Benchmark Alternative	\$770,000
		Total cost 1995 through 2001 <sup>5</sup>	\$2,910,000
			\$2,770,000

Project Type	Proj. #	On	From	To	Length (ft)	Diam. of Present Pipe (in)	Description of Deficiencies	Corrective Actions Involved	Estimated 2015 Project Cost <sup>1</sup>
Trunk Lines— recom- mended within 3 to 6 years	6-40	Township	Northern	Waldron	296	15	Existing Conc Pipe beyond design life	Install CIPP Liner	\$80,000
	6-41	Northern Ave.	Metcalf	Murdock/ Puget Alley	626	10, 12	Under capacity pipe; Conc pipe beyond design life	Replace with PVC	\$285,000
	6-42	Railroad Ave.	Township	Talcott	2,079	10	Existing Conc Pipe beyond design life	Install CIPP Liner	\$290,000

Total Lineal Feet of Pipe Required:	3,002	Preferred Alternative	\$655,000
-------------------------------------	-------	-----------------------	-----------

Project Type	Proj. #	Project Description/Location	Description of Deficiencies	Corrective Actions Involved	Estimated 1993 Project Cost <sup>1</sup>
Pump Stations— recom- mended before year 2015	1.	John Liner Pump Stn at Central and Liner Rd.	Nearing end of design life	Renovate	\$50,000
	2.	Mountain View Pump Stn on Township St.	Nearing end of design life	Renovate	\$50,000
				Total Cost 2002 through 2015	\$100,000

<u>Project Type</u>	<u>Proj. #</u>	<u>Project Description/Location</u>	<u>Description of Deficiencies</u>	<u>Corrective Actions Involved</u>	<u>Estimated 1993 Project Cost<sup>1</sup></u>
<u>Pump Stations—recommended before year 2015</u>	6-B	<u>Mountain View Pump Station - 2002.</u>	<u>Nearing end of design life 2022</u>	<u>Renovate</u>	<u>\$70,000</u>
	6-B	<u>West Jones Rd Pump Station - 2005</u>	<u>Nearing end of design life 2025</u>	<u>Renovate</u>	<u>\$70,000</u>
	6-B	<u>Klinger Pump Station -2005</u>	<u>Nearing end of design life 2025</u>	<u>Renovate</u>	<u>\$70,000</u>
	6-B	<u>Hodgin Road Pump Station – 2003</u>	<u>Nearing end of design life 2023</u>	<u>Renovate</u>	<u>\$70,000</u>
	6-B	<u>Holtcamp Road Pump Station – 2008</u>	<u>Nearing end of design life 2028</u>	<u>Renovate</u>	<u>\$70,000</u>
	6-B	<u>Hospital Road Pump Station -- 2008</u>	<u>Nearing end of design life 2028</u>	<u>Renovate</u>	<u>\$70,000</u>
	6-B	<u>Fruitdale Road Pump Station – 2009</u>	<u>Nearing end of design life 2029</u>	<u>Renovate</u>	<u>\$70,000</u>
				<u><b>Total Cost 2015 through 2035</b></u>	<u><b>\$490,000</b></u>

<u>Total Lineal Feet of Pipe Required:</u>	<u>3,002</u>	<u>Preferred Alternative</u>	<u>\$655,000</u>
		<u><b>Total cost 2015 through 2035</b></u>	<u><b>\$34,065,000</b></u>

Notes:

- 1 Estimated project cost includes construction cost times a 1.62 multiplier that incorporates a twenty-five (25) percent contingency, 8.2%~~8.5%~~ sales tax, and twenty (20) percent for engineering/legal/administration.
- 2 Further study may show that the capacity needs for the pipe in the alley north of Sterling St. can be accommodated with a twenty one (21) inch pipe. For this report, a twenty four (24) inch pipe is assumed to allow for high current 11.
- 3 It may be better to slipline or install a parallel pipe due to difficult construction conditions for this deep pipe reach.
- 4 The one thousand (1,000) feet of twenty one (21) inch line is included in the preferred alternative but not in the benchmark alternative.
- 5 The higher value is for the preferred alternative, the lower value is for the benchmark alternative.

**TABLE 3-8  
UNIT COSTS USED FOR ESTIMATING  
TRUNK LINE PROJECT COSTS**

<u>Pipe Diameter, inches</u>	<u>Project Unit Cost<sup>a</sup>, \$/LF</u>
Gravity	
12	\$350.00
CIPP	
10	\$30.00
15	\$50.00

<u>Pipe Diameter, inches</u>	<u>Project Unit Cost<sup>a</sup>, \$/LF</u>
Gravity	
10	\$61.00
12	\$74.00
15	\$87.00
18	\$104.00
21	\$127.00
24	\$141.00
30	\$155.00
Force Main	
6	\$34.00
8	\$46.00

- a. Estimated project cost includes construction cost times a 1.53 multiplier that incorporates a twenty-five (25) percent contingency, 8.28.5 percent sales tax, and twenty (20) percent for engineering/legal/administration.

(Ord. 1447-03 § 2 (Exh. C) (part))

## 7.12

### SCHOOLS

The City of Sedro-Woolley does not own or operate school facilities. However, public facilities and services such as schools are vital to protect and enhance community and environmental quality. Deficiencies in school facilities might not raise severe obstacles to any single new development, but over time could cause deterioration of community quality. The City of Sedro-Woolley is ultimately responsible for assuring that adequate facilities and services, such as schools and school facilities, are available or can be made available to support planned growth. This responsibility is carried out by working with the Sedro-Woolley School District No. 1 (District) to identify needs for facilities and services based on the planned amount and location of growth. The mechanism for identifying needs is through the District capital facilities plan, which is adopted as a supplement of the Sedro-Woolley Comprehensive Plan.

The provision of an adequate supply of kindergarten through twelfth grade (K-12) public schools and K-12 public school facilities is essential to avoid overcrowding and to enhance the educational opportunities for our children.

#### A. Identifying Needs for Facilities and Services

The Growth Management Act requires the District to prepare a capital facility plan which includes an inventory of existing capital facilities owned by public entities, a forecast of the future needs for capital facilities, including the proposed locations and capacities of expanded or new facilities, and a six-year plan that will finance the expanded or new facilities. Furthermore, Chapter 15.64 SWMC requires that, as a condition of collecting school impact fees, the Sedro-Woolley School District prepare a six-year capital facility plan that describes the District's capacity needs for the six-year period of the plan and proposes funding to meet those needs.

#### B. Capital Facility Planning

The District's six-year capital facility plan should be consistent with the Growth Management Act, City of Sedro-Woolley Comprehensive Plan, and the Sedro-Woolley Municipal Code.

The full Sedro-Woolley School District Capital Facilities Plan is included in Appendix F-E of the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan.

## LIBRARIES

The City of Sedro-Woolley owns and operates one public library. Located at Memorial Park, the library is in the same complex of city-owned buildings as the Community Center and Senior Center. Annually, the library offers hundreds of programs oriented to children and families. According to staff estimates, the library hosted approximately 70,297 visitors in 2014.

### A. Existing Facility

The Sedro-Woolley library is approximately 8,000 square feet and serves 10,700 residents (2015 population), as well as a high number of non-residents (with paid library cards). Currently the library serves, on average, between 100 and 350 people per day. Last expanded over twenty-five years ago, the library has vastly exceeded its maximum capacity and now struggles to efficiently serve its population.

The exiting library is in need of a meeting room and additional storage capabilities. The staff room shares limited space with 2,500 videos/dvds, a staff office, several workstations, the computer room, and Pacific NW Reference. Seating is severely limited; there are only four tables and sixteen chairs within the building. The building has reached its capacity for shelving, thus future expansion of the collection of library materials is hindered. The limited size of the facility also limits the library's ability to meet the needs of the city's growing population. In addition, the size has a detrimental effect on accessibility for persons with disabilities.

The library lacks a quiet-study area and a space for teens to gather or work. The children's area is in unfortunate close proximity to the busy Internet stations. Many patrons wish to either access the library wireless Internet or to work independently on their laptops, however the building lacks an adequate supply of publicly available power outlets (with none near any of the tables).

Depending on activities at the nearby Senior Center, Community Center and Memorial Park, parking can also be problematic for library patrons.

### B. Projected Demand

The Sedro-Woolley library currently boasts a collection of some 64,000 items. Based on projected population estimates of 17,069 city residents by 2036, that collection will need to expand to 130,000 to 140,000 items. While print books are now accompanied by electronic books (only 10% to 15% of books published today are also available in an e-format), overall circulation continues to rise. In the future that a mixture of physical and e-materials is expected to be in high demand.

To accommodate future growth, new library space is needed. Recommended averages for public library building size vary from one square foot per resident to two square feet per resident. 1 square foot per resident is somewhat substandard; 1.5 sf per resident considered is adequate/good; and 2 square feet or more per resident is generous. The current library space is 0.75 square feet per resident. The library in the neighboring City of Burlington has approximately 2.6 square feet of library per resident.

Improvements to the library's power and broadband infrastructure are also needed. For library patrons to fully take advantage of the growing collection of e-books, online library databases and for online research in general, the library will need a faster broadband connection. Many patrons do not have computers at home or do not have fast Internet connections at home – therefore they depend on the library network for everything from filing income taxes, to job searches, to accessing health and social services. The current buildings electrical and broadband capacity has reached capacity which limits the library's ability to better serve emerging electronic media technologies.

A library is no longer just about the books – the primary purpose of a library is to serve people. A library is where people can gather; where civic engagement is provided; where programs are given; where learning is achieved; where high speed technology is accessed; where meetings are accommodated. As the city’s population rises, so does the number of patrons looking to access the library’s resources. Meeting spaces, class spaces, tutoring spaces, technology training labs and study spaces are currently not available in this community, but are frequently requested.

One mandate the library has been steadily working on is early learning. If children can be kindergarten ready by the age of 5, then education costs overall are greatly reduced – and better yet, a much greater percentage of children will continue to learn successfully throughout their entire lives. A well-educated and highly capable work force brings economic benefits the community, and the library offers a gamut of initiatives towards that goal. Programs such as Baby Time, Toddler Story Time, Preschool Story Time, Play & Learns (a deeper, more extensive experience featuring literacy, math, and science activities) and Summer Reading Programs (often hosting 75 to 200 people per event) are integral to creating a well-educated community. The need for services offered to older adults will grow substantially in the future. There will be a rising demand for public places for the semi-retired and retired to engage in civic discussions, to learn new tasks and activities and to stay healthy & mentally active.

Future planned programs (particularly tween and teen activities) cannot be offered until additional resources and space is available. Adult programs at the library have also been extremely successful (craft, food, discussion groups, technology, photography, etc.) and are in increasingly high demand. Similarly, resources and space limitations prevent further expansion of these services.

A 24,000 to 32,000 square foot library building would offer extensive meeting spaces; tutoring

rooms; a teen center; space to grow the book collections; a Children’s/Early Learning wing; a technology learning lab; and room for multiple crafts and classes. A small business center would also be a wonderful addition to this library site. Public libraries can provide excellent economic development resources. The addition of more space will accommodate the libraries mandate to provide high quality materials and programs to a greater number of residents.

#### **D. Financing**

Projected costs will have to be carefully considered. The most cost-effective idea for providing additional space would be to retrofit an appropriate existing structure (it could potentially save anywhere from 2/3 to 3/4 of the costs of a new build). If the space were one-story (a two-story structure requires at least one elevator, as well as sufficient staff to safely manage the upper floor) and of an open floor plan – this would greatly enhance both space flexibility, and the maximum utility of space. In addition, the floor would have to be able to support the weight of heavy book shelves. Automatic doors, wide pathways, flat walking surfaces, would also have to be considerations for meeting American Disabilities Act requirements.

A new concept in libraries financing is to offset the cost of library renovations and expansions by renting a portion of the property to a carefully compatible commercial or retail entity – thereby subsidizing the costs of the additional Library space. Such possible revenue sources include the addition of a small café for coffee or light edibles, or a library gift shop run by volunteers.

To keep additional staffing costs to a minimum; self-checkout stations would allow increased access for patrons at a very cost-effective rate. Good sight lines within the building would also allow strategic placing of staff to maintain safety and efficiency.

The latest advances in energy technology could assist in keeping potential costs down, as well. Energy efficiency in insulation, solar panels, airtight windows, etc., would all be good economic strategies for additional space.

In addition to general funds used for capital library projects – a proposition that is financially unviable – typical funding sources include grants and bonds (for example voter approved bonds or councilmanic bonds). Funding through the Washington State Capital Budget is also available through the legislative appropriation process. Grant funding opportunities for libraries abound. However, the majority are for programs and materials – very few are available for capital/building. Those grants that do provide money for capital facilities improvements are highly competitive. Funding sources are offered by both public and private sources. Private entities such as Target,

the Gates Foundation, the Skagit Community Foundation, Boeing, and other corporate entities all provide library grant opportunities. Federal grants may also be available, such as grants for Rural Community Centers. In addition, there are a few low-interest, long term loans available.

Other funding mechanisms include public-private cooperative funding and public partnerships. Using private funds raised through grass-roots community fundraising campaigns can be used as matching money to leverage larger grants. Public support for such a project in a community is essential to successfully organizing capital fund-raising campaigns and obtaining grant funding. Working cooperatively with other libraries to regionalize library services is another option.

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## FIRE PROTECTION

Fire protection in the Sedro-Woolley UGA is provided by the city of Sedro-Woolley fire department (hereinafter referred to as the "SWFD" or "department"). The SWFD contracted with Les Flue of Management Solutions to prepare its Audit and Analysis for Strategic Planning and Growth Management in 1994 and with Emergency Services Education & Consulting Group in 2002 for update of this plan. The need for new fire personnel and facilities is directly related to population, response times and other demographic trends such as birth rate, housing, and employment trends. These trends are an important tool in predicting the fire protection service needs of the community, personnel and equipment requirements and the location, size and capacity of new fire facilities.

### EXISTING PERSONNEL AND FACILITIES

The SWFD protects an area of approximately fifty-nine (59) square miles and services the city of Sedro-Woolley and areas of Skagit County Fire District 8. Compensation is received from the district for services rendered to areas outside the city boundaries as defined by an interlocal agreement. The population served is approximately ~~eight thousand eight hundred five (8,805)~~10,700 in the city and more than ~~seventeen thousand (17,000)~~19,000 district-wide. The department provides fire protection services, basic life support services, annual fire inspections, plan review services and emergency management. Educational services are also provided for limited fire prevention, juvenile fire intervention, CPR and first aid.

Department personnel consists of one paid fire chief, one paid assistant fire chief / training officer, four part time firefighters, one paid part-time secretary and thirty-seven (37) volunteer firefighters. The SWFD operates out of two fire stations which houses all of the department's equipment. The newest station (located on the northern edge of the city)

was paid for by a federal grant. There are twelve resident volunteers between the two stations who work staggered shifts with at least four on duty each night. A duty officer is on call from six p.m. to six a.m. each night and twenty-four (24) hours on weekends and holidays. Department personnel consists of one paid fire chief, two paid firefighters, one paid part time secretary and thirty seven (37) volunteer firefighters. The SWFD operates out of one fire station ("Station #1") which houses all of the department's equipment. A bond levy was passed in 1996 to replace the current station in 1998. There are seven resident volunteers at the headquarters station who work staggered shifts with at least two on duty each night. A duty officer is on call from six p.m. to six a.m. each night and twenty four (24) hours on weekends and holidays.

— In 2002, the department received one thousand four hundred forty six (1,446) calls of which sixty-six (66) percent were for emergency medical service. Average response time from Station #1 is five to six minutes. In 2015, the department received two thousand one hundred twenty-two (2,122) calls of which seventy-five (75) percent were for emergency medical service. Average response time from both stations is five to six minutes.

In 2016 the SWFD budget is approximately one million, two hundred and ten thousand dollars (\$1,210,000.00), paid from the general fund. Fire District 8 has a contract with the city to provide service in areas that they cannot. The city receives approximately two hundred sixty-seven thousand dollars (\$267,000.00) per year from District 8 on a per call basis which is routed to the general fund. The SWFD also contracts services to the Skagit County Emergency Medical Service (EMS) for regional medical assistance and contracts with State of Washington to provide service to the Center for Innovation and Technology (formerly Northern State Hospital Campus). The SWFD budget is approximately five hundred sixty five thousand one hundred forty dollars (\$565,140.00), primarily generated through general fund expenditures. Fire Dis-

trict 8 has a contract with the city to provide service in areas that they cannot. The city receives approximately another ninety four thousand dollars (\$94,000.00) per year from District 8 on a per call basis which is routed to the general fund. The department has mutual aid agreements with all of Skagit County.

The capital facilities inventory for the department is listed in Appendix A set out at the end of this chapter.

### PROJECTED NEED

There are several factors for evaluating the fire protection service needs of the community, personnel and equipment requirements, and the location, size and capacity of new fire facilities. The three key factors are operational (the ability to operate on the fireground with the sufficient number of resources to manage the incident); time response (the ability to deploy resources within a time frame that will enable the department to arrive in time to be the most effective on a given incident); and tactical (the ability to deploy sufficient equipment and manpower in a timely manner). On an operational basis a minimum of crew of two firefighters is required to handle a hose stream and at least one back-up crew must be maintained ready when a crew is inside fighting a fire. The maximum duration which a crew can work a fire ranges from twenty (20) to sixty (60) minutes. In addition, other functions are carried on during a fire requiring additional personnel. In Sedro-Woolley, most responses to fires are being met with one and two person crews. The smaller the initial response, the less likely the department can carry out its functions in an efficient and effective manner.

On a time response basis, if the department cannot respond in a timely manner, the fire could spread beyond the ability to effectively control it, or a patient's condition can deteriorate beyond the time at which intervention can be successful. With a fire, intervention should take place with seven minutes from the initial appearance of the fire. A

response within four minutes is needed to intervene on behalf of a heart attack victim. Fire and emergency apparatus should be placed at locations from which an optimum response can be achieved. The current placement of the fire station is within three to five minutes of the majority of the area being evaluated. Secondary to the placement of the station is the ability to get the apparatus out of the station quickly. During the day the chief and a firefighter four firefighters are available and resident volunteers during the evening which provides a minimum crew around the clock. While, the SWFD is averaging 4.22 minutes to fires within the city limits and seven minutes in the fire district, the department is arriving with too few people to provide an effective and efficient initial and sustained attack. Additional crews may take over seven minutes to arrive. The identified response time objective of the SWFD should be to arrive within three to five minutes. Average response time in the department's centralized area (where the one main station is located) is five to six minutes, but ten (10) to eleven (11) minute responses can be expected in the further reaches of the service area. With the construction of the When the department builds a second station in the property they currently own in the in the northeast corner of the city, the extended response times in those areas should be significantly reduced. The department is meeting this seventy-six (76) percent of the time. The department should establish a goal of arriving within this response time with an initial attack size crew of twelve (12) firefighters. The goal for EMS services should be a response time of 7.5 minutes.

On a tactical basis, standards are set in place that are used (either legally or operationally) as a basis in determining how well a department provides its level of service. The department must work to maintain an effective deployment of equipment and personnel in emergencies by striving to achieve minimum fire attack crew sizes, sufficient manpower or personnel to provide adequate resources at medical emergencies and adequate resources to fulfill the tactical requirements of other situations. The

recommendation for Sedro-Woolley is to work within the existing resources to provide adequate manpower and equipment for emergency situations and develop closer cooperation and working arrangements with neighboring departments.

Other basis used to evaluate the fire protection services of a community are: economic (the economic base of the community, the ability to provide the appropriate facilities as needed, and the community's ability to financially support these facilities); safety (the department's ability to safely operate); and per capita (the aggregate cost of personnel and equipment on a per capita basis).

### PROJECTED DEMAND

Among the needs over the next twenty (20) years will be the recruitment and training of paid firefighters and volunteers. In addition, support personnel and administrative capabilities must be increased to meet the future demand needs.

LOS service standards developed for the SWFD have been based on recognized standards adopted by the Insurance Services Offices and discussions with elected officials. Washington municipalities are analyzed by the Washington Survey and Rating Bureau using standards adopted by the ~~1974~~ 2013 Schedule and Grading Schedule for Municipal Fire Protection. The recommended LOS standards for the department are as follows:

1. The basic fire flow requirements is three thousand five hundred (3,500) g.p.m. This basic fire flow is used to determine the effectiveness and number of firefighting apparatus that will be provided. In order to provide this fire flow, the department needs sufficient first due pumpers whose aggregate pumping capacity meet or exceed this value and at least fifty (50) percent of this pumping capacity in reserve.
2. All apparatus and equipment shall be properly equipped so as to effectively fulfill its

function and in accordance with NFPA, State and Federal Regulations and Guidelines. Fire apparatus should be evaluated for replacement after approximately ~~twelve (12)~~ twenty years service or when mileage is in excess of fifty thousand (50,000) miles. Currently the department has this capability, ~~however, several pieces of equipment are scheduled for replacement as set forth below:~~ with the Capital Facilities Replacement Plan within the City's ERR fund.

~~Capital Facilities Replacement Plan (with Six year replacement highlighted) (See Appendix A set out at the end of this chapter.)~~

3. Adequate support apparatus and equipment shall be maintained to allow the department to effectively serve its functional needs.
4. In order to respond in a manner and a time consistent with response standards, the department stations and equipment shall be positioned so that first alarm apparatus consisting of two engines shall be positioned within 5.5 miles of primary residential districts and 3.5 miles from commercial districts. It may be necessary to require additional fire protection or units. Currently the department has this capability, ~~however, several pieces of equipment are scheduled for replacement as set forth above for those buildings and occupancies outside of the response area.~~

### IMPACT FEES (Appendix A set out at the end of this chapter.)

#### Impact Fees for Residential and Commercial Structures

Fire impact fees are charges paid by new development to reimburse the city for the capital cost of new capital facilities that are needed to serve new development and the people who occupy or use the new development. Fire impact fees are paid by new

development (residential and non-residential) based on the type of land use. Impact fees are typically charged on the basis of size of the development (i.e. number of dwelling units or number of square feet of development) and type of development. A developer who contributes land, improvements or other assets may receive a “credit” which reduces the amount of impact fee that is due. The methodology and calculations for the fire impact fee rate are set forth in the department’s Audit and Analysis for Strategic Planning and Growth Management (updated in 2003-2016 and in Appendix A set out at the end of this chapter), which is available at the offices of either the fire chief or city planner.

## GOALS AND POLICIES

**Goal FD1.1: To assure that capital improvements necessary to carry out the comprehensive plan are provided when they are needed.**

Policy FD.1: Maintain safe and effective fire department capital equipment.

Policy FD.2: Provide capital facilities and equipment within the Level of Service standards adopted by the city.

Policy FD.3: Fire stations will be constructed in a cost-effective manner with maximum consideration for function, reasonable comfort, and optimized energy conservation.

Policy FD.4: Adequate support facilities including fire administration, fire maintenance operations, warehousing facilities, self-contained breathing apparatus repair, and fire training will be constructed and maintained to support the effective delivery of services.

Policy FD.5: Require all residential and commercial construction outside the level of service standards adopted by the city to install approved automatic sprinkler systems, or other mitigation measures agreed upon by the city.

Policy FD.6: Provide a public education program to inform and educate citizens in fire safety issues that will promote prevention of fire and promotion of life safety.

**Goal FD2: To manage land use change and develop city facilities and services in a manner that directs and controls land use patterns and intensities.**

Policy FD2.1: Establish the fire department service delivery system as an “urban service” requiring concurrency under the Growth Management Act.

Policy FD2.2: The following levels of service guidelines should be used to determine the impacts of new development upon existing facilities:

1. The basic fire flow requirement (as determined by the Insurance Services Organization (ISO) Grading Schedule) is three thousand five hundred (3,500) gallons per minute. In order to provide this fire flow, the department will maintain sufficient first due pumpers whose aggregate pumping capacity meets or exceeds this value and at least fifty (50) percent of this pumping capacity in reserve.
2. All apparatus and equipment shall be properly equipped so as to effectively fulfill its function and in accordance with NFPA, state and federal regulations and guidelines.
3. Adequate support apparatus shall be maintained to allow the department to effectively serve its functional needs.
4. In order to respond in a manner and time consistent with response standards, the department stations and equipment shall be positioned so that First Alarm apparatus consisting of two engines will be positioned within 5.5 miles of primary residential districts and

3.5 miles from commercial districts. It may be necessary to require additional fire protection or mitigation for those buildings and occupancies outside of the response area.

A copy of the SWFD's Audit and Analysis for Strategic Planning and Growth Management is available for review at the planning department office or at the office of the fire chief.

(Ord. 1447-03 § 2 (Exh. C) (part))

## POLICE PROTECTION

### EXISTING PERSONNEL AND FACILITIES

Police protection in the Sedro-Woolley UGA is provided by the city of Sedro-Woolley police department (hereinafter referred to as the “SWPD” or “department”). The need for new police personnel and facilities is directly related to population, crime rates, response time and other demographic trends such as birth rate, housing and employment trends. These trends are an important tool in predicting the police protection service needs of the community, personnel and equipment requirements and the location, size and capacity of new police facilities.

The SWPD has recently been reorganized and operates with one chief, one patrol/administrative sergeant, two patrol sergeants, one detective and seven patrol officers, for a total sworn strength of twelve personnel. Four additional patrol positions have been authorized but not realized due to long waits for Academy spots and lengthy background checks (January 2015). The department also has five non-sworn employees, consisting of one code enforcement/animal control officer, one records supervisor, one records clerk, one part time receptionist/records clerk and one part time transcriptionist. The FBI recommendation is for two officers per one thousand persons. Utilizing this standard, the SWPD should have a sworn force of twenty officers, based on an estimated population of 10,700. The SWPD currently operates with one chief, one patrol/administrative sergeant, one detective sergeant, one detective and eight patrol officers, for a total sworn strength of twelve (12) personnel. The department also has seven non-sworn employees, consisting of one code enforcement/animal control officer, one records clerk, four dispatchers and one administrative secretary. The FBI recommendation is for two officers per one thousand population. Utilizing this standards, the SWPD should have a sworn force of fifteen (15) officers, based on an

estimated population of seven thousand five hundred forty (7,540).

In 1994, when this plan was initially done, the SWPD responded to 7,484 calls for service per year. That was a fairly average number until we saw a serious upswing in numbers for 2003-2008, culminating in 10,026 calls in 2008. Those call numbers have steadily decreased back to a total of 8,314 calls for service by the end of 2014. Many factors affect these numbers, a huge difference has been changes in Jail population/the ability to book prisoners and case law (changing driving suspended to an infraction) that has forced some changes away from proactive patrol, which generates a lot of these numbers. In 1994, the SWPD responded to seven thousand four hundred eighty four (7,484) calls for service (an average of twenty six (26) calls per twenty four (24) hour period). Although statistics indicate that the number of calls per month have decreased (1994—six hundred thirty one (631); 1995—six hundred two (602), what is reflected is a change in record keeping with the actual number of calls having increased.

Population increases alone do not appear to be an accurate indicator of call load for the SWPD. Service calls are more closely linked to daytime population and traffic loads; however, the percentage of calls which are officer-generated traffic citations has increased slightly.

In addition, the population with which the SWPD interacts is not limited to residents living within the urban growth boundaries but also includes a large population within the county surrounding the UGA and individuals traveling briefly within the community.

To maintain current levels of service, officers per thousand population is not an adequate indicator. The department strives to maintain a response time of less than under five minutes to “in progress” calls. In addition, the department is working with various other City Departments, Code En-

forcement and the City Supervisor to improve the quality of life for the citizens of the City. The SWDP is focusing on changing behavior from the smallest issues like junk vehicles and improper parking to undercover drug buys and neighborhood decay.

The SWPD hasn't been able to develop programs or provide a School Resource Officer, due to a lack of manpower. Instead we have broadened the scope of work that the general patrol officer does to include teaching at the Skagit Valley College, speaking at the schools, participating in activities at the Boys and Girls club and investigating crimes including serious felonies. Most agencies have specialized units or Detectives to handle this sort of work, we have more of a "jack of all trades" approach has committed approximately one officer to activities associated with juvenile crime prevention, including the campus officer and DARE which require manpower levels related to school population (not exclusively related to growth inside the city limits).

### **PROJECTED NEED**

Assuming that calls for service are related somewhat to residential increases, but more dramatically to daytime population and traffic loads, it is anticipated that the demand for sworn and non-sworn personnel will continue to increase.

The biggest need for the immediate future will be technology and personnel. First, technology needs come in several different areas. The SWPD's entire reporting system is part of a county-wide Spillman network that is maintained by the County and paid for by all users. All of the SWPD's Patrol vehicles have Mobile Data Terminals that access the Spillman system through a mobile network provided by the City of Mt Vernon. The SWPD's 911 call-taking and Dispatch services are provided by a consolidated 911 Center in Mt Vernon. Each participating agency pays into this system for maintenance and upgrades. The industrial sector at both Sunset Industrial Park and Skagit Plant is experiencing in-

creased growth which will require an increased demand for law enforcement activities. It is also anticipated that the commercial sector will gradually continue to expand. Population by the year 2000 is projected to be nine thousand one hundred thirty-five (9,135) people inside the UGA, while by the year 2015, the population is estimated to be twelve thousand thirty (12,030) within the Sedro-Woolley urban growth area. It is anticipated that the calls for service will continue to be based on factors in addition to population including retail and industrial development and school district growth.

Likewise, expanding city limits based on the urban growth boundaries and internal residential development will begin to stretch the "in progress" response time beyond five minute. This will necessitate the use of beat configurations with minimum staffing requirements. Utilizing the FBI standards for a population estimated at ten thousand seven (10,007) by the year 2005 (with a population base of approximately nine thousand (9,000), the department will need a force of eighteen (18) sworn officers with a breakdown of one chief, one captain, one detective sergeant, two patrol sergeants, two detectives and eleven (11) patrol officers. By the year 2015, the department will need a contingent of twenty three (23) sworn officers, with a breakdown of one chief, one captain, one detective sergeant, three patrol sergeants, three detectives and fourteen (14) patrol officers. The department will also need adequate non-sworn support personnel. It is estimated that three patrol officers per shift fielded twenty four (24) hours a day is presently required while by 2001 and by the year 2015, four officers per shift will be fielded twenty four (24) hours per day.

### **PROJECTED DEMAND**

Table 7.20.1 shows the current, authorized staffing on the left and the ideal projected need for staffing and vehicles on the right. Annotations in bold italics are needed but not acquired or hired. The needs are mainly determined by current staffing and what the SWPD currently needs to accomplish the

department's goals. As previously mentioned a force encompassing eighteen (18) sworn officers will be needed by 2005 while a force of twenty-three (23) sworn officers will be needed by 2015. In addition, an increased number of non-sworn personnel will also be required.

Table 720.1

Current Staff		Projected Need	
Chief	Vehicle	Chief	Vehicle
Administrative Sergeant	Vehicle	Lieutenant	Vehicle
Detective	Vehicle	Administrative Sergeant	Vehicle
Detective Pending	Vehicle	Detective	Vehicle
Patrol Sergeant #1	Vehicle	Detective Pending	Vehicle
Officer	Vehicle	Patrol Sergeant #1	Vehicle
Officer	Vehicle	Officer	Vehicle
Officer	Vehicle	Officer	Vehicle
Officer	Vehicle	Officer	Vehicle
Officer Pending	Vehicle	Officer	Vehicle
Patrol Sergeant #2	Vehicle	Patrol Sergeant #2	Vehicle
Officer	Vehicle	Officer	Vehicle
Officer	Vehicle	Officer	Vehicle
Officer	Vehicle	Officer	Vehicle
Officer Pending	Vehicle	Officer	Vehicle
Officer Pending	Vehicle	Patrol Sergeant #3	Vehicle
Records Supervisor		Officer	Vehicle
Records		Officer	Vehicle

Clerk			
Part-Time Reception		Officer	Vehicle
Part-Time Transcription		Officer	Vehicle
Code Enforcement	Vehicle	School Resource Officer	Vehicle
		Records Supervisor	
		Records Clerk	
		Full-Time Records Clerk	
		Full-Time Reception Records Transcriptionist	
		Code Enforcement	Vehicle

An additional need is for critical infrastructure-communications. As of 2015 the SWPD has partnered with the Sedro-Woolley School District to add a radio repeater to an existing tower. This will allow for complete portable radio coverage for the entire City. More infrastructure will be necessary to tie into a bigger, county-wide communications network.

With the advent of tablet computers, the SWPD sees the need to add these items to its inventory. The capability to have an entire database of people, vehicles and reports exists now. The only thing preventing that is the cost of outfitting each officer and

maintaining the systems and computer memory needed.

Another technology that is needed is body cameras for each officer. Current legislation hasn't kept pace with this popular tool, but when it does, the reality of having video and audio recordings of officer interactions will be extremely valuable and necessary in the future. As it stands, other states have enacted laws requiring video evidence. Video surveillance options have very broad applications and would be extremely useful in deterring and reporting crime. The only bar to adopting many of these options is the initial cost and maintaining the storage of video records.

Finally, there are several options for equipping patrol officers with night-vision capabilities. This technology is a bit expensive, but affordable. Having this would allow a more thorough ability to locate criminals hiding in the dark. Capital facilities planning begins with working space. The current police facility is inadequate in size to meet the needs of the department. In addition, the structural integrity of the facility is not sufficient and does not meet mandated ADA standards. The need for the new facility is immediate which should be centrally located and constructed to meet the size demands for the next six years with room for expansion to meet the size demands projected for the year 2015. In 1998, the police department will be adequately housed with the fire department in a new facility at Puget and Metcalf Streets.

Additional police cars will be necessary as the size of the department increases. A minimum of one patrol car per officer is required, as well as administrative vehicles. This will require new purchase consistent with hiring staff in addition to replacement, which is recommended every five years.

### **PROJECTED COSTS**

The projected cost increase for personnel and vehicles to meet the ideal staffing level for the Department. Due to the inadequacy size of the current

police facility, one of the major capital projects will be the construction of a new police facility. During a recent bond levy for a combined police/fire facility, it was estimated that the cost to construct a police facility as an addition to the fire station would be one hundred sixty five thousand dollars (\$165,000.00.) The combination of the police/fire facility in 1998 is a logical plan since it centralizes the city's public safety functions.

Night vision units are about \$4,000 each. Rotating in three per year would be \$12,000 per year.

Body worn cameras are about \$900 each. Rotating in three per year would be \$2,700 per year.

Tablets compatible with our system and associated software are about \$1,200 each. These would probably be rotated in at 6 per year, for \$7,200 per year.

There is no way to estimate at this time what proposed radio infrastructure costs would be as this is a shared cost amongst numerous agencies. Users of the system would most likely be assessed a portion of the cost for necessary repairs and various grants would be sought to assist. It is estimated that it takes approximately twenty five thousand dollars (\$25,000.00) to provide the capital equipment per police officer which includes approximately twenty three thousand dollars (\$23,000.00) per police vehicle and two thousand dollars (\$2,000.00) for equipment which includes uniforms, weapons, etc. Turn over for equipment occurs approximately every five years with an average of two vehicles turned over per year. In the city of Sedro Woolley each officer and detective is assigned a separate vehicle. Based on this rate of turn over, it is estimated that from 1995 to 2001, twelve (12) replacement vehicles will be required at a total cost of two hundred seventy six thousand dollars (\$276,000.00) In addition, the introduction of six new sworn personnel will require an capital outlay of approximately twenty five thousand dollars (\$25,000.00) per each officer at a cost of one hundred fifty thousand dol-

lars (\$150,000.00) by the year 2001. In summary, total estimated capital facilities costs for capital purchases (not including office equipment) is four hundred twenty six thousand dollars (\$426,000.00) by 2001, and using the same cost breakdown established above an estimated nine hundred twenty thousand dollars (\$920,000.00) for replacement of existing capital equipment and two hundred seventy five thousand dollars (\$275,000.00) for new capital equipment for a total cost expenditure of one million one hundred ninety five thousand dollars (\$1,195,000.00) by the year 2015. Capital costs are only a small component of the costs to operate a police department, however, with the majority of the expenditures occurring in the areas of personnel and training. The ability to generate revenues to offsets the impacts associated with the operation of a police department is limited. Impact fees can only be assessed on new development when a SEPA is generated. Since the police department is part of the general fund, capital facilities need to be budgeted for under general property tax.

	Wages and Benefits (Average)	Vehicle plus outfitting
<u>Commissioned Officer</u>	\$100,000	\$40,000
<u>Lieutenant position restructure-no new position</u>		\$40,000 (Lt. Vehicle)
<u>School Resource Officer</u>	\$25,000 our share (\$75,000 SW School District)	\$10,000 our share (\$30,000 SW School District)
<u>Records Clerk-Part time to full</u>	\$70,000 increase to Full-	

<u>time</u>	<u>Time with wages and benefit increase</u>	
<u>Reception-Records-Transcription Part time to full time</u>	\$70,000 increase to Full-Time with wages and benefit increase	
	\$565,000 estimated increase	\$210,000

## GOALS AND POLICIES

**Goal F04PD1.1: To assure that capital improvements necessary to carry out the comprehensive plan are provided when they are needed.**

Policy F04PD1.1: Maintain safe and effective police department capital equipment.

Policy F04PD1.2: Provide capital facilities and equipment within the level of service standards adopted by the city.

Policy F04PD1.3: Provide the technology and supporting services to accomplish the Police function. A police station will be constructed in a cost-effective manner with maximum consideration for function, reasonable comfort, optimized energy conservation, and future expansion.

Policy F04PD1.4: Provide current and future citizens of the City of Sedro-Woolley a safe and enjoyable place to live, raise families and work. Adequate support facilities including police administration, police maintenance operations, warehousing facilities, and law enforcement training will be constructed and maintained to support the effective delivery of services.

| Policy ~~FD~~PD1.5: Provide a public education program to inform and educate citizens in crime prevention issues that will promote prevention of crime and promotion of life safety.

| **Goal ~~FD~~PD2: To manage land use change and develop city facilities and services in a manner that directs and controls land use patterns and intensities.**

| Policy ~~FD~~PD2.1: Establish the police department service delivery system as an “urban service” requiring concurrency under the Growth Management Act.

(Ord. 1447-03 § 2 (Exh. C) (part))

## STORM WATER MANAGEMENT

### EXISTING FACILITIES

The City of Sedro-Woolley stormwater system currently serves residents living within the city limits (Figure CF-3). The city operates and maintains the Municipal Storm Sewer System (MS4) under the requirements of the State of Washington National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Permit. Facilities include the conveyance network consisting of pipelines, drainage ditches, culverts, catch basins, man-holes, pump stations, stormwater detention and treatment facilities, Low-Impact Development facilities and outfalls to the Skagit River. The most recent Stormwater Management Plan was completed in 1997.

Private storm sewer systems discharging to the MS4 exist throughout the city. These systems fall under the requirements of the NPDES Permit, and are regulated by the City. Private systems include ditches, culverts, pipelines, catch basins, oil-water separators, detention and treatment facilities, Low Impact Development facilities and pump stations. The scope of the city's storm water system is limited. The city system consists of a network of pipes, storm catch basins, manholes, and drainage ditches which has been developed as needed or on a project-by-project basis as development has occurred. Ultimate discharge is into Brickyard Creek which drains into the Skagit River. The existing system has not been adequately mapped or documented. The city staff has not been able to provide needed assistance to developers and citizens in this area. The city street department has taken on the obligation of maintaining this system by default and has done minimal upkeep due to lack of dedicated funding sources to do the necessary improvements.

After the 1990 floods, the city has joined Skagit County in forming the Skagit Sub flood Control District. This entity was entrusted to levy drainage

fees and maintain the Brickyard Creek drainage channel. The city obtained a Stormwater Management Plan Grant from the Centennial Clean Water Fund to study the drainage patterns in the urban growth area and to develop a plan and strategy to alleviate drainage issues. The development of the study has been conducted with the cooperation of local citizens and city, county and state agencies. Upon completion of the study, development of applicable strategies and establishment of a funding source, the city of Sedro-Woolley in conjunction with other jurisdictions will work to alleviate drainage problems within the UGA.

#### Pipelines, Culverts and Ditches

Pipelines of various sizes ranging from eight inches to forty-eight inches in diameter and totaling 199,840 lineal feet, culverts totaling 7,464 lineal feet and open ditches totaling 58,835 lineal feet convey stormwater to nine discharge points to public or private systems and 26 outfall points to receiving waters including Brickyard Creek, Willard Creek, Hansen Creek and the Skagit River. The system includes 1,920 catch basins, 14 control structures, eight drywells, one oil-water separator and two pump stations. Pipelines include gravity lines and force mains (pressure pipes). The city's primary responsibility is for the main storm sewers, culverts and ditches in streets and other rights-of-way, as well as for systems serving municipal properties. Private systems discharging to the MS4 are the responsibility of the property owners from the point of discharge to the MS4.

#### Pump Stations

Pump stations are required when natural topography does not allow for gravity flow to the point of discharge to the gravity system. A pump station receives flow from one area by gravity and pumps that flow over a topographic ridge to continue to the gravity system and ultimately to the outfall. Sedro-Woolley currently owns and maintains 2 stormwater pump stations. There are 7 privately owned and maintained stormwater pump stations within the city.

### Stormwater Detention and Treatment Facilities

The MS4 includes 21 municipal facilities, including 13 Stormwater Detention and Treatment ponds, 2 Raingardens, 4 Underground Storage/detention systems, 1 Ecology Embankment, and 1 Rainstore system. The city also monitors maintenance of 72 private facilities consisting of Stormwater Detention and Treatment Ponds, Raingardens, Underground Storage/Detention Systems. Inventory of the private systems is under way but not complete as of 2014.

### Brickyard Creek

Brickyard Creek is a 24,500 lineal foot combination of natural and man-made streambed classified as waters of the state and fish-bearing stream. This water body was formerly maintained by the Skagit County run Sedro-Woolley Sub-Flood Control District, and is the discharge point for approximately 40% of the city's drainage. 95% of Brickyard Creek lies within the city limits, and the remaining portion is in the UGA. Responsibility for Brickyard Creek was assumed by the city in January 2012. The city maintains the remaining 5% of the Creek under an Interlocal agreement with Skagit County.

### Flooding

Portions of the city are subject to periodic localized flooding, mainly due to backwater conditions on Brickyard Creek created during peak stormwater events. Certain locations on the Creek, including the North Reed/Brickyard Meadows intersection, portions of Lucas Drive, Independence Boulevard, and the Golf Course, experience short term surcharging during rainfall events greater than a 10-year event (2.6 inches in 24 hours). A 2013 study completed of the SR20 Stormwater Conveyance System identified two undersized culverts on Brickyard Creek between Holtcamp Road outfall and Hodgin Road as contributing factors. Regular maintenance of the creek channel over the past few years has mitigated this condition somewhat. The older portion of the city south of SR20 does not have significant flooding issues. The ongoing Gen-

eral Investigation study being completed under the auspices of the Corps of Engineers will need to be monitored carefully as some alternates for mitigation of Skagit River flooding may impact the 100 year flood level within the lower portion of the city, as well as threatening the Wastewater Treatment Facility.

### **PROJECTED NEED**

Like many jurisdictions in the Northwest, surface water management has historically been considered a funding priority after a major storm event. Two main problems exist in Sedro-Woolley: 1) Water quality in Brickyard Creek and the Skagit River is poor due to many factors including nonpoint source of pollution and frequent flooding; and 2) Localized flooding during peak stormwater events. ~~No stormwater management plan exists which identifies water quality improvements. The 1990 floods showed that a significant need existed within the community to solve surface water problems, however, a lack of dedicated funding sources has hindered Sedro-Woolley from dealing with these problems.~~

### **Stormwater Management Plan**

The 1997 Stormwater Management Plan identified deficiencies in the MS4 system at the time the report was prepared, and included a project list to address these deficiencies, as well as ongoing maintenance issues. The recommendations of the plan were largely unmet in subsequent years. Update of the plan is needed to reassess previously identified deficiencies, and to address significant development that has occurred in the past 18 years.

### **Water Quality**

The State of Washington NPDES Phase II permit, first issued in 2007 and renewed in 2013, requires the city to operate and maintain the MS4 system in such a manner as to protect and improve water quality for the identified water bodies, in this case the Skagit River, Brickyard Creek, Hansen Creek and Willard Creek.

The city formed a Stormwater Utility in 2008 to provide a regular source of funding for ongoing maintenance and for correction of deficiencies. The initial rate set for the utility was insufficient to deal with deficiencies identified in the 1997 Plan, but did allow for initial steps to address water quality requirements of the NPDES Permit. The Public Works Department has dedicated Operations staff to maintenance, performance and documentation of maintenance activities, and has tracked and reported progress as required by the Permit. A rate increase effective January 1, 2015 is projected to bring maintenance funding up to the level required by the NPDES Permit, but still does not address deficiencies

in the system. Funding for the correction of deficiencies is an ongoing discussion item, and will be addressed in the Stormwater Plan update.

The GMA requires that level of service (LOS) service standards be established for services provided by the local jurisdiction as part of capital facilities planning. LOS standards are quantifiable measures of public services the city provides to the present and future residents and businesses within the UGA. They allow the city to assess deficiencies in the services it provides and define maximum threshold standards that must be met by the existing and new facilities to avoid under-served growth.

**PERCENT OF CAPACITY LOS  
FOR STORM WATER SYSTEM**

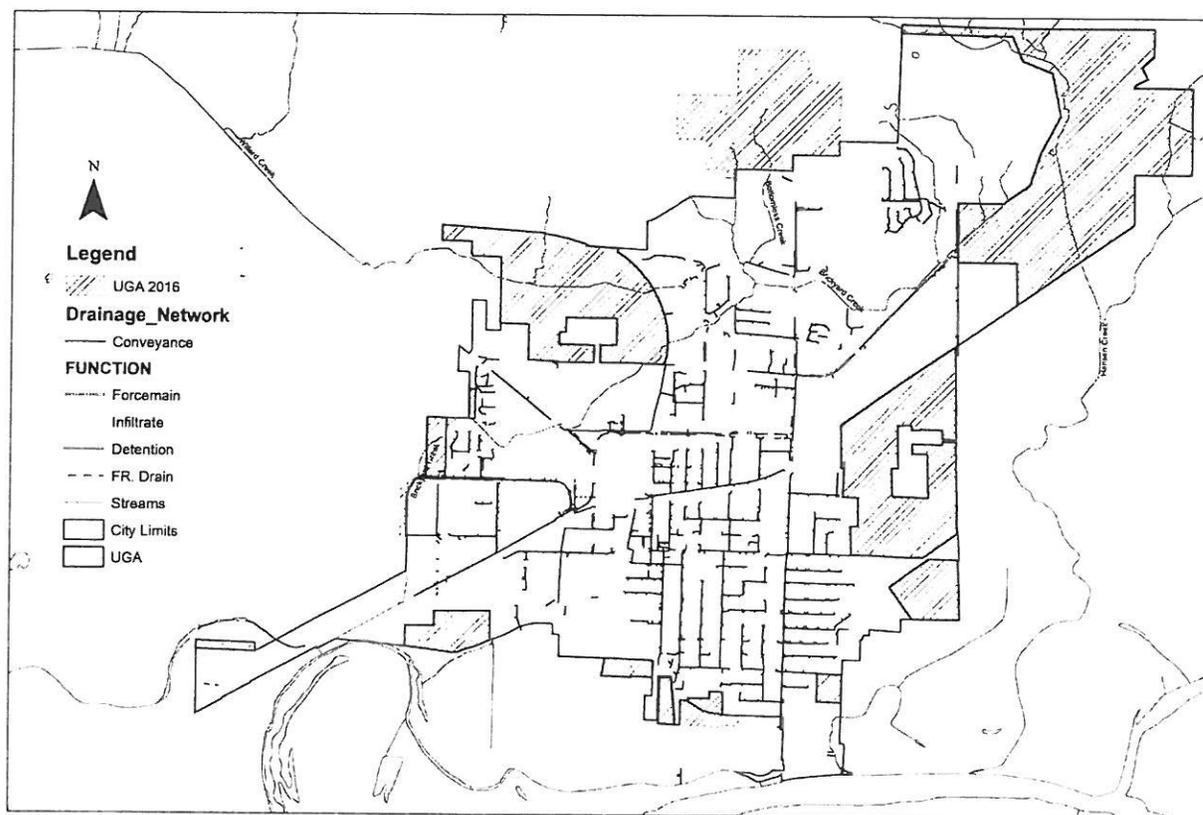
<b>SYSTEM ELEMENT</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Pipelines	0-20	21-40	41-60	61-80	81-100	>100
Pump Stations	0-20	21-40	41-60	61-80	81-100	>100

**CONDITION LOS FOR THE  
STORM WATER SYSTEM**

<b>SYSTEM ELEMENT</b>	<b>1*</b>	<b>2*</b>	<b>3*</b>	<b>4*</b>	<b>5*</b>
Pipelines	Immediate	<3	>3,<6	>6,<20	>20
Pump Station	Immediate	<3	>3,<6	>6,<20	>20

\* Years until the improvements are needed

**Figure CF-3**  
**Stormwater System**



LOS standards developed for Sedro-Woolley's storm water collection system are based on both capacity and system condition. The capacity LOS rates the unused capacity of each system component. This LOS uses an A-through-F rating system where the A-level rating indicates a large amount of unused capacity. Meanwhile, the condition LOS rates the system components using a 1-through-5 scale. A 1 rating is the lowest or worst condition and a 5 rating is the highest rating or best condition.

Given the magnitude of surface water flooding, water quality, and sensitive resource issues continuing to face the city of Sedro-Woolley, additional funding sources dedicated to surface water man-

agement needs to be given strong consideration. The Stormwater Utility has provided basic maintenance level funding meeting the requirements of the NPDES Permit through 2014. As additional Permit requirements become effective, this need will increase, most notably Low Impact Development requirements effective in 2017 facing the city of Sedro-Woolley, a funding source dedicated to surface water management needs to be given strong consideration. The idea of a utility approach toward funding surface water programs is considered to be the best option by many, if not most, of the cities and counties in the Puget Sound Basin.

**PROJECTED DEMAND**

With minor differences, the future storm water collection system under both a preferred and benchmark alternative would be similar. This is due to population forecasts which predict similar residential growth rates and population. Only the geographic distribution of the storm water collection system demand will vary between the different alternatives.

Within the existing city limits, the storm water system will be upgraded through an improvement program that takes into consideration demands for residential, commercial and industrial storm water disposal systems. For instance, under the preferred alternative, residential infilling and increased residential densities will be encouraged. Similarly, there will be new locations for industrial and commercial activity. Under the benchmark, growth and development would follow previous patterns. Design of the new storm water collection system will take these land use changes into account.

### PROJECT COSTS

The 1997 Stormwater Management Plan identified system deficiencies and quantified project costs. Formation of the 2008 Stormwater Utility further refined the cost estimates. Revenues produced by the Utility, coupled with a series of small management grants through the Department of Ecology have funded portions of the recommendations of the 1997 Plan. These include  
~~In an effort to develop a storm water management plan for the city of Sedro Woolley, the city hired a consultant to develop a long range plan. In 1995, the city was awarded a Stormwater Management Plan Grant from the Centennial Clean Water Fund in the amount of seventy five thousand dollars (\$75,000.00) (with a twenty five thousand dollar (\$25,000.00) match on the part of the city). The goal of this grant was to develop a plan by meeting the following objectives:~~

1. Development of a public education component to make people aware of how their actions affect water quality and to allow the

public to participate in the planning process~~Develop a public education component to make people aware of how their actions affect water quality and to allow the public to participate in the planning process;~~

2. Participation in the Ecology program to determine Total Daily Maximum Loadings (TMDL) for the Skagit River and tributaries within the MS4. This process will eventually result in specific water quality limitations and allow for design of measures beyond existing permit requirements to address them if required~~Identify existing and potential water quality and water quantity problems and develop a set of recommendations to solve them;~~
3. Development of the stormwater utility, providing ongoing revenue for management and maintenance operations~~Develop a stormwater utility;~~
4. Updated Sedro-Woolley Municipal Code Chapter 13.36 Stormwater Management and Chapter 13.40 Stormwater Maintenance to comply with the NPDES Phase II Permit.
5. Completed Geographic Information System (GIS) mapping of the existing city stormwater system and private systems discharging to the city system.
5. Developed of file systems and procedures for stormwater management and maintenance activities, including public and private systems.
6. Enhanced the existing Stormwater Maintenance program utilizing the Public Works Operations Department staff to inspect and clean catch basins, pipelines, culverts and ditches and to maintain detention/treatment systems and pump stations, along with regular street sweeping. Purchased new Vactor

truck (2009) and Street Sweeper (2013) to support maintenance operations.

7. Developed a stormwater vector waste disposal system for treatment and disposal of vector waste from catch basins, and upgraded the existing street sweeping handling and disposal according to state requirements.

The city contracts with the Skagit Conservation District (SCD) to participate in a Skagit County-wide effort to provide public education and encouragement to meet NPDES Permit requirements. This program has proven successful, and the city plans to continue with this arrangement for the immediate future. The city also maintains a dedicated Stormwater website, containing reports to Ecology, SCD Annual Reports, information on programs available and links to other resources. Regular training of responsible personnel are performed to ensure that staff is aware of the requirements of the Permit and to support the efforts of the city to enhance water quality.

While significant progress has been made since 2008, challenges remain. As part of the public education component, a public information plan will be developed and a public information brochure produced. The identification of problem components will include the listing of sensitive areas, mapping, analysis of pollutant loads and reduction factors, development of strategies to control the problems identified and strategies for monitoring. In addition, costs estimates and schedules will be developed to resolve the issues. With the development of the storm water utility, a fee structure will be developed to finance future improvements to the storm water system. Once developed, these recommendations, schedules and costs will be incorporated into the city's comprehensive plan during its annual update. These are as follows:

1. Meeting increasing Permit requirements such as implementation of Low Impact Development requirements for public and private facility construction.

2. Funding identified system deficiencies as identified in the 1997 Plan, and additional deficiencies identified since that time.

### **Deficiency Projects**

The 1997 Plan identified two major projects and 14 minor projects for construction to address system deficiencies. The major projects were: 1) construction of a Regional Detention System on Cook Road near Brickyard Creek for regional stormwater detention and treatment, estimated at \$4.3 million, and 2) upgrade of the Fruitdale Road Conveyance System, SR20 to Skagit River, estimated at \$1 million. The Cook Road system is likely to have been superseded by subsequent development in the vicinity, and will need to be reassessed in the plan update. The Fruitdale pipeline is in Skagit County, and mostly serves UGA areas not likely to be annexed due to prior development issues. The minor projects identified in the 1997 Plan total \$380,000, and will be assessed on a case by case basis in the Plan update.

The 2008 Stormwater Utility formation effort identified the additional need for a Regional Treatment Facility to serve the urban area south of SR20, to be located near Riverfront Park at an estimated cost of \$2.6 million. The city purchased property west of River Road and Riverfront Park for this purpose. The need for this facility will be driven by water quality determinations resulting from the TMDL study noted earlier in this section, to be completed after 2018. As a result, this facility will not be needed for at least five years.

The 2013 SR20 Stormwater Conveyance System study completed in conjunction with the SR20/Cook Road Realignment and Extension Project identified \$700,000 in improvements to the piping system between the Brickyard Creek outfall and SR9 South, and within Brickyard Creek itself between the outfall and the Holtcamp Road crossing that will need to be addressed within the next 5 years due to permitting requirements related to the SR20/Cook Road project. The January 5, 2015 25-

year storm event corroborated the need for these upgrades. Approximately 1,910 lineal feet of the system from Hodgkin Road to SR9 South is planned for upgrade in 2016 as part of the SR20/Cascade Trail West Extension Project Phases 1A and 1B. This will leave 984 lineal feet of the SR20 system west of Hodgkin Road for future upgrade, at a cost of \$300,000.

## **GOALS AND OBJECTIVES**

**Goal ST1.0: Update the 1997 Stormwater Management Plan**~~Develop a storm water comprehensive plan for the city of Sedro-Woolley.~~

Policy ST1.1: Pursue a grant and loan applications to secure funding for the plan update~~implementation of the plan.~~

Policy ST1.2: ~~Establish an aggressive public education program on the storm water control requirements in the city.~~

Policy ST1.3~~2~~: Require new developments to mitigate their site water run-offs into the city right-of-way.

Policy ST1.4~~3~~: Eliminate point and non-point source pollution into the local drainage channels to include the Skagit River and Brickyard Creek.

**Goal ST2.0: Annual reassessment of Utility revenue.**

Policy ST2.1: Assure that NPDES Permit requirements are met, reassess Utility revenue on an annual basis and adjust as needed.

**Goal ST2ST3.0: To assure that capital improvements necessary to carry out the Stormwater Management Plan are provided when they are needed**~~comprehensive plan are provided when they are needed.~~

Policy ST2ST3.1: Develop funding to support or enhance the storm water utility for Sedro-Woolley to generate funding for the city capital improvement projects~~Work to develop a storm water utility for Sedro-Woolley with fair rates and connection fees to generate funding for the city capital improvement projects.~~

Policy ST2ST3.2: Maintain a safe and efficient public storm water collection and treatment system.

Policy ST2.3: ~~Adopt a storm water comprehensive plan for the city.~~

Policy ST2ST3.4: Require all new development to conform with the city storm water comprehensive plan.

**Goal ST3ST4.0: To manage land use changes and develops city facilities and services in a manner that directs and controls land use patterns and intensities.**

Policy ST3ST4.1: Establish the storm water system as an “urban service” requiring concurrency under the Growth Management Act.

Policy ST3ST4.2: The city will use level of service to determine the impact of a new development on the existing storm facilities.

**Goal ST5.0: Fund and construct remaining SR20 Conveyance System Improvements.**

Policy ST5.1: Identify funding to design and build this \$300,000 project.

Policy ST5.2: Partner with Skagit County for use of Sedro-Woolley Sub-Flood Funds for Brickyard Creek portions of the project.

Policy ST5.3: Construct project by 2020.

(Ord. 1447-03 § 2 (Exh. C) (part))

## SOLID WASTE MANAGEMENT

### EXISTING FACILITIES, NEED AND DEMAND

The city of Sedro-Woolley provides curbside solid waste disposal and recycling services within the Sedro-Woolley city limits. Solid waste materials which are picked up are taken to a county-wide drop spot for disposal. Recycled materials are currently handled by Waste Management, Inc also delivered to a county wide drop off spot.

In 2014, there were approximately four thousand twenty-three (4,023) residential and commercial customers. An additional 159 residential and commercial customers are being added in February 2015, for a revised total of 4,182. Service is provided by a crew of four workers with capital facilities of three trucks (two solid waste trucks and one roll-off transfer vehicle). It is estimated by the year 2035, a crew of five workers will be needed and capital facilities of four trucks. In 1996, there were approximately two thousand four hundred fifty (2,450) residential and commercial customers. Service is provided by a crew of four workers with capital facilities of three trucks. It is estimated by the year 2001, a crew of six workers will be needed and capital facilities of four trucks. By the year 2015, a crew of seven will be needed with capital facilities of six trucks.

Trucks are replaced under the city's Equipment Repair and Replacement (ERR) Fund on a cycle of every ten years. A new truck was recently ordered for delivery in 2015 at the cost of \$322,000. From 2015-2017, it is anticipated that one additional replacement truck will be required. The Stormwater Utility funds this portion of the ERR. Solid waste revenue was estimated at \$1,259,500 per year with the balance of the expenditures of the fund allocated for salaries, tipping fees and repair and maintenance of equipment. Solid Waste currently funds their portion of the ERR with deposits of \$115,000 per

year, generated from solid waste revenues. As the number of customers increase, so does the need to replace the trucks which constitute the capital facilities. Trucks are replaced on a schedule of every five years. A new truck was recently purchased at the cost of one hundred eighty thousand dollars (\$180,000.00). From 1995-2001, it is anticipated that one additional replacement truck will be required. Given the fact that the solid waste services are a self sustaining enterprise fund, replacement funds will have to be generated through increased rates, if necessary. Solid waste revenue was estimated at seven hundred fifty thousand dollars (\$750,000.00) per year with the balance of the expenditures of the fund allocated for salaries and repair and maintenance. It is estimated that approximately two hundred thousand dollars (\$200,000.00) will be required to maintain the department's capital facilities given the cost of inflation, which will be generated from solid waste revenues.

Solid Waste performed a pilot program in 2015 to provide every other week pickup of residential solid waste. The program was successful logistically, but found to be unsustainable due to the current rate structure of the utility.

Solid Waste assumed the curbside recycling program from Waste Management after expiration of their contract in 2015. An additional solid waste vehicle to support this program was purchased for delivery in 2016. An additional full time worker was also added in 2015.

The department is setting aside funds for construction of a new Solid Waste/Equipment Maintenance Facility. The estimated cost for the facility is \$350,000. Timing is dependent on the status of the recycling program assumption, but could be as early as 2017.

### GOALS AND POLICIES

Policy CP1.10SW1.1: Maintain a cost-effective and responsive solid waste collection system.

Policy ~~CF1.11~~SW1.2: Manage solid waste collection methods to minimize litter and neighborhood disruption and quality of the urban development.

Policy ~~CF1.12~~SW1.3: Promote the recycling of solid waste materials through waste reduction and source separation. Develop educational materials on recycling and other waste reduction methods.

Policy SW1.4: Explore alternative service delivery methods to increase efficiency and reduce costs.

(Ord. 1447-03 § 2 (Exh. C) (part))

## CAPITAL FACILITIES FINANCING

The six-year capital facilities plan includes improvements that the comprehensive plan elements indicates are necessary, along with potential funding sources. In order to identify these potential funding sources, it is important to review how capital improvements have been financed in Sedro-Woolley in the past and could be financed in the future. Capital outlays tend to vary a great deal from year to year, depending on need and the ability of the city to secure grants to fund particular projects.

### REVENUE SOURCES

This section summarizes the revenue sources available to the city of Sedro-Woolley and highlights those available for capital facilities:

There are two types of revenue sources for capital facilities:

1. Multi-use: taxes, fees, and grants which may be used for virtually any type of capital facility (but which may become restricted if and when adopted for a specific type of capital facility);
2. Single use: taxes, fees, and grants which may be used only for a particular type of capital facility.

These revenue sources are discussed below.

#### Multi-Use Revenue

##### Property Tax

Property tax levies are most often used by local governments for operating and maintenance costs. They are not commonly used for capital improvements. Under State law, local governments are prohibited from raising the property tax levy more than

six percent of the highest amount levied in the last three years (before adjustments for new construction and annexation). This is known as the "106 percent lid." one percent per year. Property tax received by the city of Sedro-Woolley has by policy, been allocated to pay for costs incurred for parks, cemetery, street, library and general fund expenditures.

##### Long-Term Bond Indebtedness

There are three basic types of long-term indebtedness uses by municipalities to fund capital improvement projects:

- General Obligation Bonds - General Obligation Bonds are backed by the value of the property within the jurisdiction (at its full faith and credit).
- Revenue Bonds - Revenue bonds are backed by the revenue received from the project that the bonds help to fund. Such bonds are commonly used to fund utility improvements. A portion of the utility charge is set aside to payoff the bonds.
- Special Assessment Bonds - (Local Improvement Districts, Road Improvement Districts, and Local Improvement Districts) - Special assessment bonds, repaid by assessments against the property benefited by the improvements, are used to finance projects within a specific geographic area, as opposed to those that will serve the entire jurisdiction.

##### General Obligation Bonds and Lease-Purchase (Property Tax Excess Levy)

General Obligation Bonds are those which offer the greatest variety of uses. There are two types of General Obligation (GO) bonds: voter-approved and councilmanic. Voter-approved bonds increase the property tax rate, with increased revenues dedicated to paying principal and interest on the bonds. Local governments are authorized in "excess lev-

ies” to repay voter-approved bonds. Excess levies are increased in the regular property tax levy above statutory limits. Approval requires a sixty (60) percent majority vote in favor and a turn-out of at least forty (40) percent of the voters from the preceding general election. Councilmanic bonds are authorized by a jurisdiction’s legislative body without the need for voter approval. Principal and interest payments for councilmanic bonds comes from general government revenues, without a corresponding increase in property taxes. Therefore, this method of bond approval does not utilize a dedicated funding source for repaying the bondholders. Lease-purchase arrangements are also authorized by vote of the legislative body and do not require voter approval.

The amount of local government debt allowable for GO bonds is restricted by law to 7.5 percent of the taxable value of the property within the city limits. This may be divided as follows:

General Purpose Bonds	2.5 percent
Utility Bonds	2.5 percent
Open Space and Park Facilities	2.5 percent

Of the 2.5 percent for General Purpose Bonds, the city may issue up to 0.75 percent in the form of councilmanic bond. State law allows cities an additional separate debt capacity of 0.75 percent of taxable value of property for non-voted lease obligations.

Currently, the city has incurred councilmanic GO debt for the construction of a fire/police facility in the amount of two million five hundred twenty thousand dollars (\$2,520,000.00). Depending on the amount in-term of the bonds or lease-purchase arrangements, the impact on the individual taxpayer can vary widely.

**Real Estate Excise Tax**

RCW 82.46 authorizes local governments to collect a real estate excise tax levy of 0.25 percent of the purchase price of real estate within the city limits. The Growth Management Act authorizes collection of another 0.25 percent. Both the first and second 0.25 percents are required to be used for financing capital facilities in local governments’ capital facilities plans.

The first and second 1.25 may be used for the following capital facilities:

- a) The planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvements of streets, roads, highways, sidewalks, streets and road lighting systems, traffic signals, bridges, domestic water systems, and storm and sanitary sewer systems; or
- b) The planning, construction, repair, rehabilitate, or improvement of parks and recreational facilities.

In addition, the first 0.25 percent may be used for the following:

- a) The acquisition of parks and recreational facilities;
- b) The planning, acquisition, construction, repair, replacement, rehabilitation, or improvement of law enforcement facilities, protection of facilities, trails, libraries, administrative and judicial facilities, river and/or floodway/flood control projects, and housing projects subject to certain limitations.

The city of Sedro-Woolley has enacted the first 0.25 percent real estate excise tax which is allocated to a cumulative reserve capital expense fund. Projected revenues, if used, from real estate tax from 1995-2001 would amount to four hundred twenty nine thousand five hundred twenty six dollars (\$429,526.00).

### **Business and Occupation Tax**

RCW 35.11 authorizes cities to collect this tax on the gross or net income of businesses, not to exceed a rate of 0.2 percent. Revenue may be used for capital facilities acquisition, construction, maintenance, and operations. Voter approval is required to initiate the tax or increase the tax rate. The city has utilized this revenue source. In 1997, five hundred thirty-five thousand eight hundred dollars (\$535,800.00) was budgeted from B & O and admission taxes.

### **Local Option Sales Tax**

Local governments may collect a tax on retail sales of up to 1.1 percent, of which 0.1 percent may be used only for criminal justice purposes (public transportation-benefit authorities may levy up to 0.6 percent). Voter approval is required. Sedro-Woolley has enacted a sales tax, of which eighty (80) percent goes to the city and the remainder goes to the county. In 1997, Sedro Woolley budgeted six hundred twenty-four thousand dollars (\$624,000.00) in retail sales tax to be expended on maintenance and operating costs. Criminal justice revenues (0 > 10 percent) totaled eighty thousand dollars (\$80,000.00), of which forty-five (45) percent is budgeted for operating costs, and fifty-five (55) percent is budgeted for police vehicles.

### **Motor Vehicle Excise**

—This tax is paid by motor vehicle owners, and is administered by the Department of Licensing. Cities receive seventeen (17) percent of the total revenues from this tax, distributed on a per capita basis. In 1997, Sedro Woolley budgeted twenty-nine thousand four hundred dollars (\$29,400.00) from this tax, which will be used for police and fire protection. Future revenues from this source will be used for police and fire protection.

### **Utility Tax**

RCW 35A.52 authorizes cities to collect a tax on gross receipts of electrical, gas, garbage, telephone, cable television, water, sanitary sewer, and storm water management providers. State law limits the

utility tax to six percent of the total receipts for cable television, electricity, gas, steam, and telephone, unless a majority of the voters approved a higher rate. There are no restrictions on the tax rates for sewer, water, solid waste, and stormwater. Revenue can be used for capital facilities acquisition, construction and maintenance. In Sedro-Woolley, a tax is collected on cable television, natural gas, telephone and electricity. No utility tax is collected on sanitation, sewer and water.

### **Community Development Block Grants**

Approximately \$8.5 million in Community Development Block Grant (CDBG) funding is available annually state-wide through the federal Department of Housing and Urban Development for public facilities, economic development, and housing projects which benefit low-and-moderate income households. Funds may not be used for maintenance and operations. Because the amount of CDBG funding varies substantially from year to year, it is not possible to reliably forecast revenue from these grant sources.

### **Community Economic Revitalization Board Grant (CERE)**

The State Department of Trade and Economic Development provides low-interest loans, and occasionally grants, to finance sewer, water, access roads, bridges, and other facilities for specific private sector development. Funding is available only for projects which support specific private developments or expansion which promotes the trading of goods and services outside the state. The average requirement is to create one job per three thousand dollars (\$3,000.00) of CERE financing. The city has not utilized this funding source. It is not possible to forecast revenues from CERE loans or grants.

### **Public Works Trust Fund Grants (PWTF)**

The State Department of Community Development provides low-interest loans for capital facilities planning, emergency planning, and construction of bridges, roads, domestic water, sanitary sewer, and storm sewer. Applicants must have a capital

facilities plan in place and must be levying the original 0.25 percent real estate sales tax (see previous real estate excise tax discussion). Construction and emergency planning projects must be for reconstruction of existing capital facilities only. Capital improvements planning projects are limited to planning for streets and utilities. Loans for construction projects require a local match generated only from local revenues or state-shared entitlement (gas tax) revenues. The required local match is ten (10) percent of a three percent loan, twenty (20) percent for a two percent loan, and thirty (30) percent for a one percent loan. Emergency planning loans are at a five percent interest rate. If state or federal disaster funds are received, they must be applied to the loan for the life of the project (twenty (20) years). Capital improvement planning loans are at least 0 percent interest, but require a twenty-five (25) percent local match. The city has applied for these funds for a sewer system design study and was awarded a loan. Future PWTF funding cannot be reliably forecasted.

#### **Farmer Home Administration Community Facilities Program**

Farmers Home Administration provides loans to develop community facilities for public use in rural areas and towns of not more than twenty thousand (20,000) people. Facilities eligible for loan assistance include fire stations, police stations, community buildings, libraries, and utilities. It is not possible to forecast revenues from this program.

#### **Single-Purpose Revenue Sources**

##### **Cultural Arts, Stadium/Convention Facilities**

##### **Special Purpose Districts**

RCW 67.38.130 authorizes cultural arts, stadiums/convention special purpose districts with independent taxing authority to finance capital facilities. The District requires a majority voter approval for formation, and has a funding limit of 0.25 cents per one thousand dollars (\$1,000.00) of assessed valua-

tion. Typically, such a special-purpose district would serve a larger geographical area than the single city. Revenue would be based on the tax base of the area within the special service district.

#### **Police, Fire Protection and Emergency Medical Services**

##### **EMS Levy**

The state authorizes a fifty cents (\$0.50) per one thousand dollars (\$1,000.00) AV property tax levy which may be enacted by fire and hospital districts, cities and towns, and counties. This levy is voluntary in cities and fire districts. Skagit County has enacted an EMS levy.

##### **Fire Districts**

Fire District #8 surrounds the city of Sedro-Woolley from which a fire district tax levy is collected. This revenue is used for operating and maintenance costs. In 1997, the city budgeted twenty-five thousand dollars (\$25,000.00) from this levy source. Sedro-Woolley has entered into an interlocal agreement with District 8. Sedro-Woolley annually updates the amount it charges to District 8 for services rendered under the interlocal agreement.

##### **Fire Impact Fees**

RCW 82.02.050-090 authorizes a charge (impact fee) to be paid by new development for its "fair share" of the cost of fire protection and emergency medical facilities required to serve the development. Impact fees must be used for capital facilities necessitated by growth, and not to correct existing deficiencies in levels of service. Impact fees cannot be used for operating expenses. Sedro-Woolley has collected voluntary fire impact fees for projects undergoing SEPA review. Following adoption of the comprehensive plan, Sedro-Woolley will collect collects impact fees on all new development. These fees will supersede any fees collected under SEPA.

A fire impact fee for the city of Sedro-Woolley can be generated by multiplying the current level of service by the cost of the capital facilities to deter-

mine the cost per capita, then multiplying that figure by the number of persons per dwelling unit to determine the cost per dwelling unit. Commercial fire impact fees are calculated with a formula using Equivalent Residential Units (ERUs) based on square footage.

### **Police Impact Fees**

State law authorizes a charge (impact fee) to be paid by new development for its “fair share” of the cost of police facilities required to serve the development. Impact fees must be used for capital facilities necessitated by growth, and not to correct existing deficiencies in levels of service. Impact fees cannot be used for operating expenses. Sedro-Woolley has collected voluntary police impact fees for projects undergoing SEPA review. Police impact fees cannot be collected under GMA, so following adoption of the comprehensive plan, Sedro-Woolley will continue to collect voluntary police impact fees on all new development only if a SEP A review is required.

The primary costs associated with providing police protection to new projects are those costs required to provide protection for the two year period from the start of the construction until tax revenues from the improved project reach the General Fund.

To calculate the impact of new development on police protection, the city has determined that in 1990, each call for police service costs the city an average of one hundred eighteen dollars (\$118.00). It also determined that each residential unit generated an average of .86 calls for service and commercial development generated calls for police service at an average rate of .002 calls per square foot of commercial space. Therefore the costs of providing police service to new development during the two-year lag-time between application filing and tax revenues for the improved project reaching the Sedro-Woolley General Fund is calculated by multiplying the number of residential units times .86 times one hundred eighteen dollars (\$118.00) times two years two hundred two dollars ninety-six cents

(\$202.96) for residential development and by multiplying the square footage times .002 times one hundred eighteen dollars (\$118.00) times two years (\$0.472 times square footage) for commercial development.

### **Parks and Recreation**

#### **Open Space and Park Facility General Obligation Bonds**

See General Obligation Bonds (under Multi-Use Revenue, above) for general discussion of the purpose, requirements, and decision basis for GO bonds. The total amount of local government debt which may be committed to open space and park facilities is 2.5 percent. Sedro-Woolley currently does not have any open space and park facility general obligation debt.

#### **Park Districts**

State law authorizes metropolitan parks districts and park and recreation districts, each with independent taxing authority.

#### **Parks and Recreation Service Areas (PRSA)**

RCW 36.68.400 authorizes parks and recreation service areas as junior taxing districts for the purpose of financing the acquisition, construction, improvement, maintenance, or operation of any park, senior citizen activity center, zoo, aquarium or recreational facility. The maximum levy limit is 0.15, or 0.15 per one thousand dollars (\$1,000.00) AV. A PRSA can generate revenue from either the regular or excess property tax levies and through general obligation bonds, subject to voter approval. Revenue may be used for capital facilities maintenance and operations. Voters approve formation of a PRSA, and subsequently approve an excess levy for the purpose of constructing facilities.

#### **User Fees and Program Fees**

These fees are charged for using park facilities (such as field reservation fees) or participating in recreational programs (such as arts and crafts regis-

tration fees). In 1997, the city has budgeted twenty-five thousand five hundred dollars (\$25,500.00) for user fees of city facilities.

### **Park Impact Fees**

RCW 82.02.050-090 authorizes local government to enact impact fees to be paid by new development for its “fair share” of system improvements costs of parks and recreation facilities necessary to serve the development. Impact fees must be used for capital facilities necessitated by growth, and not to correct existing deficiencies in levels of service. Impact fees cannot be used for operating expenses. Sedro-Woolley currently utilizes a park impact (mitigation) program of one hundred fifty dollars (\$150.00) per lot for new subdivisions and short plats. Upon adoption of the city’s comprehensive plan a parks impact fee will be charged of two hundred fifty dollars (\$250.00) for each new residential dwelling unit. It is estimated that this impact fee will generate approximately one hundred twenty-three thousand seven hundred fifty dollars (\$123,750.00) from 1995-2001. A complete description of that program and the specific fees is in the Parks and Recreation Element of the Comprehensive Plan.

A park impact fee may be calculated by multiplying a selected level of service for neighborhood, community, and regional parks (expressed in park acres per thousand population) by the cost per developed acre for each type of park to determine the cost per capita, then multiplying cost per capita by the number of person per household to determine cost per dwelling unit.

### **State Parks and Recreation Commission Grants**

These grants are for parks, capital facilities acquisition, and construction, and require a fifty (50) percent local match. Sedro-Woolley currently has no state parks and recreational commission grants. It is not possible to reliably forecast the amount of revenue the city would receive over twenty (20) years from this source.

### **Aquatic Land Enhancement Access**

This grant program is administered by the Department of Natural Resources. ALEA funds are limited to water dependent public access/recreation projects or on-site interpretive projects. Twenty-five (25) percent local match is required. It is not possible to forecast revenues from ALEA grants. The city may apply for grants for future improvements or additions to Riverfront Park.

### **Outdoor Recreation Grant-in-Aid Funding**

The Interagency Committee for Outdoor Recreation (IAC) provides grant-in-aid funding for the acquisition, development and renovation of outdoor recreation facilities. Park and boating program grants require a fifty (50) percent match. It is not possible to forecast revenues from IAC grants-in-aid funding sources.

### **Roads, Bridges, and Mass Transit**

#### **Motor Vehicle Excise Tax**

RCW 82.36 authorizes this tax, which is administered by the State Department of Licensing and paid by gasoline distributors. Cities and counties receive 11.53 percent, respectively, of motor vehicle fuel tax receipts. Revenues must be spent for “highway purposes” including the construction, maintenance, and operation of city streets, county roads, and highways. In 1997, one hundred ten thousand dollars (\$110,000.00) in fuel tax revenue is budgeted in Sedro-Woolley, all of which is used for operating, maintenance, and debt service costs. No additional fuel tax revenues are available for capital facilities. Forecasted revenue from this source from 1996 to 2002, based on proposed land use allocations, amounts to seven hundred ninety-six thousand four hundred twenty-seven dollars (\$796,427.00).

#### **Local Option Fuel Tax**

RCW 82.80 authorizes this county-wide local option tax to ten (10) percent of the state-wide motor vehicle fuel tax and a special fuel tax of 2.3 cents per gallon. Revenues are distributed back to the

county and its cities on a per capita basis (1.5 for population in unincorporated areas and 1.0 for population in incorporated areas). Revenues must be spent for “highway purposes.”

### **Commercial Parking Tax**

RCW 82.80 authorizes a tax for commercial parking businesses, but does not set rates. Revenues must be spent for “general transportation purposes” including highway purposes, public transportation, high-capacity transportation, transportation planning and design, and other transportation-related activities. Sedro-Woolley does not have a commercial parking tax at this time, nor are any commercial parking businesses anticipated in Sedro-Woolley in the foreseeable future.

### **Transportation Benefit District**

RCW 35.21.225 authorizes cities to create transportation districts with independent taxing authority for the purposes of acquiring, constructing, improving, providing, and funding any city street, county road, or state highway improvement within the district. Special district’s tax base is used to finance capital facilities. The district may generate revenue through property tax excess levies, general obligation bonds (including councilmanic bonds), local improvement districts, and development fees (see related discussions for background on each of these). Voter approval is required for bonds and excess property tax levies. Council approval is required for councilmanic bonds, special assessments, and development fees.

Transportation improvements funded with district revenues must be consistent with state, regional and local transportation plans; necessitated by existing or reasonable foreseeable congestion levels attributable to economic growth; and partially funded by local government or private developer contributions, or a combination of such contributions. To date, no jurisdiction in the state has formed a transportation benefit district. A transportation benefit district would address specific transportation projects reducing congestion caused by economic de-

velopment. Consequently, the amount of revenue is a function of the cost of the project, rather than a levy rate, assessment amount, or fee schedule. It is, therefore, not possible to reliably forecast revenue from this source. The City initiated a Transportation Benefit District in 2014.

### **Road Impact Fees**

RCW 82.02.050-090 authorizes cities and counties to exact road impact fees from new development for its “fair share” of the system improvement costs of roads necessary to serve the development. Impact fees must be used for capital facilities necessitated by growth and not to correct existing deficiencies in current level of service. Impact fees cannot be used for operating expenses. Under the GMA, the city of Sedro-Woolley will adopted road impact fees per residential unit with a credited commercial rate. ~~These fees have been forecasted to produce revenues ranging from one hundred seventy-nine thousand dollars (\$179,000.00) to one hundred ninety-two thousand dollars (\$192,000.00) per year from 1996 to 2002.~~

### **Local Option Vehicle License Fee**

RCW 82.80 authorizes a county-wide local option fee of up to fifteen dollars (\$15.00) maximum annually per vehicle registered in the county, subject to the January 1, 2000 “sunset.” Revenues are distributed back to the county and cities within the county levying the tax on a weighed per capita basis (1.5 for the population in unincorporated areas and 1.0 for population in incorporated areas). Revenues must be spent for “general transportation purposes.” This fee is currently being used in Skagit County. Sedro-Woolley’s receives an allocation of this fee.

### **Street Utility Charge**

RCW 35.95.040 authorizes cities to charge for city street utilities to maintain, operate, and preserve city streets. Facilities which may be included in a street utility include street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities, and drainage facilities. Businesses and households may be charged a fee of up to fifty (50) percent of

the actual cost of construction, maintenance, and operations, while cities provide the remaining fifty (50) percent. The fee charged to businesses is based on the number of employees and may not exceed two dollars (\$2.00) per full-time employee per month. Owners or occupants of residential properties are charged a fee per household which may not exceed two dollars (\$2.00) per month. The city does not currently have a street utility.

### **National Highway Systems Grants**

The Washington State Department of Transportation (WSDOT) awards grants for construction and improvement of the National Highway System (NHS). In 1992, \$48.5 million was available. In order to be eligible, projects must be a component of the NHS and be on the regional Transportation Improvement Program (TIP). The NHS must be designated by law by September 30, 1995. It is to include all interstate routes, a large percentage of urban and rural principal arterials, defense strategic highway networks, and strategic highway connectors. In this interim, the NHS will consist of highways classified as principal arterials. Funds are available on a 86.5 percent federal, 13.5 percent local match based on the highest ranking projects from the regional TIP list. Sedro-Woolley does currently have eligible projects. It is not possible to forecast how much, if any, revenue the city would receive from this source.

### **Surface Transportation Program (STP) Grants**

Puget Sound Regional Council provides grants for road construction, transit, capital projects, bridge projects, transportation planning, and research and development. Projects must be on the regional TIP list and must be for roads with higher functional classifications than local or rural minor collectors. Funds are available on a 86.5 percent federal/13.5 percent local match based on highest ranking projects from the regional TIP list. Sedro-Woolley has received money in the STP grant account in 1996 for sixty nine thousand dollars (\$69,000.00) for the SR 20 Bicycle Trail, eighty-two thousand dollars (\$82,000.00) in 1997 for the

Ferry Street Sidewalk Improvement project and eighty one thousand dollars (\$81,000.00) in 1996, for the Trail Road project. Forecasted revenue from 1996 to 2002 is three hundred sixty four thousand dollars (\$364,000.00) and is Awarded values are based on eligible projects in the city's six-year Transportation Improvement Program. Actual revenue will be less if the city does not receive grants for all projects for which funding is sought. Revenue is not forecasted beyond 2002.

### **Federal Aid Bridge Replacement Program Grants**

WSDOT provides grants on a state-wide priority basis for the replacement of structural deficient or functionally obsolete bridges. Funding is awarded on eighty (80) percent federal/twenty (20) percent local match. Sedro-Woolley does not plan to seek a grant to assist with the renovation or replacement of its bridges between 1996 and 2002.

### **Federal Aid Emergency Relief Grants**

WSDOT provides funding for restoration of roads and bridges on the federal aid system which are damaged by natural disasters or catastrophic failures. Funds are available on an eighty-three (83) percent federal/seventeen (17) percent local matching basis. Sedro-Woolley does not qualify for natural disaster relief at this time. Because emergencies cannot be predicted, it is not possible to forecast revenues from this source.

### **Urban Arterial Trust Account Grants (UATA)**

The Washington State Transportation Improvement Board (TIB) provides funding for projects to alleviate and prevent traffic congestion. In order to be eligible, roads should be structurally deficient, congested by traffic, and have geometric deficiencies, or a high incidence of accidents. Funds are awarded on an eighty (80) percent federal/twenty (20) percent local matching basis.

### **Transportation Improvement Account Grants (TIA)**

The State TIB provides funding for projects to alleviate and prevent traffic congestion caused by economic development or growth. Eligible projects should be multi-agency, multi-modal, congestion and economic development-related, and partially funded locally. Funds are available on an eighty (80) percent federal/twenty (20) percent local matching basis. Sedro-Woolley received sixty-nine thousand dollars (\$69,000.00) for the South Township Street Sidewalk project. Approximately two million two hundred fifty one thousand dollars (\$2,251,000.00) in TIA-eligible projects are included in the six-year transportation improvement program. There is no assurance that any of these projects will receive funding. TIA funding has not been forecasted.

### **Sanitary Sewer**

#### **Sewer District**

No sewer districts presently serve the planning area.

#### **User Fees**

The state authorizes cities, counties, and special purpose utility districts to collect fees from wastewater generators. Fees may be based on the amount of potable water consumed, or may be flat fees. Revenues may be used for capital facilities or operating and maintenance costs. One million three million two hundred twenty-five thousand dollars (\$1,000,000.00/3,225,000.00) was budgeted in Sedro-Woolley in 1997-2015 from this source, all of which is for operating and maintenance costs.

#### **System Development Charges/Connection Fees**

The state authorizes a fee to connect to a sanitary sewer system based on capital costs of serving the new connection. For 1997-2015, two hundred fifty thousand sixty-six thousand eight hundred fifty dollars (\$250,000.00/66,850.00) was budgeted from this revenue source in Sedro-Woolley, all of which is to be expended on improvements in the city's wastewater treatment system.

### **Centennial Clean Water Fund**

The Department of Ecology (DOE) issues grants and loans for the design, acquisition, construction, and improvement of water pollution control facilities and related activities to meet state and federal requirements to protect water quality. State grants and loans are available based on a twenty-five (25) percent to fifty (50) percent local matching share range. Future funding cannot be reliably forecast.

### **State Revolving Fund Loans**

DOE administers low-interest guarantees for water pollution control projects. Applicants must demonstrate water quality need, have a facility plan for water quality treatment, show ability to repay a loan through a dedicated source of funding, and conform to other state and federal requirements. Fund must be used for construction of water pollution control facilities (wastewater treatment plants, stormwater treatment facilities, etc). Revenues from this source are not forecast.

### **Solid Waste**

#### **Department of Ecology Grants**

The state awards grants to local government for a variety of programs related to solid waste, including a remedial action grant to assist with local hazardous waste sites, moderate risk/hazardous waste implementation grants, and waste composting grants. It is not possible to forecast revenue from this source.

### **Flood Control**

#### **Flood Control Special Purpose Districts**

RCW 86.15.160 authorizes flood control special purpose districts with independent taxing authority (up to a fifty cents (\$0.50) cents property tax levy limit without voter approval) to finance flood control capital facilities. In addition, the district can, with voter approval, use an excess levy to pay for general obligation debt. Sedro-Woolley does not have a flood control special purpose district.

## Stormwater Management

### Storm Drain Utility Fee

The state authorizes cities and counties to charge a fee to support storm drain capital improvements. This fee is usually a flat rate per residential equivalency. Residential equivalencies are based on average amounts of impervious surface. Commercial property is commonly assessed a rate based on a fixed number of residential equivalencies. Sedro-Woolley does not currently have a storm drain utility, however, in the next twenty (20) years, such a district may need to be considered under a stormwater management plan process has a stormwater utility. Residential is billed per unit. Non-residential is billed per 10,000 square feet of land. For 2015, \$365,000 was budgeted from this source for improvements to the city's stormwater infrastructure.

**CAPITAL FACILITIES PROJECTS AND FUNDING SOURCES**

<b>Category/ Projects</b>	<b>Sanitary Sewer Capital Projects</b>	<b>School District Capital Projects</b>	<b>Fire Department Capital Projects</b>	<b>Police Department Capital Projects</b>	<b>Storm Water Capital Projects</b>	<b>Solid Waste Capital Projects</b>	<b>Parks Department Capital Projects</b>
Property tax revenue	X		X	X	X	X	X
Sales tax	X		X	X	X	X	X
Motor vehicle excise tax			X	X			
Real estate excise tax revenue	X				X		X
User fees	X				X	X	X
Utility taxes and fees	X				X		
School/city bonds & levies	X	X	X	X	X	X	X
State and federal loans and grants	X			X	X	X	X
State matching funds (school)		X					
LID & ULID assessments	X				X		
Connection fees	X						
Impact fee revenue		X	X	X			X
Interest income	X		X	X	X	X	X
Transfers from city sources	X		X	X	X	X	X
Donations			X				X

**Storm Drainage Payment in Lieu of Assessment**

In accordance with state law, the city could authorize storm drainage charges in lieu of assessments. The city does not currently collect a storm drainage facility charge per acre upon issuance of a building permit. Revenues from this charge could be deposited in a special storm drainage reserve fund. Revenues from this fund could be used for capital improvements.

**PROJECTS AND FUNDING SOURCES**

The preceding table identifies the source of funds that will pay for the capital facilities (sanitary sewer, schools, fire, police, storm water, and solid waste) improvement projects. A table outlining road projects and funding sources is located in the transportation element of this plan.

(Ord. 1447-03 § 2 (Exh. C) (part))

## CAPITAL FACILITIES GOALS AND POLICIES

**Goal CF1: Develop City facilities and services in a manner that directs and controls land use patterns and intensities consistent with the Land Use Element.**

Policy CF1.1: The city of Sedro-Woolley shall allow only "concurrent development" to occur within the urban growth area. Proposed developments shall complete a concurrency review provided by the city planning department.

Policy CF1.2: "Concurrent Development" shall be defined as development the city of Sedro-Woolley is capable of providing within six years of the date of development approval. If capital facilities necessary to meet the concurrency requirement are not provided in the six-year capital facilities plan, the developer shall provide the facilities at his/her own expense to meet the concurrency requirement.

Policy CF1.3: Ensure that future development bears a fair share of capital improvement costs necessitated by the development. The city shall reserve the right to collect mitigation impact fees from new development in order to achieve and maintain adopted level of service standards. The city will be responsible for its fair share of capital improvement costs for existing deficiencies.

Policy CF1.4: Ensure that city planning and development regulations identify and allow for the siting of "essential public facilities," as described in the Growth Management Act. Work cooperatively with Skagit County and neighboring jurisdictions in the siting of public facilities of regional importance.

**Goal CF2: To finance the city's needed capital facilities in an economic, efficient, and equitable a manner as possible.**

Policy CF2.1: Update the six-year capital facilities plan annually prior to the city budget process. All city departments shall review changes to the CFP and participate in the annual review.

Policy CF2.2: The burden for financing capital improvements should be borne by the primary beneficiaries of new facilities.

Policy CF2.3: General city revenues should only be used for projects that provide a general benefit to the entire community.

Policy CF2.4: Work with citizens at a neighborhood level to establish local improvement districts (LIDs), wherein residents assess themselves to improve neighborhood facilities.

Policy CF2.5: Long-term borrowing for capital facilities is an appropriate method to finance large facilities which benefit multiple generations.

Policy CF2.6: Pursue funding from state and federal agencies as described in the six-year capital facilities plan.

Policy CF2.7: Fulfillment of development concurrency requirements shall not be based upon potential city income from state and federal agencies. Concurrency can only be met by existing financial capacity and awarded government funding.

Policy CF2.8: Wherever possible, self-supporting bonds will be used instead of tax-supported general obligation bonds.

**Goal CF3: To assure that capital improvements necessary to carry out the comprehensive plan are provided when they are needed.**

Policy CF3.1: Provide capital improvements to correct existing deficiencies, to replace worn out or obsolete facilities and to accommodate desired future growth, according to the Six-Year Financing Plan contained in this element.

Policy CF1CF3.2: Coordinate land use and public works planning activities with an ongoing program of long-range financial planning, to conserve fiscal resources available to implement the capital facilities plan.

### **Sewer/Sanitary Policies**

Policy CF1CF3.3 Maintain a safe, efficient and cost-effective sewage collection and treatment system.

Policy CF1CF3.4 Require all new subdivisions to connect to City sewer

Policy CF1CF3.5 Existing septic systems shall be replaced with city sewer when it is available. The city shall seek sources of financial aid to assist low-income residents with this cost.

Policy CF1CF3.6 Monitor groundwater quality in areas of septic service on a timely basis.

Policy CF1CF3.7 Update the sewer plan every six years on a rotating schedule with other capital facilities plans.

Policy CF1CF3.8 Eliminate any point or non-point pollution sources associated with sewage transport and disposal.

Policy CF1CF3.9 Monitor infiltration and inflow through routine television inspection. Conduct improvements to limit and reduce current infiltration and inflow.

Policy CF1CF3.10 The following level of service guidelines should be used to determine the impacts of new development upon existing public facilities: [See description of level of service in the text. A facility with a rating equal to or worse than those listed is considered deficient and planning for improvements should commence.]

- Pipelines-Condition Level of Service 2, Capacity Level of Service D
- Pump Stations-Condition Level of Service 2, Capacity Level of Service D
- Wastewater Treatment Facility-Condition Level of Service 3, Capacity Level of Service D.
- Septic Tanks-Condition Level of Service 3

### **Solid Waste Policies**

Policy CF1CF3.10: Maintain a cost-effective and responsive solid waste collection system.

Policy CF1CF3.11: Manage solid waste collection methods to minimize litter and neighborhood disruption and quality of the urban development.

Policy CF1CF3.12: Promote the recycling of solid waste materials through waste reduction and source separation. Develop educational materials on recycling and other waste reduction methods.

### **Storm and Surface Water Policies**

Policy CF1CF3.13: Maintain a safe and cost-effective storm and surface water collection system.

Policy CF1CF3.14: Establish controls to protect surface and groundwater quality. Educate the public on water quality issues.

Policy CF1CF3.15: Design surface water systems to handle peak runoff flows and provide stormwater storage during high flow periods.

Policy CF1CF3.16: Protect physical and biological integrity of wetlands, streams wildlife habitats and other identified sensitive and critical areas.

Policy CF1CF3.17: Maintain water quality within the Skagit River and its tributaries in accordance with the National Pollutant Discharge Elimination System (NPDES) and State regulations.

Policy ~~CF1~~CF3.18: Carefully control development in areas with steep slopes where surface water runoff can create unstable conditions. Maintain natural vegetation for slope stabilization.

Policy ~~CF1~~CF3.19: Preserve natural stream environments along the Skagit River and ~~Hansen-Brickyard~~ Creek. ~~Restrict development within two hundred (200) \ feet of both streams, in compliance~~Comply with the Shoreline Management Act (SMA) regulations.

Policy ~~CF1~~CF3.20: ~~Comply with the National Pollutant Discharge Elimination System (NPDES) and State — regulations~~Encourage low-impact-development to reduce stormwater infrastructure and improve water quality.

Policy ~~CF1~~CF3.21: Ensure that the quality of water leaving the city is essentially the same quality as water entering the city. Assert influence to ensure neighboring jurisdictions exercise responsibility in promoting good water quality.

Policy ~~CF1~~CF3.22: Under no circumstances should hazardous wastes be allowed to contaminate the groundwater, surface water or sewer systems of the city of Sedro-Woolley. Dispose of hazardous wastes only in landfills designated for that purpose.

Policy ~~CF1~~CF3.23: Coordinate basin-wide surface water planning with the Skagit County Surface Water Management Department.

### Library Policies

Policy CF3.24: Maintain a safe, efficient and cost-effective library system.

Policy CF3.25: Expand and improve services and programs to the library patrons.

Policy CF3.26: Continue efforts to offer materials sharing services with other local and compatible library systems.

Policy CF3.27: Provide meeting space and other facilities necessary for a state-of-the-art library system.

Policy CF3.28: Continue working toward the funding, design and construction of a new library facility that will better meet the needs of a growing population.

(Ord. 1447-03 § 2 (Exh. C) (part))

## APPENDIX A

### SEDRO-WOOLLEY FIRE DEPARTMENT— REVIEW OF 1996 STRATEGIC PLAN\*

\* Editor's Note: This report was originally prepared for the city by Emergency Services Consulting, Inc. in March, 2003, and has been reprinted in this appendix with minimal editorial changes was updated by the Sedro-Woolley Fire Department in 2015.

#### EXECUTIVE SUMMARY

##### Purpose of This Report

Emergency Services Consulting, inc., (ESCI) provides this report to the Sedro-Woolley Fire Department (SWFD), in 1996. The Strategic Plan was then up dated in 2003. The SWFD is providing this update with minor changes and modification located in Sedro Woolley, Washington, for the purpose of review of their 1996 Strategic Plan. It is ESCI's belief that a strategic plan needs periodic review and adjustment. Adjustments will inevitably cause change and modification in the department's SOPs and we will assist the SWFD in preparing for these changes.

##### Methodology

Our approach to this update included examination of documents provided to us by ESCI and an internal audit of the Department. Our approach to this project included examination of documents provided to us by Fire Chief Dean Klinger, which was then followed by a two day planned visit to the department. Chief Klinger provided me with a physical tour of the service area of the department, as well as additional documents as requested and unfettered hours of answering questions and assisting with clarification. I was offered access to any one or anything I needed and the courtesies and kindnesses proffered were greatly appreciated and Bear acknowledgement. I was on site September 8, 9 & 10, 2002 but primarily the 9th and 10th. Chief Klinger was able to provide me with all that I needed and it was not necessary that I meet with or in-

terview others in the department or city. Chief Klinger had his staff provide additional documentation for me while I was on site.

The Department used the 1996 & 2003 ESCI document as the basis for this update. We discussed each of the pertinent items and provided updates as we proceeded. Some of the issues have become non-items because of changes in laws or specific circumstances that had a direct impact on them. There has been growth in and out of the SWFD since the last update and is reflected in population served going from 8,805 in the city to more than 10,700. In the county, numbers served went from 17,000 to more than 19,000. It is not the intent of ESCI to reproduce or reanimate the 1996 document titled "Audit and Analysis for Strategic Planning and Growth Management" as the document is currently in a working configuration and reproduction would be redundant. We will, however, address the issues and recommendations as presented in the document and bring them to a current status in order that the reader may understand the progress that has been made, which is certainly notable.

The department now has a paid fire chief and a paid assistant chief/training officer, whereas they had only 1 in 1996. They are no longer in the small and cramped 7,000 sq. ft. public safety facility and have moved, along with the police, to a modern 13,000 sq. ft. facility. In 2011 a second station was added also. There are currently 12 resident firefighters where there were once a total of 8. With the Full Time Employees (FTE, or, paid) these residents operate from both stations and their hours are staggered with at least four on duty at any one time, as well as a duty officer also on call, for a 24/7 presence of line personnel. Chief Klinger and ESCI used the 1996 document as the basis for examination of this progress. We discussed each of the pertinent items and he provided updates as we proceeded. Some of the issues have become non-items because of changes in laws or specific circumstances that had a direct impact on them. We will now address the areas contained within the report, be-

ginning with “Fire Attack Effectiveness and Functional Responsibilities”. There has been growth in and out of the SWFD in the last 6 years and is reflected in population served going from 6,900 in the city to more than 8,805. In the county, numbers served went from 15,000 to more than 17,000.

In addition to the volunteer residents the City also staffs each station with 2 part time employees during the week between 6 AM and 6 PM. With this change in staffing the City now provides at a minimum 5 line personnel 24/7/365. The department now has two paid firefighters in addition to the fire chief whereas they had only 1 in 1996. They are no longer in the small and cramped 7,000 sq. ft. public safety facility and have moved, along with the police, to a modern 13,000 sq. ft. facility. There are currently 7 resident firefighters where there were once a total of 8. With the Full Time Employees (FTE, or, paid) these residents operate from the station and their hours are staggered with at least two on duty at any one time, as well as a duty officer also on call, for a 24/7 presence of line personnel. Although the 1996 report states the SWFD has a Rating Schedule of Class 6 (from a 1991 evaluation), they had been issued a Protection Class 5 in 1995.

In 2014 The City was re-rated by the Washington Surveying and Rating Bureau (WSRB) The City rating remained the same that of a class 5. Average response time in the department’s centralized area (where the one station is located) is 5 to 6 minutes, but 10 to 11 minute responses can be expected in the further reaches of the service area. When the department builds a station on the property they currently own in the northeast corner of the urban growth area, the extended response times in those areas should be significantly reduced.

In the previous rating it was noted that the department need a ladder truck to be able to provide complete protection. This piece of apparatus was purchased in 2010 and was placed into service in 2011. Department revenues derived from a tax struc-

ture in the city also include revenues from Skagit County Fire District 8. These District funds are paid on a per call basis.

With the addition of the ladder truck building restrictions were modified allowing larger buildings with in the city.

The City recently enrolled the fire department within the City’s ERR fund for capital replacements. With this program as they feel the current equipment force can be maintained and is no longer an issue.

At the last update the average response time in the department’s centralized area (where the one station is located) was 5 to 6 minutes, but 10 to 11 minute responses could be expected in the further reaches of the service area. When the new station was placed into service in 2012 these times were significantly reduced.

Department revenues derived from a tax structure in the city also include revenues from Skagit County Fire District 8. These District funds are paid on a per call basis.

The SWFD has Mutual Aid agreements with the Skagit County Fire District 8, as well as the City of Burlington and are participants in the Skagit County Mutual Aid Agreement. Fire District 8 maintains equipment in the SWFD for responses to District 8 areas.

Like all fire departments, everywhere, the SWFD call volume increases each year, primarily due to the demand for EMS services, which typically comprise 80% +/-, of their responses.

The majority of the calls for service being medical in nature the city also added a second ambulance to its fleet. The city is currently in negotiations to provide BLS (Basic Life Support) transport services for the City and surrounding area.

When the City starts providing BLS transport services it will need to be able to provide coverage and back up services 24/7/365. Currently the City can provide initial coverage but due to limited equipment additional units will need to be purchased to make sure there is continuity in coverage. The City will also need to find a way to provide additional man power to insure this coverage. Departments such as Sedro-Woolley are having difficulty in recruitment and retention of volunteer personnel. We would like to take a moment to address this issue. From the 1996 report, we find notations regarding the average crew deployed on initial response for fire emergencies to be about 9. This remains about the same at this time. The report recommends 12 and advises the department to find ways to increase the numbers from nine to 12. This does not seem to have happened and could be easily attributed to the extremely slow growth of the city and department, and the on-going difficulties departments such as Sedro-Woolley are having in recruitment and retention of volunteer personnel. We would like to take a moment to address this issue.

To quote from ESCi's book, *Recruiting, Training, and Maintaining Volunteer Firefighters*,

“Volunteer firefighters have been the backbone of the fire service for over three hundred-sixty years. They have been a part of much change during this time period. They have trained only to be retrained. They have learned only to relearn. No volunteer group in the history of this country has had to work so hard and sacrifice so much as has the volunteer firefighters”.

Recruitment and retention of volunteer personnel has become increasingly more difficult in the last two decades and does not seem to be improving. While the Sedro-Woolley area and its adjoining neighbors seem to still somewhat enjoy the spirit of volunteerism, it is not enough to keep the

roster of the department at its upper limit. It is incumbent to recruit and retain the caliber of personnel that will remain active for long periods of time. Extensive training and experience of these members makes it imperative to find ways to keep them as part of the department. Typically, if people find no personal value in their volunteer activities, whether it is for the fire department or the Lion's Club, they will lose interest and become less active. Different areas of the country approach this recruitment and retention problem in different ways. What usually works is to ask the volunteers what they want and give it to them if it fits in with goals and methods, and resources of the department and community.

Again, from “*Recruiting, Training, and Maintaining Volunteer Firefighters*”, the question, ‘Who is responsible for recruiting?’ is asked time and time again. The answer is simple; every member of the fire department. Every member from the fire chief down must share the responsibility for recruiting new members. Recruiting starts with the fire chief. He/She is the organization's super salesperson. The recruiting of new members should be an intricate part of the overall goals and objectives developed by the department's management team. Members must see that the overall plan is carried out. Recruitment of volunteer firefighters is “sales.” As a member of the fire department, each will be responsible for selling the product, just as a vacuum cleaner salesman is responsible for selling his or her product. The criteria for success are also similar to that of the vacuum cleaner salesman. You must first have a product that is sellable; one in which every member can honestly be proud to sell, and everyone must be able to express genuine enthusiasm towards the product being sold. In case of the fire department, that enthusi-

asm and pride are simply feelings toward the fire department, as represented by every member. As mentioned earlier, the fire chief must be the super salesman. They must lead the way in the recruitment effort. If recruiting is to be taken serious by the department members, it must be taken seriously by the fire chief. The fire chief should be available to support and confirm statements made during recruitment efforts. Each and every person with the organization must believe in their fire department and must believe in their volunteer force.”

The SWFD has bolstered its sustained attack crews by utilizing neighboring department crews through their mutual aid agreements and requests. This system is utilized in multiple alarm as well as multiple incident situations.

Although the local hospital and EMS system is no longer under one roof, the department has endeavored and succeeded in enhancing its Health and Safety Programs.

The department has begun, and is currently working on, the development of competency based training programs as well as increasing its training participation with the neighboring departments. However, the department’s serious lack of dollars and personnel makes it very difficult to make significant improvements to their overall training programs. The report mentions “dive” rescue, but the chief informs us that there is no specialized training for “dive” or other specialty areas and these trained personnel can be requested from other areas if they are needed in the SWFD service area.

Computer programs have been developed and are being utilized for department functions. These programs are being maintained effectively and efficiently. They do not have programs for a three year capital replacement program as they feel this is not an issue.

The department has developed and is maintaining a more complete department reference library.

Each member of the department is now trained, or in the process of being trained, to the EMT/FF1 level, which is a significant increase level from that of First Responder.The Operational Policy and Procedure Manual development is part of the current contract with Emergency Services Consulting, inc.

The department is currently engaged in developing the specifications for aerial ladder and elevated streams apparatus.

The department has evaluated and would love to expand its resident program in order to provide a larger overall FF/EMS presence. As indicated earlier, money is a problem and with the lack of funds comes the need for more volunteers that are well-trained, as well as certified in some areas. This problem was also addressed earlier in this report.

The department has found itself unable to conduct the numbers and types of inspections that it would like as sufficient numbers of trained personnel are simply not available. However, some of these technical inspections, such as Hazardous Materials are being conducted by the county’s Department of Emergency Management.

~~Each member of the department is now trained, or in the process of being trained, to the EMT level, which is a significant increase level from that of First Responder.~~

The department continues to cooperate and work with the County Hazardous Materials Response Plan.

The City of Sedro-Woolley has developed and the fire department is part of, an Emergency Operations Center, which appears to be quite sophisticated.

The Center conducts annual drills that involve every facet of its government.

The department continues to cooperate with Skagit County's Emergency Operations Center, and trains on an annual basis with this Center.

The City now has a backup EOC utilizing the new fire station built in 2011The department has developed, utilizing the Department of Natural Resources, a backup to its EOC.

The Department provides CPR and First Aid classed to the community as well as fire prevention training and inspectionsAs far as can be done, considering the lack of resources and personnel, the department has developed a pro-active fire prevention program, stressing strong code enforcement. They utilized IFSTA, NFPA and UBC and UFC standards and models. They have also developed a strong Public Education Program.

~~The department has adopted a minimal 6 year capital improvement plan, which is updated annually. Currently part of its major consideration is the building of its Training Facility on land already acquired. Lease purchase options are part of the plan components for their 6 year plan.~~

~~The department developed and attempted to implement cost recovery systems for issues that went beyond the basic scope of department functions. These systems, fees for services, have failed to provide even minimal revenues for the department as the projected growth of the area has simply not happened.~~

~~The department has participated with the County in some group purchasing, such as EMS equipment and materials.~~

#### ***"Growth Management Planning"***

The department has adopted a capital facilities plan similar to the one exhibited in the 1996 report

(as amended in 2003). This plan is updated, annually.

~~The city has continued to install and upgrade traffic signal lights for utilization of traffic signal preemption.~~

The department has developed formal policy guidelines tools that address development impact on fire and rescue capabilities. These have been incorporated into the city planning process.

#### ***"Economic"***

The department, working with the public and elected officials is examining and evaluating the services it provides to ascertain whether these continue to be efficient, cost effective, or even warranted under current conditions. Those items falling into questionable status may be considered for elimination or modification.

There is currently in place a Public Safety Committee which provides input and feedback of the public's perception and needs to the department.

#### ***"Tactical"***

Working within existing resources, the department is attempting to provide adequate staffing and equipment for emergency situations. They have developed and continue to work on cooperation and agreements with neighboring departments and agencies. The department utilizes other personnel in the city to support, augment and assist emergency service workers in times of community disasters. The fire department is the lead agency, except for issues of law enforcement.

#### ***"Safety"***

The department continues to conduct a self-inspection program (audit) as it relates to its safety policies and practices. Continued improvement in this area is necessary. The Department has found itself not as compliant as it would like to be. The department continues to make improvements In light of this, the department has been working on

adopting and memorializing the accepted safety practices relating to it profession and trade. Personnel are currently being trained in these areasThe department had conducted a self inspection program as it relates to its safety policies and compliance to safety procedures and found itself not as compliant as it would like to be. In light of this, the department has been working on adopting and memorializing the accepted safety practices relating to it profession and trade. Personnel are currently being trained in these areas, and this should become more significant when the formal SOP program is developed and contains the actual, or referred, documents relating to proper safety practices and operations. As mentioned earlier, the components of such a program are part of the existing contract with Emergency Services Consulting, inc.

#### ***“Operational”***

The recommendation was that the department should work to boost its response personnel by different methods. We have addressed this earlier in the report.

#### ***“Time Standards”***

—Of note in this section is the paragraph identifying the need for aerial/ladder apparatus in the department. As addressed earlier, the department is currently working on the specs and design of such an apparatus.

—As an additional recommendation, the resident program should be expanded to include day time hours for a goal of three persons on duty at all times. This has been done.

#### ***“Per-Capita Levels”***

In 2003 it was noted that Level of Service based on per-capital levels is only one of many methods used to calculate what is acceptable. It is truly wonderful when an agency can simply identify its population numbers and then hire the proper number of paid personnel deemed necessary to provide the end of the equation. Mostly, this is not, nor can it be, done. The example in 2003 demonstrated that

Sedro-Woolley, with its city population of 8,805 then (or 17,000 considering the area protected in District 8) with its two (at that time) paid FF, should show a horrendous loss of property and fire deaths over that of Tumwater, which boasts a paid FF level of 21 (an increase over SWFD of 1,000%)(2003) with an even smaller population! Examination of such statistical information would most certainly not show a disparity of 1,000 per cent, or more simply, if Tumwater had a fire death loss of 2 then Sedro-Woolley should have one of 20. Carrying it further, if Tumwater had a \$2 million loss, Sedro-Woolley should be experiencing a \$20 million loss. We simply do not see losses like these strictly predicated on numbers of paid personnelIt should be noted here that Level of Service based on per capital levels is only one of many methods used to calculate what is acceptable. It is truly wonderful when an agency can simply identify its population numbers and then hire the proper number of paid personnel deemed necessary to provide the end of the equation. Mostly, this is not, nor can it be, done. The example demonstrated that Sedro-Woolley, with its city population of 8,000 (or 25,000 considering the area protected in District 8) with its two (at that time) paid FF, should show a horrendous loss of property and fire deaths over that of Tumwater, which boasts a paid FF level of 21 (an increase over SWFD of 1,000%) with an even smaller population! Examination of such statistical information would most certainly not show a disparity of 1,000 per cent, or more simply, if Tumwater had a fire death loss of 2 then Sedro-Woolley should have one of 20. Carrying it further, if Tumwater had a \$2 million loss, Sedro-Woolley should be experiencing a \$20 million loss. We simply do not see losses like these strictly predicated on numbers of paid personnel.

This is not to say that the department is not woefully lacking paid FF and the city should not be examining every avenue to increase these levels, only that these figures should be used as a part of the criteria for such considerations.

Under “Functional Responsibilities”, the department has increased it on duty personal since the last report with the addition of part time personnel and the addition of the second station which increased its volunteer residents on duty. Even with these changes, the department still sees the need for more staffing growthUnder “*Functional Responsibilities*”, the department as depicted in 1996 has minimal changes in 2002/2003, in that there is now an additional paid FF and a reduction of resident FFs from 8 to that of 7. This number has something to do with the housing facilities of the new fire station. The number of volunteer firefighters can easily fluctuate from its listed level of 25.

ESCI, would easily agree that the listed functions are being impacted. These are listed as follows:

- The need for additional attack crew size
- Minimal administrative and support staff
- The need to develop more depth in sustained attack crew resources

#### *Health and Safety*

—Two of the identified areas are addressed by the current department as indicated. There are now two Safety Officers for the department and are designated as 5508 and 5509. This is an increase from one in 1996. There is an increased emphasis on physical fitness in the department. Exercise and weight equipment has been purchased and is evident in the station. These programs will most likely be formally addressed in the SOP system being currently developed.

#### *“Training”*

This is a very critical area of any and all fire departments. Successful departments are the result of excellent training programs.

**TRAINING IS EXPENSIVE!**

**GOOD TRAINING IS VERY EXPENSIVE!!**

## **NO TRAINING IS THE MOST EXPENSIVE OF ALL!!!**

Few areas are more important to firefighter safety, performance and overall success at the fire scene, than training. Basic recruit training not only gives firefighters the basic skills they need on the job, but also provides an introduction to the department for its new personnel. Ongoing training beyond the recruit level keeps skills current, enhances teamwork among crewmembers, and allows new ideas and techniques to be introduced.

The SWFD currently has an on-going training program. For consideration of certification, they are using the IFSTA and Firefighter 1 standards.

The SWFD’s evaluation forms for documentation of training and proficiency of the members have been developed in-house, in conjunction with industry accepted standards. However, considerably more documentation will probably be needed to satisfy ISO or Rating Bureau requirements.

In the 2003 report it was noted that the need for a “training ground.” The department has invested along with Fire District 8 time and money to provide this.

The department now has access to drill/training grounds, with towers, windows, stairs, standpipes, live fire, etc. A prescribed and documented skills-maintenance program now in placeThey will want to see the actual records of individual, company, multi-company and night drills as well as mutual aid and disaster drills. Having no access to drill/training grounds, with towers, windows, stairs, standpipes, live fire, etc., will always be a drawback for smaller departments and will restrict training opportunities for them. Driver operators and engineers need the challenge of long hose lays, with differing type of nozzles and appliances, as well as elevations for head pressures to determine friction loss and pressure settings. A prescribed and documented skills maintenance program does not yet

seem to be in place. We would expect this will all be changed with the construction and utilization of the Training Facility that is currently under planning and development.

### **General Training Competency**

In order to ensure quality training is provided, it should be based on established standards of good practice. There are a variety of sources for training standards. For the most part, the SWFD has selected training based on the IFSTA Training standards. ("Combat training"). The SWFD recruit firefighters are required to meet some basic firefighter skills prior to being allowed to respond to emergencies. Because of the very limited numbers of volunteer personnel, actual extended training for recruits may be more OJT than academy.

For anyone responsible for making people smarter faster, the time available is always too short, the budget unrealistic and the demands unrelenting.

### **Fire Department Summary**

In summary based on the information provided in the 1996 and 2003 report and by the department self-audit and by the fire chief's direct observations, it is apparent that the department has made significant improvements in staffing, facilities and equipment. It is clear that the Sedro-Woolley Fire Department and the City of Sedro-Woolley have made great efforts and accomplished quite a bit regarding the previous recommendations and have only been limited by time and finances. The department is certainly in better condition than it was in 2003 and it is through no small effort on everyone's part. The City must not relax in its efforts to provide adequate and reliable service to the citizens. The continued up grading of equipment and increasing department staffing must be a priority.

### **Training Facilities and Resources**

— Training facilities are currently quite limited. The department has some audio/visual equipment, and a limited library of technical and training manuals. Skills training should attempt to recreate the real environment at an emergency scene. Unless training facilities allow for realistic simulation of these environments, quality training is difficult to provide. The SWFD should aggressively pursue its proposed Training Facility, which could also be utilized or joint training with its mutual aid neighbors. A drafting pit is necessary to meet training needs as well as the requirements for pumpers to be tested at least once per year in a draft mode.

— The kind of training that can happen at such a facility includes the following:

- ◆ Exposure to heat
- ◆ Exposure to smoke
- ◆ Water application/fire control
- ◆ Simulate fire extension
- ◆ Simulate multi-story fire
- ◆ Simulate fuel types
- ◆ Search and rescue
- ◆ Ventilation
- ◆ Forceful entry
- ◆ Fire behavior
- ◆ Ladder evolutions
- ◆ Salvage and overhaul

— Benefits from this type of training include:

- ◆ Increased safety
- ◆ Decreased environmental impacts
- ◆ Reduced operational costs of live fire training
- ◆ Consistent and repeatable evolutions
- ◆ Increase of training effectiveness

— A quality training program should be based on pre-established training objectives. These objectives are developed through a needs assessment process that identifies skill and knowledge areas that may be deficient or need additional focus. It also ensures that new skills required to cope with new risks are identified and programmed into the overall training program.

—The SWFD has probably not identified all training objectives for its initial training program. The department's ongoing training programs appear to be based on a more informal assessment of annual training needs. Given all of the refresher training that must be provided to meet OSHA standards, minimize skill degradation, and ensure safe and competent emergency scene performance, time and training personnel presently allotted may not be sufficient. Following is the minimum ISO training requirements:

**ISO Training Requirements**

(Section 580)

**Facilities, Aids and Use**

A. Facilities, Aids, and Uses	Points
1. Facilities and Aids:	
Drill Tower	8
Fire Building (including smoke room)	8
Combustible Liquid Pit	5
Library and Training Manuals	2
Slide and Movie Projectors, pump and hydrant cutaways	2
Training area, may include streets or open areas	10
2. Use:	
Half day (3 hours), 8 per year	0.40 max
Half day (3 hours), multi-company drills, 4 per year	0.40 max
Night drills (3 hours), two per year	0.20 max

—Note: A single company drill may receive credit under a and c. A multi company drill may receive credit under a, b and c.

**ISO Training Requirements**

(Section 580)

Subject Matter	Section	Hours
a. Half day (3 hours), 8 per year	580-2	24
b. Half day (3 hours), multi-company drills, 4 per year	580-2	*12
c. Night drills (3 hours), two per year	580-2	*6

Objectives meet by 1 Wet Drill per month

\* A single company drill may receive credit under a or c. A multi-company drill may receive credit under a, b, or c

B. Company Training, per member*	580-B	20/ Month
C. Classes for Officers	580-C	16/ Year
D. Driver and Operator Training	580-D	16/ Year
E. New Driver and Operator Training	580-E	40/ Initial
F. Training on Radioactivity	580-F	4/ Year
G. Recruit Training (Initial Training)	580-G	240 Initial
H. Pre-Fire-Planning Inspections	580-H	2X Year

—Note: Each commercial, industrial, institutional and other similar type buildings should be made twice a year. Record of the inspections should include complete and up to date notes and sketches.

**Competency Based Training**

—As discussed earlier, the SWFD is developing a competency based approach to training. With this approach, personnel will not be constantly practicing skills they are already able to perform safely

and efficiently. Under a competency-based system, an evaluation of skill performance is conducted. Where an individual can demonstrate the ability to meet the competency, no further training is required. Where they can't, then additional training is required and provided. The competencies tested should be based on the person's position and duties with the department. Where an individual has multiple responsibilities, their competency evaluations would cover all required areas of skill and ability. Officers should be tested on strategy and tactics, incident command and other command level skills. Drivers should be tested on driving and pump operation skills and firefighters on skills in their respective disciplines.

—The net result is less time spent practicing the skills already well learned and more time available to practice skills the personnel are not proficient with and more time to develop new skills and knowledge.

—The competency-based evaluation must be conducted periodically, and frequently enough to detect deficiencies early. A competency-based system ensures that all personnel can perform the required tasks and activities in a safe and efficient manner. Documentation of the program provides a valuable record of the department's capabilities and efforts to ensure competency, should that ever be challenged.

—Other than for those training sessions required to comply with law, attendance standards become less important under a competency-based approach. It's the demonstration of competency that is critical and the learning of new skills to keep pace with a changing environment.

### **Training Program Goals and Objectives**

—The department has established its Annual Training Goals and is requiring department personnel to meet these goals and objectives. They also have a formal Officer Development program which is available to personnel. The current administration

professes to place a high priority on the education of its personnel, and ESCi cannot find any indications to the contrary.

—The report indicates the SWFD would rely on the Mount Vernon FD for response to confined spaces rescues, but we are informed such a team does not exist in Mount Vernon and the team would actually be dispatched out of Bellingham. At some point, SWFD members should be trained in the basics of specialized rescues. Because the department provides primary structural protection only and relies on DNR for wildland firefighting, the members are trained to a wildland fire level of safety, only.

### **Hazardous Materials**

—Hazardous materials response training appears to be very limited. The SWFD needs to recognize some of the federal and state requirements imposed upon them and should assure itself that they are meeting these requirements.

—Federal law requires that all facilities using certain types of hazardous material have an emergency plan. The law also requires that fire departments participate in emergency plan development and coordinate with the facility to ensure the plan is adequate. While the SWFD is most probably responsible for emergency response to some of the facilities that would obviously have these types of materials on hand, they don't appear to be currently referenced in the manual(s) maintained by the department.

### **Hazardous Materials Response**

—Standard operating procedures (SOPs) for hazardous materials response are not just for hazardous materials response teams. Fire and EMS departments that respond, or are subject to respond, to any type of incident involving hazardous materials must develop written standard operating procedures. This

is a mandatory federal requirement under the Superfund Amendments and Reauthorization Act (SARA) passed in 1986.

— Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) promulgate regulations under SARA Title I, Section 126. OSHA 29 CFR § 1910.120, *Hazardous Waste Operations and Emergency Response* (commonly known as HAZWOPER) and EPA 40 CFR § 311 are essentially identical regulations applicable to all emergency responders within the United States regardless of their location or status as a paid or volunteer employee. These regulations define five training levels for emergency responders based on the functions they may be expected to perform at a hazardous materials incident. — They are:

- — First Responder Awareness — Individuals likely to witness or discover the release of a hazardous material. Trained to initiate the appropriate response and take no further action.
- — First Responder Operations — Respond to releases or potential releases of hazardous substances as part of the initial response. Expected to take defensive actions without trying to stop the release, for the purpose of protecting persons, property, and the environment. This is considered the minimum acceptable level of training for members of fire and EMS departments.
- — Hazardous Materials Technician — Respond to a hazardous materials incident for the purpose of stopping the release. These individuals are often members of a Hazmat team.
- — Hazardous Materials Specialist — Respond with and support hazardous materials technicians. Possess specialized knowledge of chemical hazards or container characteristics.

- — On scene Incident Commander Assumes control of the incident beyond the first responder awareness level. This individual must possess minimum training at the first responder operations level with additional knowledge of state, local, and federal response plans.

— The SWFD’s level of training is reported to be that of First Responder Operations.

— Major hazards should be identified and good quality pre-incident plans should be developed and carried in all response apparatus. We would further recommend the department obtain a copy of the Special Haz Mat issue of Fire Economics, August 2001. Other recommendations specifically noted in that report but not in this one have either not been acted on, or they are really not pertinent.

### **“Emergency Response”**

— Response times addressed in the 1996 report appear to still be the department’s standards at this time, which would be understandable as there have been no additional stations or appreciable personnel positioned since that report. The chief indicates that even though there are too few personnel arriving immediately, the department is observing the Two In/Two Out safety policy established by OSHA and reflected in Washington’s codes and statutes.

— In order that everyone reading this report understand this landmark policy, ESCi explains the following:

### **Two In and Two Out**

— The federal Occupational Safety and Health Administration (OSHA) has issued a revised standard regarding respiratory protection. Among other changes, the regulation now requires that interior structural firefighting procedures provide for at least two firefighters inside the structure. Two firefighters inside the structure must have direct visual

or voice contact between each other and direct, voice or radio contact with firefighters outside the structure. This section has been dubbed the firefighters' "two in/two out" regulation. The following questions and answers are to assist in understanding the section of the regulation related to interior structural firefighting.

### **Guidance on the OSHA 2 In/2 Out Policy**

#### **1. What is the federal OSHA Respiratory Protection Standard?**

—In 1971, federal OSHA adopted a respiratory protection standard requiring employers to establish and maintain a respiratory protection program for their respirator wearing employees. The revised standard strengthens some requirements and eliminates duplicative requirements in other OSHA health standards.

—The standard specifically addresses the use of respirators in Immediately Dangerous to Life or Health (IDLH) atmospheres, including interior structural firefighting. OSHA defines structures that are involved in fire beyond the incipient stage as IDLH atmospheres. In these atmospheres, OSHA requires that personnel use self-contained breathing apparatus (SCBA), that a minimum of two firefighters work as a team inside the structure, and that a minimum of two firefighters be on standby outside the structure to provide assistance or perform rescue.

#### **2. Why is this standard important to firefighters?**

—This standard, with its two in/two out provision, may be one of the most important safety advances for firefighters in recent decades. Too many firefighters have died because of insufficient accountability and poor communications. This standard addresses both and leaves no doubt that two in/two out requirements must be followed for firefighter safety and compliance with the law.

#### **3. Which firefighters are covered by these regulations?**

—The federal OSHA standard applies to all private sector workers engaged in firefighting activities through industrial fire brigades, private incorporated fire companies (including the "employees" of incorporated volunteer companies and private fire departments contracting to public jurisdictions) and federal firefighters. In 23 states and two territories, the state, not the federal government, has responsibility for enforcing worker health and safety regulations. These "state plan" states have earned the approval of federal OSHA to implement their own enforcement programs. These states must establish and maintain occupational safety and health programs for all public employees that are as effective as the programs for private sector employees. In addition, state safety and health regulations must be at least as stringent as federal OSHA regulations. Federal OSHA has no direct enforcement authority over state and local governments in states that do not have state OSHA plans.

—All professional career firefighters, whether state, county, or municipal, in any of the states or territories where an OSHA state plan agreement is in effect, have the protection of all federal OSHA health and safety standards, including the new respirator standard and its requirements for firefighting operations. The following states have OSHA approved plans and must enforce the two in/two out provision for all fire departments.

Alaska  
Kentucky  
North Carolina  
Virginia  
Arizona  
Maryland  
Oregon  
Virgin Islands  
California  
Michigan

Puerto Rico  
Washington  
Connecticut  
Minnesota  
Utah  
Wyoming  
Hawaii  
Nevada  
Tennessee  
Indiana  
New Mexico  
South Carolina  
Iowa  
New York  
Vermont

—A number of other states have adopted, by reference, federal OSHA regulations for public employ- ee firefighters. These states include Florida, Illinois and Oklahoma. In these states, the regulations carry the force of state law.

—Additionally, a number of states have adopted NFPA standards, including NFPA 1500, Standard for Fire Department Occupational Safety and Health Program. The 1997 edition of NFPA 1500 now includes requirements corresponding to OSHA’s respiratory protection regulation. Since the NFPA is a private consensus standards organiza- tion, its recommendations are preempted by OSHA regulations that are more stringent. In other words, the OSHA regulations are the minimum require- ment where they are legally applicable. There is nothing in federal regulations that “deem compli- ance” with any consensus standards, including NFPA standards, if the consensus standards are less stringent. It is unfortunate that all U.S. and Canadi- an firefighters are not covered by the OSHA respi- ratory protection standard. However, we must con- sider the two in/two out requirements to be the min- imum acceptable standard for safe fire ground oper- ations for all firefighters when self-contained breathing apparatus is used.

**—4.— When are two in/two out procedures re- quired for firefighters?**

—OSHA states that “once firefighters begin the interior attack on an internal or structural fire, the atmosphere is assumed to be IDLH and paragraph 29 CFR 1910.134(g)(4) [two in/two out] applies.” OSHA defines interior structural firefighting “as the physical activity of fire suppression, rescue or both inside of buildings or enclosed structures which are involved in a fire situation beyond the incipient stage.” OSHA further defines an incipient stage fire in 29 CFR 1910.155(26) as a “fire which is in the initial or beginning stage and which can be con- trolled or extinguished by portable fire extinguish- ers, Class II standpipe or small hose systems with- out the need for protective clothing or breathing apparatus.” Any structural fire beyond incipient stage is considered to be an IDLH atmosphere by OSHA.

**—5.— What respiratory protection is required for interior structural firefighting?**

—OSHA requires that all firefighters engaged in interior structural firefighting must wear SCBAs. SCBAs must be NIOSH certified, positive pressure, with a minimum duration of 30 minutes. [29 CFR 1910.156(f)(1)(ii)] and [29 CFR 1910.134 (g)(4)(iii)]

**—6.— Are all firefighters performing interior structural firefighting operations required to operate in a buddy system with two or more per- sonnel?**

—Yes. OSHA clearly requires that all workers en- gaged in interior structural firefighting operations beyond the incipient stage use SCBA and work in teams of two or more. [29 CFR 1910.134(g)(4)(i)]

**—7.— Are firefighters in the interior of the structure required to be in direct contact with one another?**

—Yes. Firefighters operating in the interior of the structure must operate in a buddy system and maintain voice or visual contact with one another at all times. This assists in assuring accountability within the team. [29 CFR 1910.134(g)(4)(i)]

—8. ~~Can radios or other means of electronic contact be substituted for visual or voice contact, allowing firefighters in an interior structural fire to separate from their “buddy” or “buddies”?~~

—No. Due to the potential of mechanical failure or reception failure of electronic communication devices, radio contact is not acceptable to replace visual or voice contact between the members of the “buddy system” team. Also, the individual needing rescue may not be physically able to operate an electronic device to alert other members of the interior team that assistance is needed.

—Radios can and should be used for communications on the fire ground, including communications between the interior firefighter team(s) and exterior firefighters. They cannot, however, be the sole tools for accounting for one’s partner in the interior of a structural fire. (29 CFR 1910.134(g)(4)(i)) [29 CFR 1910.134(g)(3)(ii)]

—9. Are firefighters required to be present outside the structural fire prior to a team entering and during the team’s work in the hazard area? Yes. OSHA requires at least one team of two or more properly equipped and trained firefighters to be present outside the structure before any team(s) of firefighters enters the structural fire. This requirement is intended to assure that the team outside the structure has the training, clothing and equipment to protect them and, if necessary, safely and effectively rescue firefighters inside the structure. For high rise operations, the team(s) would be staged below the IDLH atmosphere. [29 CFR 1910.134(g)(3)(iii)]

—10. ~~Do these regulations mean that, at a minimum, four individuals are required, that is, two individuals working as a team in the interior of~~

~~the structural fire and two individuals outside the structure for assistance or rescues?~~

—Yes. OSHA requires that a minimum of two individuals, operating as a team in direct voice or visual contacts, conduct interior firefighting operations utilizing SCBA. In addition, a minimum of two individuals who are properly equipped and trained must be positioned outside the IDLH atmosphere, account for the interior team(s) and remain capable of rapid rescue of the interior team. The outside personnel must at all times account for and be available to assist or rescue members of the interior team. [29 CFR 1910.134(g)(4)]

—11. ~~Does OSHA permit the two individuals outside the hazard area to be engaged in other activities, such as incident command or fire apparatus operation, for example, pump or aerial operators?~~

—OSHA requires that one of the two outside firefighters function is to account for and, if necessary, initiate a rescue of the interior firefighters. Aside from this firefighter dedicated to tracking interior personnel, the other designated firefighter is permitted to take on other roles, such as incident commander, safety officer or equipment operator. However, the other designated outside firefighter cannot be assigned tasks that are critical to the health and safety of any other firefighters working at the incident.

—Any task the outside firefighters perform while in standby rescue status must not interfere with the responsibility to account for those individuals in the hazard area. Any task, evolution, duty, or function being performed by the standby firefighters must be such that the work can be abandoned, without placing any firefighters at additional risk, if rescue or other assistance is needed. [29 CFR 1910.134(g)(4)(Note 1)]

**— 12. If a rescue operation is necessary, must the buddy system be maintained while entering the interior structural fire?**

—Yes. Any entry into an interior structural fire beyond the incipient stage, regardless of the reason, must be made in teams of two or more firefighters. [29 CFR 1910.134(g)(4)(i)]

**— 13. Do the regulations require two firefighters outside for each team of individuals operating in the interior of a structural fire?**

—The regulations do not require a separate “two-out” team for each team operating in the structure. However, if the incident escalates, if accountability cannot be properly maintained from a single exposure, or if rapid rescue becomes infeasible, additional outside crews must be added. For example, if the involved structure is large enough to require entry at different locations or levels, additional “two-out” teams would be required. [29 CFR 1910.134(g)(4)]

**— 14. If four firefighters are on scene of an interior structural fire, is it permissible to enter the structure with a team of two?**

—OSHA’s respiratory protection standard is not about counting heads. Rather, it dictates functions of firefighters prior to an interior attack. The entry team must consist of at least two individuals. Of the two firefighters outside, one must perform accountability functions and be immediately available for firefighter rescue. As explained above, the other may perform other tasks, as long as those tasks do not interfere with the accountability functions and can be abandoned to perform firefighter rescue. Depending on the operating procedures of the fire department, more than four individuals may be required. [29 CFR 1910.134(g)(4)(i)]

**— 15. Does OSHA recognize any exceptions to this regulation?**

—OSHA regulations recognize deviations to regulations in an emergency operation where immediate action is necessary to save a life. For fire department employers, initial attack operations must be organized to ensure that adequate firefighters are at the emergency scene prior to any interior attack at a structural fire. If initial attack firefighters find a known life hazard situation where immediate action could prevent the loss of life, deviation from the two in/two out standard may be permitted, as an exception to the fire department’s organizational plan. However, such deviations from the regulations must be exceptions and not de facto standard practices. In fact, OSHA may still issue “de minimis” citations for such deviations from the standard, meaning that the citation will not require monetary penalties or corrective action. The exception is for a known life rescue only, not for standard search and rescue activities. When the exception becomes the practice, OSHA citations are authorized. [29 CFR 1910.134(g)(4)(Note 2)]

**— 16. Does OSHA require employer notification prior to any rescue by outside firefighters?**

—Yes. OSHA requires the fire department or the incident commander be notified prior to any rescue of firefighters operating in an IDLH atmosphere. The fire department would have to provide any additional assistance appropriate to the emergency, including the notification of on scene firefighters and incoming units. Additionally, any such actions taken in accordance with the “exception” provision should be thoroughly investigated by the fire department with a written report submitted to the fire chief. [29 CFR 1910.134(g)(3)(iv)]

**— 17. How do the regulations affect firefighters entering a hazardous environment that is not an interior structural fire?**

—Firefighters must adhere to the two in/two out regulations for other emergency response operations in any IDLH, potential IDLH, or unknown atmos-

phere. OSHA permits one standby person only in those IDLH environments in fixed workplaces, not fire-emergency situations. Such sites, in normal operating conditions, contain only hazards that are known, well characterized, and well controlled. [29 CFR 1910.120(q)(3)(vi)]

**—18. When is the new regulation effective?**

—The revised OSHA respiratory protection standard was released by the Department of Labor and published in the Federal Register on January 8, 1998. It became effective on April 8, 1998. “State Plan” states had six months from the release date to implement and enforce the new regulations.

**—19. How does a fire department demonstrate compliance with the regulations?**

—Fire departments must develop and implement standard operating procedures addressing fire-ground operations and the two in/two out procedures to demonstrate compliance. Fire department training programs must ensure that firefighters understand and implement appropriate two in/two out procedures. [29 CFR 1910.134]

**—20. What can be done if the fire department does not comply?**

—Federal OSHA and approved state plan states must, “...assure so far as possible every working man and woman in the Nation safe and healthful working conditions.” To ensure such protection, federal OSHA and states with approved state plans are authorized to enforce safety and health standards.

—These OSHA agencies must investigate complaints and conduct inspections to make sure that specific standards are met and that the workplace is generally free from recognized hazards likely to cause death or serious physical harm.

—Federal OSHA and state occupational safety and health agencies must investigate written complaints signed by current employees or their representatives regarding hazards that threaten serious physical harm to workers. By law, federal and state OSHA agencies do not reveal the name of the person filing the complaint, if the complainant so requests. Complaints regarding imminent danger are investigated even if they are unsigned or anonymous. For all other complaints (from other than a current employee, or unsigned, or anonymous), the agency may send a letter to the employer describing the complaint and requesting a response. It is important that a federal or state OSHA complaint be in writing.

—When an OSHA inspector arrives, he or she displays official credentials and asks to see the employer. The inspector explains the nature of the visit, the scope of the inspection and applicable standards. A copy of any employee complaint, edited if requested, to conceal the employee’s identity is available to the employer. An employer representative may accompany the inspector during the inspection. An authorized representative of the employee, if any, also has the right to participate in the inspection. The inspector may review records, collect information and view work sites. The inspector may also interview employees in private for additional information. Federal law prohibits discrimination in any form by employers against workers because of anything that workers say or show the inspector during the inspection or for any other OSHA protected safety-related activity.

—Investigations of imminent danger situations have top priority. An imminent danger is a hazard that could cause death or serious physical harm immediately, or before the danger can be eliminated through normal enforcement procedures. Because of the hazardous and unpredictable nature of the fire ground, a fire department’s failure to comply with the two in/two out requirements creates an imminent danger and the agency receiving a related complaint must provide an immediate response. If inspectors find imminent danger conditions, they

will ask for immediate voluntary correction of the hazard by the employer or removal of endangered employees from the area. If an employer fails to do so, federal OSHA can go to federal district court to force the employer to comply. State occupational safety and health agencies rely on state courts for similar authority.

—Federal and state OSHA agencies are required by law to issue citations for violations of safety and health standards. The agencies are not permitted to issue warnings. Citations include a description of the violation, the proposed penalty (if any), and the date by which the hazard must be corrected. Citations must be posted in the workplace to inform employees about the violation and the corrective action. [29 CFR 1903.3(a)]

—It is important for labor and management to know that this regulation can also be used as evidence of industry standards and feasibility in arbitration and grievance hearings on firefighter safety, as well as in other civil or criminal legal proceedings involving injury or death where the cause can be attributed to employer failure to implement two-in/two-out procedures. Regardless of OSHA's enforcement authority, this federal regulation links fire ground operations with fire fighter safety.

**—21. What can be done if a fire fighter does not comply with fire department operating procedures for two in/two out?**

—Fire departments must amend any existing policies and operational procedures to address the two-in/two-out regulations and develop clear protocols and reporting procedures for deviations from these fire department policies and procedures. Any individual violating this safety regulation should face appropriate departmental action.

—The department is currently working on setting its goals and objectives to meeting the current requirements of NFPA Standards.

—The department feels it is meeting the minimum of at least 4 personnel initially at the scene of a fire based on three personnel responding on an engine and two additional personnel responding on an aid vehicle. We would suggest they really examine this response to see how consistent it is and if there would be some way of augmentation with mutual/automatic aid agreements with their neighbors.

—The department continues to provide Basic Life Support services for their customers and relies on the EMS system in the county for Advanced Life Support. The county is currently dealing with a major change in how EMS interacts between the county and the local hospitals. At the time of this report, no definitive agreements have been worked out.

—On page 29 of the 1996 report, there is a list of 11 items identified as necessary to support the department's Emergency Management functions. Items 1—7 have been done. Item 8, addressing emergency preparedness brochures for all city residents, has been accomplished to the extent that this brochure is available to any and all residents. Item 11 addresses specialized training such as water rescue and hazardous materials response. The chief indicates these areas have not been pursued.

***“Fire Prevention and Inspection”***

—All items are reported by the chief to have been accomplished, with the exception that the recommendation had listed the 1994 UFC and the department is currently utilizing the 1997 UFC. All other recommendations have either been met or are currently being worked on, or, have been dispensed with for one of any reasons discussed earlier in this report.

***“Public Education”***

—Items 1—3 have been accomplished utilizing the EMS council or the department. The SWFD will consider the Fire Safety Open House (item 4) but has not yet decided to pursue this particular recommendation.

—Item 5 is being done this year.

—Item 6 The Water Safety course will probably not become part of the function of the SWFD.

—Items 7-14, done.

—Item 15 is currently being worked on and is being fine-tuned as of this time.

—Item 16 is currently under consideration of being a joint effort with District 8.

—Items 17 & 18, is reported as having been done or being worked on.

#### ***“Apparatus”***

—The department has developed a 5-year capital improvement program with yearly updates, which includes equipment and also includes a 3-year computer improvement program with annual updates. Where applicable, the department has met the recommendations regarding the regular maintenance program.

#### ***“Cost Recovery”***

—As indicated earlier in this report, the program has not proved to be a viable or substantial source for revenue generation.

#### ***“Integration”***

—The “other” integration of services recommended for consideration in the report have been evaluated and are either working or in the process of being incorporated into the department’s scope of operations and administration.

#### ***“Growth Management Planning”***

—Items listed under this heading have not changed and very critical is the relatively small size of initial and sustained attack crews. This is an ongoing problem.

#### ***“Capital Facilities Plan”***

—Items listed under this heading as Goal 2, Policy 2.1 and Policy 2.2 have comments annotated as “good” next to them, which were placed by the fire chief, while Policy 3.8 discussing General Obligation bonds indicates that it was presented and rejected by the voters.

#### ***“Fire Department Specific Goals and Policies”***

—Policy FD1.3, FD1.4, and FD1.6 are all noted as being “done”, but Policy FD1.5 is noted as not being done because of the dollar impact (not sure whether impact is on city or on residents).

#### **“CITY OF SEDRO WOOLLEY FIRE DEPARTMENT RESOURCES”**

—“**Fire Protection Facilities Inventory**” (page 41 of 1996 report), once again indicates that a ladder truck is being specified by the fire chief since this report was done in 1996.

#### **CURRENT LEVEL OF SERVICES EVALUATION**

—Under “**Facilities assessment**”, the fire chief has noted (and it is obvious) that the fire department has since moved into the new station (1998).

—Under “**Fire Apparatus Assessment**”, these apparatus have been addressed and dealt with in an appropriate manner, which includes replacing and additional equipment as needed. A new engine should be on premises as this report is being concluded. The department has accepted the industry standard replacement schedule and will do so if funding permits.

#### **“IMPACT FEES FOR NEW GROWTH AND OTHER DEVELOPER CONTRIBUTIONS”**

—This system for Sedro Woolley has not produced revenues anywhere near expectations and does not appear to be able to do so in the foreseeable future. Our understanding is that it will take another 25 years for Sedro Woolley to approximately double

its population from 8,800 to 16,000 and this will be principally residential. Impact fees vary greatly from community to community and can run from being minimal to being almost prohibitive. If growth will be primarily residential, large impact fees will most definitely (with rare exception) stifle growth as residences do not have any way to pass on those costs as do businesses. Many times, communities try to find ways of dollar incentives in order to get the current growth and thereby increase the future tax base.

#### CONCLUSIONS BY ESCI

—Based on the information provided by the fire chief and by direct observations, it is apparent that the recommendations contained within the 1996 “Audit Analysis for Strategic Planning” have been examined, discussed and pursued as extensively as was possible considering available resources such as time and money. It appears the Sedro Woolley Fire Department and the City of Sedro Woolley have made great efforts and accomplished quite a bit regarding those recommendations and have only been limited by pragmatism and finances. The department is certainly in better condition than it was in 1996 and it is through no small effort on everyone’s part. Fire Chief Dean Klinger, members of the department, the community and the city are all to be commended.

**APPENDIX to Fire Department Strategic Plan**

(The following information was provided to ESCi from the Sedro-Woolley Fire Department)

**How to Calculate Fire Impact Fees  
Sample Formula for Determining Impact Fee**

1	Total Number of Fire Apparatus	/	Square Feet All Developed Structures	=	Fire Apparatus per Square Foot of Development
2	Fire Apparatus per Square Foot of Development	X	Cost per Apparatus	=	Fire Capital Cost per Square Foot of Development
3	Fire Capital Cost per Square Foot of Development	-	Adjustment per Square Foot of Development	=	Fire Impact Fees per Square Foot of Development

\*Note\*

The above is a sample formula for calculating fire impact fees. Different types of construction (Residential -vs- Commercial) are at a different rate due to different components within the formula.

## Fire Impact Fees — Residential

<u>Component</u>	<u>Number of Apparatus</u>	<u>Square Feet Development Served</u>	<u>Apparatus Per Square Foot</u>	<u>Cost Per Apparatus</u>	<u>Capital Cost Per Square Foot</u>
Pumpers	3	5,126,838	0.00000685	324,000	<del>0.180608</del>
Aid Units	1	5,126,838	0.00000195	95,000	0.018531
Aerial Units	0	5,126,838	0.00000000	750,000	0.000000
Specialty Units	1	5,126,838	0.00000195	36,000	0.007022
Command Vehicles	2	5,126,838	0.00000390	27,000	0.010533
Training facilities	1	5,126,838	0.00000195	75,000	0.014629
					0.2403134

<u>YEAR</u>	<u>EXPENDITURES</u>
1996	35,141
1997	29,989
1998	35,897
1999	25,161
2000	71,327
2001	54,754
2002	24,601
<hr style="width: 20%; margin: 0 auto;"/>	
7-Year Total	276,870
Annual Average	39,553
Annual Average / Square Foot of Development	0.00772
Six year	0.0462910

TABLE 1  
CITY OF SEDRO-WOOLLEY  
FIRE APPARATUS AND CAPITAL COSTS PER SQUARE FOOT OF DEVELOPMENT

<u>Component</u>	<u>Number of Apparatus</u>	<u>Square Feet Development Served</u>	<u>Apparatus Per Square Foot</u>	<u>Cost Per Apparatus</u>	<u>Capital Cost Per Square Foot</u>
Aerial Units	1	5,126,638	0.000000195	525,000	0.102406
Ambulances	2	5,126,638	0.000000390	150,000	0.058518
Fire Station 2	1	5,126,638	0.000000195	619,326	0.120805
					0.2817297

TABLE 2  
CITY OF SEDRO-WOOLLEY  
PREVIOUS PAYMENTS MADE BY NEW DEVELOPMENT  
AVAILABLE TO FUND FUTURE NEEDS

<u>YEAR</u>	<u>AVAILABLE FUNDS</u>
2008	0
2009	0
2010	0
2011	0
2012	2,735
2013	4,348
2014	2,965
7-Year Total	
	10,048
Annual Average	1,435
Annual Average / Square Foot of Development	0.00028
Six year	0.0016799

CITY OF SEDRO-WOOLLEY PROPOSED IMPACT FEE RATE		
<u>Full Cost</u>	<u>Less Adjustment</u>	<u>Impact Fee per Square Foot</u>
\$0.24	\$0.05	\$0.19

Home	Impact Fee	Increase/Decrease
900	0	-227.00
1200	0	-227.00
1500	0	-227.00
1800	0	-227.00
2000	0	-227.00
2200	0	-227.00

City of Sedro-Woolley Proposed Fire Impact Fee Rate - Residential		
<u>Full Cost per sqft</u>	<u>Less Adjustment</u>	<u>Fire Impact Fee Per sqft</u>
\$0.28	\$0.00	\$0.28

## Fire Impact Fees — Commercial

TABLE 1 CITY OF SEDRO-WOLLEY FIRE APPARATUS AND CAPITAL COSTS PER SQUARE FOOT OF DEVELOPMENT					
<u>Component</u>	<u>Number of Apparatus</u>	<u>Square Feet Development Served</u>	<u>Apparatus Per Square Foot</u>	<u>Cost Per Apparatus</u>	<u>Capital Cost Per Square Foot</u>
Pumpers	3	5,126,638	0.000000585	324,000	0.1895979
Aid Units	1	5,126,638	0.000000195	95,000	0.0185307
Aerial Units	1	5,126,638	0.000000195	750,000	0.1482947
Specialty Units	1	5,126,638	0.000000195	36,000	0.0070221
Command Vehicles	2	5,126,638	0.000000390	27,000	0.0105332
Training facilities	1	5,126,638	0.000000195	75,000	0.0146295
					0.3866081

TABLE 2 CITY OF SEDRO-WOLLEY PREVIOUS EXPENDITURES FOR FIRE PROTECTION APPARATUS	
<u>YEAR</u>	<u>EXPENDITURES</u>
1996	35,141
1997	29,989
1998	35,897
1999	25,161
2000	71,327
2001	54,754
2002	24,601
<hr style="width: 20%; margin: 0 auto;"/>	
7-Year Total	276,870
Annual Average	39,553
Annual Average / Square Foot of Development	0.00772
Six year Average / Square Foot of Development	0.0462910

TABLE 1  
CITY OF SEDRO-WOOLLEY  
FIRE APPARATUS AND CAPITAL COSTS PER SQUARE FOOT OF DEVELOPMENT

<u>Component</u>	<u>Number of Apparatus</u>	<u>Square Feet Development Served</u>	<u>Apparatus Per Square Foot</u>	<u>Cost Per Apparatus</u>	<u>Capital Cost Per Square Foot</u>
Aerial Units	1	5,126,638	0.000000195	525,000	0.102406
Ambulances	2	5,126,638	0.000000390	150,000	0.058518
Fire Station 2	1	5,126,638	0.000000195	619,326	0.120805
					0.2817297

TABLE 2  
CITY OF SEDRO-WOOLLEY  
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<u>YEAR</u>	<u>AVAILABLE FUNDS</u>
2008	0
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2010	0
2011	0
2012	2,735
2013	4,348
2014	2,965
7-Year Total	
	10,048
Annual Average	1,435
Annual Average / Square Foot of Development	0.00028
Six year	0.0016799

CITY OF SEDRO-WOOLLEY PROPOSED IMPACT FEE RATE		
<u>Full Cost</u>	<u>Less Adjustment</u>	<u>Impact Fee per Square Foot</u>
\$0.39	\$0.05	\$0.34
(40% adjustment for sprinkled buildings)		

Building	Impact Fee	Increase/Decrease	
700	0	-227.00	Apt
3000	0	-340.50	340.5 McDonalds
20000	0	-454.00	454 Safeway

City of Sedro-Woolley Proposed Fire Impact Fee Rate - Commercial		
<u>Full Cost per sqft</u>	<u>Less Adjustment</u>	<u>Fire Impact Fee Per sqft</u>
\$0.28	\$0.00	\$0.28

Nonresidential Credits
Sprinkler Systems = 40%
Alarm System = 10%
Sprinkler & Alarm Systems = 50%

### Six-Year Capital Facilities Replacement Plan

Capital Item	Make / Type	Purchase year	Est. Cost	Est. Replacement Date
Command Vehicle 5510	Ford Pickup	1994	35,000.00	2004
Engine 5513	Darley Pumper	1991	350,000.00	2011
Engine 5512	H&W Pumper	1996	350,000.00	2016
Engine 5511	H&W Pumper	2003	350,000.00	2024
Tender 5516 (Dist 8)	Freightliner	1999	N/A	2019
Rescue 5517 (Dist 8)	Chevy 2 Ton	1985	N/A	2005
Utility 5518	Ford F450	2001	36,000.00	2016
Aid 5519	Ford Ambulance	1995	95,000.00	2010
Chiefs Vehicle 5501	Ford Taurus	1991	27,000.00	2001**
Quint Ladder Truck 5515		*2004	750,000.00	
Total Equipment Costs			1,993,000.00	
Head Quarters Station		1999	3,000,000.00	2024
(station upgrade to quarters for EMS)		*2004	25,000.00	
Station 2		*2004	150,000.00	
Air Station for SCBA		2000	35,000.00	2010
Training Facilities		*2003	75,000.00	
Thermal Imaging Camera		2000	25,000.00	2010

Rotational replacement schedule for all apparatus and vehicles

Engines            20 years  
 Staff Vehicles    10 years  
 Specialty Vehicles 15 years

Note: ( \* ) Items to be purchased  
 (\*\*) Items which are past due

## APPENDIX B

### SKAGIT COUNTY PLANNING POLICIES\*

\*—Editor's Note: These planning policies were produced by Skagit County, dated June 15, 2000, and have been reprinted in this appendix with minimal editorial changes.

#### Skagit County Countywide Planning Policies

##### The Role of the Skagit County Countywide Planning Policies and the Comprehensive Plan

- i—These countywide planning policies shall be the foundation for the Skagit County Comprehensive Plan.
- ii—All Elements of the Comprehensive Plan, including maps and procedures, shall comply with these policies. Amendments to the other components of the comprehensive plan shall conform to these policies.
- iii—As required by RCW 36.70A.120, all implementing regulations, including zoning maps and zoning regulations, shall be consistent with and implement these policies. Amendments to the implementing regulations shall conform to these policies.
- iv—As required by RCW 36.70A.120, all planning, land use permitting actions and capital budgeting decisions shall be made in conformity with the adopted comprehensive plan.
- v—The Skagit County Comprehensive Plan adopts by reference the following functional plans: Shoreline, Drainage, Floodplain, Schools, Special Districts, Parks and Recreation, Transportation, Watershed, the Coordinated Water System Plan and any other functional plans adopted by Skagit County. Each referenced plan shall be coordinated with, and consistent with, the Comprehensive Plan.

vi—All disputes over the proper interpretation of other functional plans and all implementing regulations, including zoning maps and zoning regulations, shall be resolved in favor of the interpretation which most clearly achieves Countywide Planning Policies.

vii—Skagit County shall pursue methods of collecting and displaying statistics, maps and other information necessary for government.

viii—Upon adoption of the county wide Comprehensive Plan, sub-area plans will be considered to address homogeneous natural features and communities.

ix—A definition section will be incorporated into the final Comprehensive Plan document. Some definitions are clearly articulated in state statutes and local government implementing ordinances or regulations. Other words which are undefined at this time will be clarified through the element development process.

**1. URBAN GROWTH**  
**ENCOURAGE URBAN DEVELOPMENT IN URBAN AREAS WHERE ADEQUATE PUBLIC FACILITIES AND SERVICES EXIST OR CAN BE PROVIDED IN AN EFFICIENT MANNER.**

within any non-municipal urban growth areas already characterized by urban growth, identified in the County Comprehensive Plan with a Capital Facilities Plan meeting urban standards. Population and commercial/industrial land allocations for each UGA shall be consistent with those allocations shown in the following table:

1.1 Urban growth shall be allowed only within cities and towns, their designated UGAs and

URBAN GROWTH AREAS	RESIDENTIAL POPULATION (2015)	COMMERCIAL/ INDUSTRIAL LAND ALLOCATIONS (NEW)
Anacortes	18,300	558
Bayview Ridge <sup>1</sup>	3,420	750
Burlington	7,065	242
Concrete <sup>1</sup>	1,561	28
Hamilton	315	60
La Conner	930	2
Lyman	370	0
Mount Vernon	41,725	869
Sedro-Woolley	12,030	243
Swinomish	2,720	0
Reserve <sup>2</sup>	909	0
<b>NON-URBAN GROWTH AREAS</b>		
Other Unincorporated County	48,355	584 <sup>3</sup>
<b>TOTAL COUNTY</b>	<b>137,700</b>	<b>3,336</b>

<sup>1</sup> The residential population has been placed in a reserve category until the completion of the Bayview Ridge subarea plan. At that time, it will either be accommodated in the proposed Bayview Ridge UGA, reallocated to other UGAs, or a combination thereof. The Port of Skagit County has 258 acres of the designated commercial/industrial properties. A sub-area plan and implementing regulations are to be adopted for the Bayview Ridge UGA by June 1, 2001; the urban standards set forth in this plan/regulations for roads, sewer, and stormwater shall meet or exceed those in effect in the City of Burlington on April 1, 1999. Police and Fire services shall, at a minimum, meet the requirements of CPP 1.7.

<sup>2</sup> The former Big Lake Urban Growth Area has been redesignated as a Rural Village. The urban residential population allocated to Big Lake (2,400) from the previous CPP 1.1 has been placed in a reserve category, from which 1,491 has been allocated to Sedro-Woolley's, Concrete's, and LaConner's Urban Growth Area as indicated on this revised table. The remaining balance of urban residential population (909) will be reallocated to the urban growth areas in 2002 as a part of the Comprehensive Plan updates required in RCW 36.70A.130.

<sup>3</sup> This 584 acres will consist of rural commercial and industrial development permitted by the Growth Management Act (specifically including RCW 36.70A.070(5)(d) and related provisions) and the 1997 ESB 6094 amendments thereto. This development will not constitute development that is urban in scale or character or that requires the extension of urban services outside of urban growth areas, except where necessary to address an existing public health, safety or environmental problem. Permitted development shall be of a scale and nature consistent and compatible with rural character and rural services, and may include commercial services to serve the rural population, natural resource-related industries, small scale businesses and cottage industries that provide job opportunities for rural residents, and recreation, tourism and resort development that relies on the natural environment unique to the rural area. Furthermore, priority consideration will be given to siting of new rural commercial and industrial uses in areas of existing development, including existing Rural Villages and existing Rural Centers, followed by already developed sites in the rural area, and only lastly to wholly undeveloped sites in the rural area.

- ~~1.2 Cities and towns and their urban growth areas, and non-municipal urban growth areas designated pursuant to CPP 1.1, shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection.~~
- ~~1.3 Urban growth areas shall provide for urban densities of mixed uses and shall direct development of neighborhoods which provide adequate and accessible urban governmental services concurrent with development. The GMA defines urban governmental services as those governmental services historically and typically delivered by cities, and includes storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with nonurban areas.~~
- ~~1.4 Urban growth areas shall include greenbelt, open space, and encourage the preservation of wildlife habitat areas.~~
- ~~1.5 Cities shall encourage development, including greenbelt and open space areas, on existing vacant land and in-fill properties before expanding beyond their present corporate city limits towards urban growth boundaries.~~
- ~~1.6 Annexations beyond urban growth areas are prohibited.~~
- ~~1.7 Development within established urban growth boundaries shall, as a minimum, conform to those urban development standards in effect within the respective municipality as of April, 1, 1999. Bayview Ridge UGA urban standards for roads, sewer, and stormwater shall meet or exceed those in effect in the City of Burlington on April 1, 1999. UGAs with populations of over 1500 or a Commercial/Industrial land al-~~

location (new) over 100 acres shall have, as a minimum, the following levels of urban law enforcement and fire service levels:

**Law Enforcement:**

— One commissioned law enforcement officer per 1,000 population served or per 100 acres of developed commercial or industrial property, whichever is the higher number.

**Fire:**

— Urban fire level of service standard for Urban Growth Areas are as follows:

- ~~1. For Cities and their adjacent Urban Growth Areas, an ISO grading of 5 or better shall be maintained; otherwise 2. Within 5 minutes of being dispatched, the Fire Department shall arrive and be able to deliver up to 200 gallons per minute fire flow in an offensive (interior) attack, with a minimum of 4 firefighters, for responses to: structural fires, vehicle fires, other outside fires, motor vehicle accidents, activated fire alarm systems, or other hazardous conditions. The Fire Department shall also be capable of delivering a minimum of Basic Life Support including defibrillation, with a minimum of one First Responder or Emergency Medical Technician, for medical responses.~~

— Within 10 minutes of being dispatched, the Fire Department shall be able to support the interior structural fire attack with teams which may include: a ventilation team, a search & rescue team, a team for a backup line, and standby firefighters, totaling between 8 and 12 firefighters on scene. The Fire Department shall also be capable of providing Heavy Rescue capability, including heavy hydraulics, at Motor Vehicle Accidents.

— Within 20 minutes of being dispatched, the Fire Department shall be capable of delivering 1500 gallons per minute fire flow in a sus-

tained defensive attack mode for structural fire responses. For buildings larger than 10,000 square feet, the Fire Department shall be capable of delivering 2000 Gallons per Minute, and shall have an elevated master stream capability.

basic public health, safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development.

— These requirements shall be met for 90% of all incidents.

— Mutual aid requested under the Mutual Aid Contract may be used to provide relief to the initial operating crews, but shall not be used to provide initial attack capability, support functions, or sustained attack capability. This does not preclude automatic aid agreements under separate contract which does provide these capabilities or functions from other agencies.

— Times are considered to be "Response Time," which shall be measured by the sum of turnout time (the time from dispatch until the first arriving unit is enroute to the incident), plus travel time. Dispatch time shall be allocated a maximum of 1 additional minute which is measured from the time the 9-1-1 call is received until the fire department is dispatched. All operations shall be conducted in compliance with state and federal regulations, including training requirements for firefighters, and maintenance requirements for equipment and apparatus. All commercial and industrial facilities shall be inspected for compliance with the Uniform Fire Code at least annually. Water systems shall be installed in accordance with the Skagit County Coordinated Water System Supply Plan, with a fire flow meeting the requirements of the Uniform Fire Code.

1.8 All growth outside the urban growth boundary shall be rural in nature as defined in the Rural Element, not requiring urban governmental services, except in those limited circumstances shown to be necessary to the satisfaction of both the County and the affected city to protect

**2. REDUCE SPRAWL**

**REDUCE THE INAPPROPRIATE CONVERSION OF UNDEVELOPED LAND INTO SPRAWLING, LOW-DENSITY DEVELOPMENT.**

- 2.1 Contiguous and orderly development and provision of urban services to such development within urban growth boundaries shall be required.
- 2.2 Development within the urban growth area shall be coordinated and phased through inter-agency agreements.
- 2.3 Rural development shall be allowed in areas outside of the urban growth boundaries having limited resource production values (e.g. agriculture, timber, mineral) and having access to public services. Rural development shall have access through suitable county roads, have limited impact on agricultural, timber, mineral lands, critical areas, shorelands, historic landscapes or cultural resources and must address their drainage and ground water impacts.
- 2.4 Master planned sites designated for industrial and large-scale commercial uses shall be clustered, landscaped, and buffered to alleviate adverse impacts to surrounding areas.
- 2.5 Commercial areas should be aggregated in cluster form, be pedestrian oriented, provide adequate parking and be designed to accommodate public transit. Strip commercial development shall be prohibited.
- 2.6 Urban commercial and urban industrial development, except development directly dependent on local agriculture, forestry, mining, aquatic and resource operations, and major industrial development which meets the criteria contained in RCW 36.70A.365, should be re-

stricted to urban or urban growth areas where adequate transportation networks and appropriate utility services are available.

— The process to consider siting of specific major industrial developments outside of urban growth areas shall follow the process included in the Memorandum of Understanding between the County and the cities for adoption of Countywide Planning Policies. Major industrial developments shall mean a master planned location for specific manufacturing, industrial, or commercial business that:

- 1. Requires a parcel of land so large that no suitable parcels are available within an urban growth area; or
- 2. Is a natural resource based industry requiring a location near agricultural land, forest land, or mineral resource land upon which it is dependent. The major industrial development shall not be for the purpose of retail commercial development or multi-tenant office park.

— A major industrial development may be approved outside an urban growth area if the following criteria are met:

- 1. New infrastructure is provided for and/or applicable impact fees are paid;
- 2. Transit oriented site planning and traffic demand management programs are implemented;
- 3. Buffers are provided between the major industrial development and adjacent non-urban areas;
- 4. Environmental protection including air and water quality has been addressed and provided for;

5. ~~Development regulations are established to ensure that urban growth will not occur in adjacent non-urban areas;~~
6. ~~Provision is made to mitigate adverse impacts on designated agricultural lands, forest lands, and mineral resource lands;~~
7. ~~The plan for the major industrial development is consistent with the County's development regulations established for the protection of critical areas; and~~
8. ~~An inventory of developable land has been conducted and the County has determined and entered findings that land suitable to site the major industrial development is unavailable within the urban growth area. Priority shall be given to applications for sites that are adjacent to or in close proximity to the urban growth areas.~~

~~Final approval of an application for a major industrial development shall be considered an adopted amendment to the Comprehensive Plan adopted pursuant to RCW 36.70A.070 designating the major industrial development site on the land use map as an urban growth area. Final approval of the application shall not be considered an amendment to the Comprehensive Plan for the purposes of RCW 36.70A.130(2) and may be considered at any time.~~

~~2.7 Establishment or expansion of local improvement districts and special purpose taxing districts, except flood control, diking districts and other districts formed for the purpose of protecting water quality, in designated commercial forest resource lands shall be discouraged.~~

### 3. TRANSPORTATION

~~ENCOURAGE EFFICIENT MULTIMODAL TRANSPORTATION SYSTEMS THAT ARE BASED ON REGIONAL PRIORITIES AND COORDINATED WITH COUNTY AND CITY COMPREHENSIVE PLANS.~~

- ~~3.1 Multi-purpose transportation routes and facilities shall be designed to accommodate present and future traffic volumes.~~
- ~~3.2 Primary arterial access points shall be designed to ensure maximum safety while minimizing traffic flow disruptions.~~
- ~~3.3 The development of new transportation routes and improvements to existing routes shall minimize adverse social, economic and environmental impacts and costs.~~
- ~~3.4 The Transportation Element of the Comprehensive Plan shall be designed to; facilitate the flow of people, goods and services so as to strengthen the local and regional economy; conform with the Land Use Element of the Comprehensive Plan; be based upon an inventory of the existing Skagit County transportation network and needs; and encourage the conservation of energy.~~
- ~~3.5 Comprehensive Plan provisions for the location and improvement of existing and future transportation networks and public transportation shall be made in a manner consistent with the goals, policies and land use map of the Comprehensive Plan.~~
- ~~3.6 The development of a recreational transportation network shall be encouraged and coordinated between state and local governments and private enterprises.~~
- ~~3.7 The Senior Citizen and Handicapped transportation system shall be provided with an adequate budget to provide for those who, through age and/or disability, are unable to transport themselves.~~
- ~~3.8 Level of service (LOS) standards and safety standards shall be established that coordinate and link with the urban growth and urban areas to optimize land use and traffic compatibility over the long term. New development shall mitigate transportation impacts concurrently with the development and occupancy of the project.~~
- ~~3.9 An all-weather arterial road system shall be coordinated with industrial and commercial areas.~~
- ~~3.10 Cost-effectiveness shall be a consideration in transportation expenditure decisions and balanced for both safety and service improvements.~~
- ~~3.11 An integrated regional transportation system shall be designed to minimize air pollution by promoting the use of alternative transportation modes, reducing vehicular traffic, maintaining acceptable traffic flow, and siting of facilities.~~
- ~~3.12 All new and expanded transportation facilities shall be sited, constructed and maintained to minimize noise levels.~~

**4. HOUSING**

**ENCOURAGE THE AVAILABILITY OF AFFORDABLE HOUSING TO ALL ECONOMIC SEGMENTS OF THE POPULATION OF THIS STATE, PROMOTE A VARIETY OF RESIDENTIAL DENSITIES AND HOUSING TYPES, AND ENCOURAGE PRESERVATION OF EXISTING HOUSING STOCK.**

~~4.7 Manufactured home parks shall be allowed only within urban or urban growth boundary areas.~~

- ~~4.1 Local governments shall allow for an adequate supply of land use options to provide housing for a wide range of incomes, housing types and densities.~~
- ~~4.2 Public/private partnerships shall be encouraged to build affordable housing and devise incentives for innovative and environmentally sensitive design to meet the housing needs of people with low and moderate incomes and special needs populations.~~
- ~~4.3 The Comprehensive Plan should support innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments and the transfer of development rights.~~
- ~~4.4 The existing affordable housing stock should be maintained and efforts to rehabilitate older and substandard housing, which are otherwise consistent with comprehensive plan policies, should be encouraged.~~
- ~~4.5 The construction of housing that promotes innovative, energy efficient and less expensive building technologies shall be encouraged.~~
- ~~4.6 Comprehensive Plan provisions for the location of residential development shall be made in a manner consistent with protecting natural resource lands, aquatic resources, and critical areas.~~

**5. ECONOMIC DEVELOPMENT**

**ENCOURAGE ECONOMIC DEVELOPMENT THROUGHOUT THE STATE THAT IS CONSISTENT WITH ADOPTED COMPREHENSIVE PLANS, PROMOTE ECONOMIC OPPORTUNITY FOR ALL CITIZENS OF THIS STATE, ESPECIALLY FOR UNEMPLOYED AND FOR DISADVANTAGED PERSONS, AND ENCOURAGE GROWTH IN AREAS EXPERIENCING INSUFFICIENT ECONOMIC GROWTH, ALL WITHIN THE CAPACITIES OF THE STATE'S NATURAL RESOURCES, PUBLIC SERVICES, AND PUBLIC FACILITIES.**

- 5.1 The development of environmentally sensitive industries shall be encouraged.
- 5.2 Home occupations that do not significantly change or impact neighborhood character shall be permitted.
- 5.3 Economic diversity should be encouraged in rural communities where special incentives and services can be provided.
- 5.4 Commercial and industrial activities directly related to local natural resource production may be allowed in designated natural resource areas provided they can demonstrate their location and existence as natural resource area dependent businesses.
- 5.5 A diversified economic base shall be encouraged to minimize the vulnerability of the local economy to economic fluctuations.
- 5.6 Commercial, industrial and residential acreage shall be designated to meet future needs without adversely affecting natural resource lands, critical areas, and rural character and life styles.

- 5.7 Tourism, recreation and land preservation shall be promoted provided they do not conflict with the long-term commercial significance of natural resources and critical areas or rural life styles.
- 5.8 Agriculture, forestry, aquatic resources and mineral extraction shall be encouraged both within and outside of designated resource lands.
- 5.9 The primary land use within designated forest resource lands shall be commercial forestry. Residential development shall be strongly discouraged within designated forest resource lands.
- 5.10 Lands within designated agricultural resource areas should remain in large parcels and ownership patterns conducive to commercial agricultural operations and production.
- 5.11 Skagit County shall conserve agriculture, aquaculture, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas, where the principal and preferred land uses will be long term commercial resource management.
- 5.12 Value added natural resource industries shall be encouraged.
- 5.13 Skagit County shall increase the availability of renewable resources and encourage the maximum attainable recycling of non renewable resources.
- 5.14 Commercial and industrial activities directly related to or dependent on local aquatic resource areas should be encouraged in shoreline areas provided they are shoreline dependent and/or related.

~~5.15 The Comprehensive Plan shall support and encourage economic development and employment to provide opportunities for prosperity.~~

**6. PROPERTY RIGHTS**

**PRIVATE PROPERTY SHALL NOT BE TAKEN FOR PUBLIC USE WITHOUT JUST COMPENSATION HAVING BEEN MADE. THE PROPERTY RIGHTS OF LANDOWNERS SHALL BE PROTECTED FROM ARBITRARY AND DISCRIMINATORY ACTIONS.**

- 6.1 Proposed regulatory or administrative actions shall not result in an unconstitutional taking of private property.
- 6.2 The rights of property owners operating under current land use regulations shall be preserved unless a clear public health, safety or welfare purpose is served by more restrictive regulation.
- 6.3 Surface water runoff and drainage facilities shall be designed and utilized in a manner which protects against the destruction of private property and the degradation of water quality.

**7. PERMITS**

**APPLICATIONS FOR BOTH STATE AND LOCAL GOVERNMENT PERMITS SHOULD BE PROCESSED IN A TIMELY AND FAIR MANNER TO ENSURE PREDICTABILITY.**

- 7.1 Inter-agency agreements with other agencies to facilitate multi-agency permits shall be pursued to better serve the public.
- 7.2 Upon receipt of a complete application, land use proposals and permits shall be expeditiously reviewed and decisions made in a timely manner.
- 7.3 Variances which would allow for a violation of Comprehensive Plan policies shall not be permitted.
- 7.4 New implementing codes and amendments shall provide clear regulations to reduce the possibility of multiple interpretations by staff and applicants.
- 7.5 Impact fees shall be imposed through established ordinances, procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.
- 7.6 Special purpose districts permitted by statute to request impact fees shall to the extent possible utilize similar formulas to calculate costs of new development.

**8. NATURAL RESOURCE INDUSTRIES**

**MAINTAIN AND ENHANCE NATURAL RESOURCE BASED INDUSTRIES, INCLUDING PRODUCTIVE TIMBER, AGRICULTURAL, AND FISHERIES INDUSTRIES. ENCOURAGE THE CONSERVATION OF PRODUCTIVE FOREST LANDS AND PRODUCTIVE AGRICULTURAL LANDS, AND DISCOURAGE INCOMPATIBLE USES.**

- ~~8.1 Identified critical areas, shorelands, aquatic resource areas and natural resource lands shall be protected by restricting conversion. Encroachment by incompatible uses shall be prevented by maintenance of adequate buffering between conflicting activities.~~
- ~~8.2 Land uses adjacent to agricultural, forest, or mineral resource lands and designated aquatic resource areas shall not interfere with the continued use of these designated lands for the production of food, agricultural and aquatic based products, or timber, or for the extraction of minerals.~~
- ~~8.3 Forest and agricultural lands located within urban growth areas shall not be designated as forest or agricultural land of long term commercial significance unless a program authorizing transfer or purchase of development rights is established.~~
- ~~8.4 Mining sites or portions of mining sites shall be reclaimed when they are abandoned, depleted, or when operations are discontinued for long periods.~~
- ~~8.5 Long term commercially significant natural resource lands and designated aquatic resource areas shall be protected and conserved. Skagit County shall adopt policies and regulations that encourage and facilitate the retention and~~

enhancement of natural resource areas in perpetuity.

- ~~8.6 When plats, short plats, building permits and development permits are issued for development activities on or adjacent to natural resource lands and aquatic resource areas, notice shall be provided to those seeking permit approvals that certain activities may occur that are not compatible with residences.~~
- ~~8.7 Fishery resources, including the county's river systems inclusive of their tributaries, as well as the area's lakes, associated wetlands, and marine waters, shall be protected and enhanced for continued productivity.~~
- ~~8.8 Skagit County shall encourage sustainable use of the natural resources of the County, including but not limited to agriculture, forestry, and aquatic resources.~~
- ~~8.9 Skagit County shall conserve agricultural, aquatic based, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas where the principal and preferred land uses will be long term commercial resource management.~~

**9. OPEN SPACE AND RECREATION**

**ENCOURAGE THE RETENTION OF OPEN SPACE AND DEVELOPMENT OF RECREATIONAL OPPORTUNITIES, CONSERVE FISH AND WILDLIFE HABITAT, INCREASE ACCESS TO NATURAL RESOURCE LANDS AND WATER, AND DEVELOP PARKS.**

- 9.1 ~~Open space corridors within and between urban growth areas shall be identified. These areas shall include lands useful for recreation, fish and wildlife habitat, trails, and connection of critical areas.~~
- 9.2 ~~To preserve open space and create recreational opportunities, innovative regulatory techniques and incentives such as but not limited to, purchase of development rights, transfer of development rights, conservation easements, land trusts and community acquisition of lands for public ownership shall be encouraged.~~
- 9.3 ~~The use of Open Space Taxation Laws shall be encouraged as a useful method of land use control and resource preservation.~~
- 9.4 ~~Expansion and enhancement of parks, recreation and scenic areas and viewing points shall be identified, planned for and improved in shorelands, and urban and rural designated areas.~~
- 9.5 ~~Property owners shall be encouraged to site and design new construction to minimize disruption of visual amenities and solar resources of adjacent property owners, public road ways, parks, lakes, waterways and beaches.~~
- 9.6 ~~Development of new park and recreational facilities shall adhere to the policies set out in this Comprehensive Plan document.~~

- 9.7 ~~The Skagit Wild and Scenic River System (which includes portions of the Sauk, Suiattle, Cascade and Skagit Rivers) is a resource that should be protected, enhanced and utilized for recreation purposes when there are not potential conflicts with the values (fisheries, wildlife, and scenic quality) of the river system.~~
- 9.8 ~~Incompatible adjacent uses including industrial and commercial areas shall be adequately buffered by means of landscaping, or by maintaining recreation and open space corridors.~~
- 9.9 ~~A park and recreation system shall be promoted which is integrated with existing and planned land use patterns.~~
- 9.10 ~~Indoor and outdoor recreation facilities shall be designed to provide a wide range of opportunities allowing for individual needs of those using these facilities.~~
- 9.11 ~~School districts, public agencies and private entities should work together to develop joint inter agency agreements to provide facilities that not only meet the demands of the education for our youth, but also provide for public recreation opportunities that reduce the unnecessary duplication of facilities within Skagit County.~~
- 9.12 ~~In planning new park and recreation facilities, Skagit County shall take into consideration natural features, topography, floodplains, relationship to population characteristics, types of facilities, various user group needs and standards of access including travel time.~~

**10. ENVIRONMENT**

**PROTECT THE ENVIRONMENT AND ENHANCE THE STATE'S HIGH QUALITY OF LIFE, INCLUDING AIR AND WATER QUALITY, AND THE AVAILABILITY OF WATER.**

- 10.1 Natural resource lands, including aquatic resource areas and critical areas shall be classified and designated, and regulations adopted to assure their long-term conservation. Land uses and developments which are incompatible with critical areas shall be prohibited except when impacts from such uses and developments can be mitigated.
- 10.2 Land use decisions shall take into account the immediate and long range cumulative effects of proposed uses on the environment, both on and off-site.
- 10.3 The County shall reduce the loss of critical aquatic and terrestrial habitat by minimizing habitat fragmentation.
- 10.4 Wetlands, woodlands, watersheds and aquifers are essential components of the hydrologic system and shall be managed to protect surface and groundwater quality.
- 10.5 Skagit County shall recognize the river systems within the County as pivotal freshwater resources and shall manage development within the greater watershed in a manner consistent with planning practices that enhance the integrity of the aquatic resource, fish and wildlife habitat, and recreational and aesthetic qualities.
- 10.6 Rural character shall be preserved by regulatory mechanisms through which development can occur with minimal environmental impact.

- 10.7 Development shall be directed away from designated natural resource lands, aquatic resource areas and critical areas.
- 10.8 The conversion of tidelands to uplands by means of diking, drainage and filling shall be prohibited, except when carried out by a public body to implement a Comprehensive Plan for flood plain management or to respond to a natural disaster threatening life and property.
- 10.9 Septic systems, disposal of dredge spoils and land excavation, filling and clearing activities shall not have an adverse significant affect on Skagit County waters with respect to public health, fisheries, aquifers, water quality, wetlands, wildlife habitat, natural marine ecology and aquatic-based resources.
- 10.10 Usual and accustomed activities on natural resource lands and aquatic resource areas shall be protected from interference when they are conducted in accordance with best management practices and environmental laws.
- 10.11 When evaluating and conditioning commercial, industrial or residential development, Skagit County shall consider threatened or endangered wildlife.
- 10.12 Skagit County shall enter into inter-agency agreements with appropriate state and local agencies and Native American Tribes for compliance with watershed protection, including but not limited to, the cumulative effects of construction, logging and non-point pollution in watersheds.
- 10.13 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.~~

~~10.14 The Skagit River Floodway and the Skagit River Floodplain shall be regulated to protect human life, property and the public health and safety of the citizens of Skagit County; minimize the expenditure of public money; and maintain flood insurance eligibility while avoiding regulations which are unnecessary restrictive or difficult to administer.~~

~~10.15 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.~~

**11. CITIZEN PARTICIPATION**

**ENCOURAGE THE INVOLVEMENT OF CITIZENS IN THE PLANNING PROCESS AND ENSURE COORDINATION BETWEEN COMMUNITIES AND JURISDICTIONS TO RECONCILE CONFLICTS.**

~~11.1—Skagit County shall maintain procedures to provide for the broad dissemination of proposals and alternatives for public inspection; opportunities for written comments; public hearings after effective notice; open discussions; communication programs and information services; consideration of and response to public comments; and the notification of the public for the adoption, implementation and evaluation of the Comprehensive Plan.~~

~~11.2—Skagit County shall continue to encourage public awareness of the Comprehensive Plan by providing for public participation opportunities and public education programs designed to promote a widespread understanding of the Plan’s purpose and intent.~~

~~11.3—For land use proposals, including those within the marine environment, all applicants shall bear the costs for public notification, by mail, and by posting of signs. Affected neighbors and surrounding shoreline owners shall be notified as prescribed by ordinance.~~

~~11.4—Skagit County shall provide regular and ongoing opportunities for public review and comment throughout the Comprehensive Plan development process.~~

~~11.5—Skagit County shall encourage citizen participation throughout the planning process as mandated by state statute and codes for~~

environmental, land use, and development permits.

~~11.6—Skagit County shall utilize broad based Citizen Advisory Committees to participate and assist in the development of the Comprehensive Plan Elements, sub area plans and functional plans.~~

**12. PUBLIC FACILITIES AND SERVICES**

**ENSURE THAT THOSE PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT DEVELOPMENT SHALL BE ADEQUATE TO SERVE THE DEVELOPMENT AT THE TIME THE DEVELOPMENT IS AVAILABLE FOR OCCUPANCY AND USE WITHOUT DECREASING CURRENT SERVICE LEVELS BELOW LOCALLY ESTABLISHED MINIMUM STANDARDS.**

- ~~12.1~~ Public facilities and services shall be integrated and consistent with locally adopted comprehensive plans and implementing regulations.
- ~~12.2~~ All communities within a region shall fairly share the burden of regional public facilities. (The GMA defines regional public facilities as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks, recreational facilities and schools.)
- ~~12.3~~ A process shall be developed for identifying and siting essential public facilities. The Comprehensive Plan may not preclude the siting of essential public facilities. (The GMA defines essential public facilities as those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, state and local corrections facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities and group homes.)
- ~~12.4~~ Lands shall be identified for public purposes, such as: utility corridors, transportation corridors, landfill, sewage treatment facilities, recreation, schools, and other public

uses. The County shall work with the state, cities, communities and utility providers to identify areas of shared need for public facilities.

- ~~12.5~~ Lands designated for urban growth by this Comprehensive Plan shall have an urban level of regional public facilities prior to or concurrent with development.
- ~~12.6~~ Development shall be allowed only when and where all public facilities are adequate, and only when and where such development can be adequately served by regional public services without reducing levels of service elsewhere.
- ~~12.7~~ Public facilities and services needed to support development shall be available concurrent with the impacts of development.
- ~~12.8~~ The financing for system improvements to public facilities to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.
- ~~12.9~~ New development shall pay for or provide for its share of new infrastructure through impact fees or as conditions of development through the environmental review process.
- ~~12.10~~ Public water supply for new development shall conform to or exceed the Coordinated Water System Plan for public water systems.
- ~~12.11~~ Future development of land adjacent to existing and proposed schools and other public facilities shall be compatible with such uses.

~~12.12 Library service within the county should be developed and coordinated to assure the delivery of comprehensive services throughout the County, with the county, cities and towns fairly sharing the burden.~~

~~12.13 A county-wide recycling program shall be developed.~~

~~12.14 Public drainage facilities shall be designed to control both stormwater quantity and quality impacts.~~

~~12.15 Skagit County shall provide results of the required six-year capital facilities plan, including a financing plan, and these shall be consistent with land use designations.~~

~~12.16 Citizens shall have the opportunity to participate in and comment on proposed capital facilities financing.~~

~~12.17 The Washington State Boundary Review Board for Skagit County should be disbanded pursuant to RCW 36.93.230 provided that the following tasks are accomplished: (a) that ALL cities and the County have adopted comprehensive plans and development regulations consistent with the requirements of these Countywide Planning Policies and RCW 36.70A, including appropriate urban levels of service for all public facilities and services; (b) that ALL cities and the County have adopted a concurrency ordinance that requires the adopted urban levels of service addressed in (a) above be accomplished in time frames that are consistent with RCW 36.70A.; (c) that special purpose districts that serve UGAs have adopted urban levels of service standards appropriate for their service areas; (d) that ALL cities and the County have an adopted capital facility plan for urban levels of service that indicates sources of revenue and a timeline for meeting such ser-~~

~~vice; and (e) that ALL cities and special purpose districts have in place adopted "interlocal agreements" that discuss arrangements for transfer of assets and obligations that may be affected by transference of governance or annexation of the service area consistent with the requirements of applicable RCWs.~~

**13. HISTORIC PRESERVATION**

**IDENTIFY AND ENCOURAGE THE PRESERVATION OF LANDS, SITES, AND STRUCTURES, THAT HAVE HISTORICAL OR ARCHAEOLOGICAL SIGNIFICANCE.**

13.1—Skagit County shall cooperate with local historic preservation groups to ensure coordination of plans and policies by the State Office of Archeology and Historic Preservation.

2005 UP DATE TO CAPITAL FACILITIES PLAN

Six Year Capital Facilities Replacement Plan

Capital Item	Make / Type	Purchase year	Est. Cost	Est. Replacement Date
Command Vehicle 5510	Ford Pickup	<del>1994</del> <u>2005</u>	35,000.00	<del>2004</del> <u>2015</u>
Engine 5513	Darley Pumper	1991	350,000.00	2011
Engine 5512	H&W Pumper	1996	350,000.00	2016
Engine 5511	H&W Pumper	2003	350,000.00	2024
Tender 5516 (Dist 8)	Freightliner	<del>1999</del> <u>2005</u>	N/A	<del>2019</del> <u>2025</u>
Rescue 5517 (Dist 8)	Chevy 2 Ton	1985	N/A	2005
Utility 5518	Ford F450	2001	36,000.00	2016
Aid 5519	Ford Ambulance	1995	95,000.00	2010
Chiefs Vehicle 5501	Ford Taurus	<del>1994</del> <u>2004</u>	27,000.00	<del>2004</del> ** <u>2014</u>
Quint Ladder Truck 5515		*2004	750,000.00	
Total Equipment Costs			1,993,000.00	
Head Quarters Station		1999	3,000,000.00	2024
(station upgrade to quarters for EMS)		*2004	<del>25,000.00</del>	
Station 2		*2004	150,000.00	
Air Station for SCBA		2000	35,000.00	2010
Training Facilities		*2003	75,000.00	
Thermal Imaging Camera		2000	25,000.00	2010
<u>Air Packs SCBA Units</u>		<u>2005</u>	<u>160,000.00</u>	

85,000.00

Rotational replacement schedule for all apparatus and vehicles

- Engines 20 years
- Staff Vehicles 10 years
- Specialty Vehicles 15 years

Note: ( \* ) Items to be purchased  
 (\*\*) Items which are past due

FIRE EQUIPMENT REPLACEMENT SCHEDULE

APPENDIX GB

**APPENDIX DC**

**POLICE STAFF ESTIMATES AND CAPITAL OUTLAY COSTS**

This table shows the current, authorized staffing on the left and the ideal projected need for staffing and vehicles on the right. Annotations in bold italics are needed but not acquired or hired. The needs are mainly determined by current staffing and what we need right now to do the things would like to accomplish.

<u>Current Staff</u>		<u>Projected Need</u>	
<u>Chief</u>	<u>Vehicle</u>	<u>Chief</u>	<u>Vehicle</u>
<u>Administrative Sergeant</u>	<u>Vehicle</u>	<b><i>Lieutenant</i></b>	<b><i>Vehicle</i></b>
<u>Detective</u>	<u>Vehicle</u>	<u>Administrative Sergeant</u>	<u>Vehicle</u>
<u>Detective Pending</u>	<b><i>Vehicle</i></b>	<u>Detective</u>	<u>Vehicle</u>
<u>Patrol Sergeant #1</u>	<u>Vehicle</u>	<u>Detective Pending</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Patrol Sergeant #1</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer Pending</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Patrol Sergeant #2</u>	<u>Vehicle</u>	<u>Patrol Sergeant #2</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer Pending</u>	<u>Vehicle</u>	<u>Officer</u>	<u>Vehicle</u>
<u>Officer Pending</u>	<u>Vehicle</u>	<b><i>Patrol Sergeant #3</i></b>	<u>Vehicle</u>
<u>Records Supervisor</u>		<u>Officer</u>	<b><i>Vehicle</i></b>
<u>Records Clerk</u>		<u>Officer</u>	<b><i>Vehicle</i></b>
<u>Part-Time Reception</u>		<b><i>Officer</i></b>	<b><i>Vehicle</i></b>
<u>Part-Time Transcription</u>		<b><i>Officer</i></b>	<b><i>Vehicle</i></b>
<u>Code Enforcement</u>	<u>Vehicle</u>	<b><i>School Resource Officer</i></b>	<b><i>Vehicle</i></b>
		<u>Records Supervisor</u>	
		<u>Records Clerk</u>	
		<b><i>Full-Time Records Clerk</i></b>	
		<b><i>Full-Time Reception Records Transcriptionist</i></b>	
		<u>Code Enforcement</u>	<u>Vehicle</u>

	<u>Wages and Benefits (Average)</u>	<u>Vehicle plus outfitting</u>
<u>Commissioned Officer</u>	<u>\$100,000</u>	<u>\$40,000</u>
<u>Lieutenant position restructure-no new position</u>		<u>\$40,000 (Lt. Vehicle)</u>
<u>School Resource Officer</u>	<u>\$25,000 our share (\$75,000 SW School District)</u>	<u>\$10,000 our share (\$30,000 SW School District)</u>
<u>Records Clerk-Part time to full time</u>	<u>\$70,000 increase to Full-Time with wages and benefit increase</u>	
<u>Reception-Records-Transcription Part time to full time</u>	<u>\$70,000 increase to Full-Time with wages and benefit increase</u>	
	<u>\$565,000 estimated increase</u>	<u>\$210,000</u>

Night vision units are about \$4,000 each. Rotating in three per year would be \$12,000 per year.

Body worn cameras are about \$900 each. Rotating in three per year would be \$2,700 per year.

Tablets compatible with our system and associated software are about \$1,200 each. These would probably be rotated in at 6 per year, for \$7,200 per year.

STAFFING ESTIMATES:

	<u>CURRENT</u>	<u>2010</u>	<u>2025</u>
CHIEF	1	1	1
LT.	1	1	1
DET. SGT.	1	1	2
DET. SGT.	1	1	2
PAT. SGT.	1	2	3
PAT. OFF.	9	16	21
TOTAL SWORN	14	22	30
CODE	1	1	1
RECORDS	2	3	4
ADMIN.	1	1	1
TOTAL NON-SWORN	4	5	6

PER SHIFT PATROL OFFICERS:

<u>YEAR</u>	<u>POP.</u>	<u>PER SHIFT</u>
2001	9,135	3
2015	12,030	4
2025	15,000	5

FACILITY EXPANSION COSTS:

ASSUMPTIONS	3,400 SQUARE FOOT AT \$160,000 EST. COSTS EQUATES TO \$48.50/SQUARE FOOT EQUATES TO \$188/SQUARE FOOT/EMPLOYEE 9 ADDITIONAL EMPLOYEES 2010 AND 9 ADDITIONAL 2025
NEW	18 ADDITIONAL @ 100 SQUARE FOOT @ \$50/SQ. FOOT EQUATES TO \$90,000
REMODEL	\$ 25,000

CAPITAL OUTLAY COSTING:

Replacement Vehicles, 2 every year:

New Officer Vehicle/Equipment:

YEAR	#	COST	TOTAL	#	VEH. COST	EQUIP. COST	TOTAL
2005	2	\$ 23,460	\$ 46,920	0	\$ 23,460	\$ 2,040	\$ -
2006	2	\$ 23,460	\$ 46,920	2	\$ 23,460	\$ 2,040	\$ 4,080
2007	2	\$ 23,929	\$ 47,858	2	\$ 23,929	\$ 2,081	\$ 4,162
2008	2	\$ 23,929	\$ 47,858	2	\$ 23,929	\$ 2,081	\$ 4,162
2009	2	\$ 24,408	\$ 48,816	2	\$ 24,408	\$ 2,123	\$ 4,246
2010	2	\$ 24,408	\$ 48,816	0	\$ 24,408	\$ 2,123	\$ -
			\$ 287,188	8	\$ 191,452	\$ 16,650	\$ 208,102
2011	2	\$ 24,896	\$ 49,792	1	\$ 24,896	\$ 2,165	\$ 2,165
2012	2	\$ 24,896	\$ 49,792	0	\$ 24,896	\$ 2,165	\$ -
2013	2	\$ 25,394	\$ 50,788	1	\$ 25,394	\$ 2,208	\$ 2,208
2014	2	\$ 25,394	\$ 50,788	0	\$ 25,394	\$ 2,208	\$ -
2015	2	\$ 25,902	\$ 51,804	1	\$ 25,902	\$ 2,252	\$ 2,252
2016	2	\$ 25,902	\$ 51,804	0	\$ 25,902	\$ 2,252	\$ -
2017	2	\$ 26,420	\$ 52,840	1	\$ 26,420	\$ 2,297	\$ 2,297
2018	2	\$ 26,420	\$ 52,840	0	\$ 26,420	\$ 2,297	\$ -
2019	2	\$ 26,948	\$ 53,896	1	\$ 26,948	\$ 2,343	\$ 2,343
2020	2	\$ 26,948	\$ 53,896	0	\$ 26,948	\$ 2,343	\$ -
2021	2	\$ 27,487	\$ 54,974	1	\$ 27,487	\$ 2,390	\$ 2,390
2022	2	\$ 27,487	\$ 54,974	0	\$ 27,487	\$ 2,390	\$ -
2023	2	\$ 28,037	\$ 56,074	1	\$ 28,037	\$ 2,438	\$ 2,438
2024	2	\$ 28,037	\$ 56,074	0	\$ 28,037	\$ 2,438	\$ -
2025	2	\$ 28,598	\$ 57,196	1	\$ 28,598	\$ 2,467	\$ 2,467
			\$ 797,532	8	\$ 213,682	\$ 18,580	\$ 232,262
			<u>TOTAL REPLACE</u>			<u>TOTAL NEW</u>	<u>GRAND TOTAL</u>
			\$ 1,084,720			\$ 440,364	\$ 1,525,084

## APPENDIX ED

### POLICE MITIGATION FEE ANALYSIS AND PROPOSAL\*

\* Editor's Note: This analysis and proposal was prepared for the city by Emergency Services Consulting, Inc. in October, 2005, and has been reprinted in this appendix with minimal editorial changes in 2015.

#### Overview

The city of Sedro-Woolley, Washington established a Police Mitigation Fee in 1990. The means of calculating and applying the fee has not changed since its establishment. City staff have applied the fee, following city code, during certain State Environmental Policy Act (SEPA) analysis of land use activities. Fees have been collected from developers, and projects and services have been funded utilizing the dedicated funds.

Sedro-Woolley determined that the Police Mitigation Fee required updating to coincide with the evaluation of its police department capital facility needs. Capital facilities have been studied by ESCi as part of the City's city-wide comprehensive plan update. ESCi assisted the police department in validating its capital facility analysis and by developing the information needed to calculate a new mitigation fee.

A review of the Police Mitigation Fee would provide the information needed for the City to plan for and collect revenue from specific development that will have an impact on police service delivery. To develop a fee mechanism that is reasonable in 2005~~2016~~, and be sustainable in the future, the City needed to develop documentation of development activity, as well as determine the City's need. From this review, a new basis for fee collection was identified. In addition, the City's present means of calculating fees also required review.

From City sources, ESCi gathered all available data that City staff and external consultants have developed and maintained since the fee collection began. Based on this somewhat limited database, ESCi is proposing modifications to the present fee, as well as creation of improved data gathering techniques. This will enable the City to be in a better position to update the fee in the future, and on a more regular basis. By so doing, the City will be able to avoid what may be considered as large increases in the future. The modified approach calls for changing the rates used in calculating the fees. ESCi reviewed and considered the basis for determining commercial fees. In addition, the project team reviewed the possibility of switching from a commercial square footage basis to the projected number of new employees to be generated by new development. ESCi also looked at the possibility of establishing a fee for industrial development.

#### Background - City Legal Authority

The present Police Mitigation Fee was established in 1990 as a voluntary fee, paid to the City by developers of new residential and commercial developments, which would have been required to go through a SEPA review. The premise behind the need for a voluntary contribution is that when a building permit is issued for a new residential or commercial project, the new construction does not appear on the City tax rolls for two years, while the new construction project, and ultimate building and occupancy, may require police services during the period of non-payment of taxes. Thus, the City has taken the position that while taxes are not paid until two years after building permit issuance; the demand for police services begins at the time of project development.

The City did not include the Police Mitigation Fee in Chapter 15.60 of the Sedro-Woolley Municipal Code, the chapter which spells out the findings and authority for impact fees for planned facilities. Police facilities are also not identified in Chapter 82.02 of the Revised Code of Washington (RCW)

as public services for which impact fees may be charged for new development activity. It is important to note that the City has not attempted to create a police impact fee. The City has not required new development to pay a proportionate share of the cost of planned police facilities needed to serve the growth and development activities of the community.

Washington State Law does not authorize cities to collect impact fees related to police. The City, through adoption of Ord. 1097 in 1990, adopted a municipal code provision called "Development Impact Mitigation." This code provision, codified as Chapter 15.48, provided alternatives for potential developers of land in Sedro-Woolley to mitigate the direct impacts caused by their proposed development activity. The premise was to allow developers the opportunity to mitigate the direct impact on the public health, safety, and general welfare of the community.

The code chapter (15.48.030) obligates the official, board, or body charged with deciding whether to give an approval, to determine all impacts that are a direct consequence of a proposed development. Section 15.48.020 A1 specifically mentions "police services" among the pre-development demands upon service that the City is concerned about.

Section 15.48.040 of the Sedro-Woolley Municipal code states that the City may approve a voluntary payment agreement with a developer, but the agreement cannot be a condition of approval. If a voluntary payment is made, restrictions regarding the use of the funds, as described in this section, apply. Voluntary payments are placed in a reserve account and are only expended to fund capital improvements used to mitigate identified direct impacts.

Chapter 2.88 of the Municipal Code, Environmental Policy, references the City's State Environmental Policy Act (SEPA) procedures and policies.

The City adopted sections of Chapter 197-11 of the Washington Administrative Code (WAC). The planning director for the City, or other person designated in writing by the director, is the responsible official. The director is guided by categorical exemptions and threshold determinations spelled out in the code. These exemptions apply, in the case of police facilities, for residential dwelling units of four units or less, and for commercial buildings of 4,000 square feet and 20 parking spaces or lower.

#### **Methodology Used To Collect the Police Mitigation Fee Since 1990**

The City has collected a Police Mitigation Fee following the formula applied to new development since the 1990's.

According to former Sedro-Woolley Planning Director Laey-Lahr and Clerk-Treasurer Patsy Nelson, the fee has been applied consistently since the 1990's. The process used is described in the draft comprehensive plan update, Chapter 7 Capital Facilities. It reads:

"The primary costs associated with providing police protection to new projects are those costs required to provide protection for the two year period from the start of the construction until tax revenues from the improved project reach the General Fund."

To calculate the impact of new development on police protection, the City determined, in 1990, that each call for police service costs an average of \$118.00. It also determined that each residential unit generated an average of .86 calls for service. Commercial development generated police service calls at an average rate of .002 calls per square foot of commercial space.

Therefore, the cost of providing police service to new development during the two-year lag-time between application filing and tax revenues for the improved project reaching the Sedro-Woolley general fund, is calculated by multiplying the number

of residential units by .86, \$118.00, and two years, equaling \$202.96 for residential development, and by multiplying the square footage by .002, \$118.00, and two years yielding (\$0.472 times square footage) for commercial development. The \$202.96 is stated in the City's present impact fee schedule.

The residential unit fee calculation can be shown as:

$$.86^1 (\$118.00)^2 (2)^3 = \$202.96^4$$

- <sup>1</sup> Calls for service per residential unit per year
- <sup>2</sup> The average cost of a police call for service
- <sup>3</sup> Years the City provides service to new development before tax revenue
- <sup>4</sup> Revenue from each unit of residential development

The commercial development obligation to pay impact fee is calculated based upon square footage as follows:

$$X \text{ sq.ft.}^1 (.002)^2 (\$118.00)^3 (2)^4 = Y^5$$

- <sup>1</sup> The total square footage of the new development
- <sup>2</sup> Calls for police service per square foot

- <sup>3</sup> Years the City provides service to new development before tax revenue
- <sup>4</sup> Revenue from each unit of residential development

Historically the City has not applied the fee to industrial property or to public uses such as schools, public buildings, etc.

### Funds Raised By Applying the Fee

The funds received since 1990 have been modest, due to the use of the 1990 estimate of the cost of providing police service. While the true cost of providing service has steadily increased since 1990, the \$118.00 estimate has remained the same for fifteen years.

The City Clerk-Treasurer Patsy Nelson provided a worksheet to ESCi which detailed Police Mitigation Fee receipts and expenditures for the past eleven years, from 1994 through 2004. These receipts were all placed in the dedicated Police Mitigation Fund. The information provided by the Clerk-Treasurer Nelson follows.

### Fund 310 - Mitigation for Police

Description	1994 Actual	1995 Actual	1996 Actual	1997 Actual	1998 Actual	1999 Actual	2000 Actual	2001 Actual	2002 Actual	2003 Actual	2004 Actual	Total
310 total Revenue	9,352	2,448	4,457	3,256	6,944	7,006	6,867	30,076	21,203	18,202	18,085	127,896
310 Total Expenditures	19,465	7,958	2,400	2,000	3,000	6,000	8,000	10,000	10,000	10,000	0	78,823

Thus, on average, the City generated approximately \$11,500 per year. From 2001 through 2004, significantly higher revenue was generated as \$87,566, or 68.5% of the total revenue, was re-

ceived during the four year period, an average of \$21,891.50.

The trend of receiving a larger contribution of mitigation fees peaked in 2001, and then dropped

by almost \$9,000 in 2002, before leveling off at \$3,000 less in both 2003 and 2004. Revenue in 2005 was trending below prior years. Through May of 2005, less than \$1,000 was collected as a result of limited new development, caused by sewer system inadequacies, according to Planner Lahr. The 2005 budget projected \$15,000 would be collected during the year. By late summer, revenue had increased as building activity was generating more fees.

### **Expended Police Mitigation Fee Generated Funds**

At the beginning of 2005, the City had \$65,059 within the dedicated Police Mitigation Fee Fund. Expenditures for prior years are shown on the worksheet above (1994 through 2004). In 1994, the City expended \$19,465, but has not expended over \$10,000 in any other year. In the years 2001, 2002, and 2003 actual expenditures was \$10,000 per year.

Monies from the fund were expended for police purposes, the majority being applied to pay a portion of the cost of police automobiles purchased each year. Information provided by the City Clerk-Treasurer Nelson indicated that monies generated for the fund were not sufficient in any year to cover the full cost of a police vehicle.

### **Issues in 2005**

As part of the City's comprehensive plan update, the police department was required to update its public facility plan element. Police Chief Doug Wood worked with ESCi to evaluate the capital needs of the department. Chief Wood concluded the department needed to acquire additional office space to accommodate growth. He displayed a plan prepared for the City, showing how a new municipal court courtroom could be built next to the police offices. If this is pursued, Chief Wood expects the department would be able to utilize some of the office and meeting space, as it should be available when the new courtroom is not in use for municipal

court. Chief Wood reported that municipal court is not in session every day, nor is the courtroom presently used throughout an entire business day.

~~Chief Wood has identified other capital needs related to office space. Presently, the police records employee works in the fire department office and a transcriptionist performs her work in a storage closet. A long term need exists for~~In 2009 the city addressed the need for a storage facility to house large evidence items, as well as a need for an impound area for at least two vehicles by building a storage building across the street from city hall. The department has some space at city hall that is currently being modified to meet department needs, but the department could be better served by building or acquiring a facility that is specifically available for police department needs. A new building would require land acquisition, as Chief Wood reports there is no room for construction on the present site, nor is there any other City owned property available.

Other capital needs include annual replacement or purchase of additional police vehicles and the technological equipment needed by police officers, in vehicles, to perform their jobs. With the on-going rapid change in technology, public safety personnel regularly require updated radios, computers, and video equipment. It is likely that annual funds will be needed to carry out routine change over of equipment to keep up with technological advances, and while the City outfits new and replacement vehicles due to department personnel and fleet increases.

### **City Issues and Needs Related to the Mitigation Fee Structure**

The city of Sedro-Woolley has operated successfully, since 1990, with the Police Mitigation Fee in its present form. While the City entered 2005 with a carry-over in excess of \$65,000 in the dedicated account, the City recognized the need to update the fee and generate sufficient funds to address the rise

in cost of police facilities and capital needs. To date, the police department has not established a complete cost estimate to address its capital needs.

Another issue is the application of the Police Mitigation Fee to only residential and commercial developments, not industrial or other development which could generate a need for police services.

The City has the ability to set a potential revenue collection level that will generate funds to either fund a small or large percentage of the police department's needs. Historically, the decision to utilize funds from the dedicated account has been conservative to allow for creation of a fund that represents approximately three to four times the annual revenue, or six times the annual expenditure. The City has the ability to adjust this practice.

#### **Formula Issue**

The formula established in 1990 has served the City relatively well, but, it has not been adjusted to take into account the rising cost of delivering police services. In addition, the City has not adjusted the rate to account for either potential growth or actual development activity.

When the City initiated the fee analysis in 2005, the intent was to simply bring the fee into compliance with 2005 costs and growth trends. However, the City's base of available information changed, causing the City to give ESCi direction to consider how the Police Mitigation Fee basis can be converted to a new formula. In order to establish and maintain a sustainable fee, the City would like to utilize a fee based upon verifiable base data that can be updated on a regular basis by city staff or consultants.

#### **Limited Resource Information Has Been Available**

In the years prior to 2005, the City calculated the mitigation fee for residential units by applying the

formula to the actual number of units to be developed. This formula has worked well for the City, and the formula is justified for future use with other factors updated to consider present costs. The City has suggested that it would like to change the method of calculating fees for commercial development.

Police Mitigation Fees for commercial development have been calculated by multiplying the square footage of proposed commercial development by the established formula. The formula did not differentiate between the variety of uses that come under the land use category of commercial - retail, offices, high traffic generators, restaurants, wholesale, etc. The City plans to continue this practice. However, it has suggested that rather than apply the 1990 formula basing fees on square footage, the City would like to introduce a fee based upon the number of employees that will be employed at the new commercial development.

This method may be problematic, however, since mitigation fees are collected at the time of application processing for the new development, a time when the number of employees may not be known by the developer, as the end user of the commercial structure may not be known.

Given the difficulty in determining the number of employees, and the fact that available information generated through Sedro-Woolley's transportation model only reports the available acreage in the community, with no connection to the potential number of new employees, it is ESCi's recommendation that, at this time, the City consider increasing the commercial Police Mitigation Fee rate at the same level of increase as that proposed for residential uses. It is also recommended that the City consider applying the adjusted commercial rate to new industrial development.

To date, the police department has not maintained records which differentiate between commercial and industrial business calls for service. The Chief of Police reports, based on his opinion,

that the calls for service over the past year by industrial users are very low.

**Development/Justification for a Proposed New Fee**

The fee for residential units is based upon a cost of service, from the 1990's, of \$118.00, and a history of each residential unit generating .86 calls for

service each year. In 2005, the Chief of Police estimates that the cost of each service call is \$193.00. The cost was determined by dividing the police department's 2004 budget of \$1,714,319 by a total call volume of 8,864.

Call volume has steadily increased as illustrated below.

**Sedro-Woolley Police Calls for Service**

Year	Calls for Service	Percentage Increase over Prior Year
2000	7,058	Not known
2001	7,139	1.147
2002	8,061	12.915
2003	8,393	4.118
2004	8,864	5.611
2005	est. 9,427	est. 6.351 (based upon 4,520 calls for service as of June 24, 2005, or 25.828571 calls per day.)

The table shows that since 2000, call volume has steadily increased. The difference between 2000 and the 2005 projected total is 2,369 calls, a 33.56% increase with an average of 6.71 % per year.

The 2004 data provided by the Chief of Police also shows that residential calls for service represented approximately 67.58% of all calls. Thus, commercial and industrial calls for service represented the remaining 32.42%. Further analysis of the Police Mitigation Fee by the Department in 2015 showed that the following Police Impact Fee calculations are still relevant.

**New Residential Fee Calculation**

Earlier in 2005, the former planning director provided information showing that there are 4,550 residential units in the City, occupied or vacant. As stated above, approximately 67.6% of all police calls for service in 2004 were generated by residen-

tial units. Police Chief Wood has calculated that each call for service costs \$193.00.

Since there were an estimated 5,992 calls for service to residential units (67.6% of 8,864 calls in 2004), each of the 4,550 residential units averaged 1.31 calls during the year.

Assuming City estimates are correct, including the concept that once a development is approved it does not generate real estate taxes paid to the City for two years; the new fee calculation is as follows: Emergency Services Consulting inc.

$$1.31^1 (\$193.00^2 (2)^3 = \$505.76^4$$

- <sup>1</sup> Calls for service per residential unit per year
- <sup>2</sup> The cost per call for service
- <sup>3</sup> The years that taxes are not generated from new development
- <sup>4</sup> The new fee that should be charged for each new residential unit

**New Commercial Fee Calculation**

Available data for commercial activity shows that approximately 32.4% of all calls for service were generated by businesses in 2004, both commercial and industrial.

The present formula calculated each square foot of built commercial space generated .002 calls for service. Assuming that a commercial space is 10,000 square feet in size, the space would generate twenty calls for service in a calendar year. There is no data that has been provided by the police department to indicate that this formula should be adjusted, either up or down. In fact, the department’s call records do not differentiate between commercial or industrial calls. Nor do police records show whether commercial or industrial properties generated more or less activity in the years before 2004. The best available data is the 2004 information that shows 32.4% of all police calls were “business” calls. There is no information available to distinguish the breakdown by square footage of any commercial property.

Continuing the use of the formula that the City has used historically, a new formula with the new cost per call for service would look like this:

$$.002^1 (X \text{ sq.ft.}) (\$193.00^2 (2)^3 = Y$$

- <sup>1</sup> Calls per square foot of commercial space
- <sup>2</sup> Cost per call of service in 2004
- <sup>3</sup> Years before a new development is on the tax rolls

The new formula can be applied to a hypothetical commercial development in 2005 as follows:

**Existing Formula**

.002	calls for service per year
X 10,000	square feet of development

X \$118.00	cost per call for service
X 2	years before property is taxed
\$4,720	Total Police Mitigation Fee due

**Potential New Formula**

.002	calls for service per year
X 10,000	square feet of development
X \$193.00	cost per call for service
X 2	years before property is taxed
\$7,720	Total Police Mitigation Fee due

The percentage increase would be 63.5% for commercial development and a 149% residential fee increase. While these percentage increases are high, the City should consider that the rates have not been increased in 15 years. It is proposed that the City consider adjusting the rates on an annual basis. This will avoid a higher increase rate in the future and avoid a loss of revenue needed to equip the police department with the capital facilities it requires to continue to deliver quality service to a growing community.

The City also expressed an interest in applying a fee for industrial use. Since the police department has not differentiated its call history by commercial or industrial use, it is recommended that the City consider adding industrial uses to the categories of development activity that will be assessed a Police Mitigation Fee.

There is no local evidence to show that industrial uses generate the same volume of calls as commercial. In fact, Chief Wood has opined that industrial uses generate a low call volume. Perhaps, the City

should consider establishing an industrial fee that is one-quarter of the rate applied to commercial uses, and begin to specifically track service call data. If the department gathers information from actual calls and finds that industrial uses generate more or less than 25% of the call volume for commercial uses, the fee formula can be adjusted after a period of time.

It is also recommended that the City consider the development community's history of accepting or challenging the Police Mitigation Fee when determining whether the proposed rate is sufficient, or needs to be adjusted further, considering the proposed rates are based solely on a change in the cost of service.

In addition, if the police department develops and maintains better data to differentiate where calls for service are generated, it may be able to justify a new formula based on trends and patterns. Presently, data is not available to differentiate by type of business, size of business, or number of employees.

#### **City Proposal That ESCi Develop a Commercial Fee based upon Number of Employees**

The City had proposed basing the fee on employment because it has received employment projections, from its transportation planning consultants, showing expected community growth and potential new employment opportunities. This type of projection, showing employment potential by transportation zones, is very useful for land use and transportation analysis. Employment information is also useful for establishing traffic impact fees and other related fees. The City hoped to tie its Police Mitigation Fee to the same database for the sake of consistency; however, doing so at this time without a proper foundation, could subject the City to challenge and delay in adopting a revised fee.

The City asked ESCi to develop a formula based on the number of employees to be generated by new

commercial development. ESCi researched this option and was not able to develop a justifiable formula. There are a number of issues that need to be resolved before a rate can be developed, not the least of which is the lack of data now available from the City to justify a new employee-based fee.

ESCi researched various police departments and conducted an on-line search of crime statistics' publications of the U.S. Department of Justice and the Federal Bureau of Investigation. We were not able to find evidence that there is any credible data to show that the number of employees at a commercial establishment has a correlation to the number of calls generated for police services. Documents researched included:

- Crime in the U.S. - preliminary report for 2004
- Uniform Crime Reporting - National Incident Based Reporting System
- Uniform Crime Report Handbook (revised 2004)
- National Incident Based Reporting System, August 2000
- Criminal Victimization in the United States, 2003 Statistical Tables
- Bridging Gaps in Police Crime Data, 1999

Without a foundation established either through Sedro-Woolley historical records or credible national publications, ESCi does not recommend the City base its fee on employment.

(Ord. 1557-06 § 2 (Exh. C))

**APPENDIX FE**

**SEDRO-WOLLEY SCHOOL DISTRICT  
CAPITAL FACILITIES PLAN**

**Sedro-Woolley  
School District #101**

**Capital Facilities Plan  
2014**

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

**Adopted December 8, 2014  
By the Board of Directors**

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- APPENDIX C – Impact Fee Calculations**

## I. INTRODUCTION

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

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

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

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

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

The District’s 2014 permanent capacity was 4,282, and the head count (HC) enrollment on October 1, 2014, was 4,282 (HC). Enrollment projections indicate that there will be 4,631 students enrolled in the District in the 2019-20 school year (see Section IV.A).

## II. STANDARD OF SERVICE

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

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

These ratios are used for determining educational program capacity in existing schools and for the planning of new school facilities. Future updates to this CFP will include any changes resulting from implementation of reduced class size requirements.

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

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

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

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

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

### III. INVENTORY OF EXISTING FACILITIES

The following chart summarizes the District’s inventory of instructional facilities. The District currently has permanent capacity for 4,282 students. Additional capacity is available in portable facilities that are designated for regular classroom use.

#### Instructional Facilities

Facility	Square Footage	Location	Classrooms <sup>1</sup>	Student Capacity <sup>2</sup>
Sedro-Woolley High School	187,612 sq. ft.	1235 Third Street Sedro-Woolley, WA 98284	52(1)	1,325
Cascade Middle School	113,697 sq. ft.	201 North Township Sedro-Woolley, WA 98284	34	735
Central Elementary	44,100 sq. ft.	601 Talcott Sedro-Woolley, WA 98284	19(1)	399
Evergreen Elementary	58,110 sq. ft.	1111 McGarigile Road Sedro-Woolley, WA 98284	26(1)	546
Mary Purcell Elementary	40,450 sq. ft.	700 Bennett Sedro-Woolley, WA 98284	15(5)	315
Clear Lake Elementary	31,510 sq. ft.	2167 Lake Avenue Clear Lake, WA 98235	9(4)	189
Big Lake Elementary	20,780 sq. ft.	1676 Highway 9 Mount Vernon, WA 98273	8(2)	168
Samish Elementary	23,775 sq. ft.	2195 Highway 9 Sedro-Woolley, WA 98284	11	231
Lyman Elementary	19,219 sq. ft.	Lyman Avenue Lyman, WA 98263	8(1)	168
State Street High School	7,000 sq. ft.	800 State Street Sedro-Woolley, WA 98284	4(1)	100
<b>TOTAL</b>	<b>546,253 sq. ft.</b>			<b>4,176</b>

<sup>1</sup> Portable facilities (regular classroom only) indicated in parenthesis.

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

**Administrative Facilities**

Sedro-Woolley School  
Administrative Office

801 Trail Road  
Sedro-Woolley, WA 98284

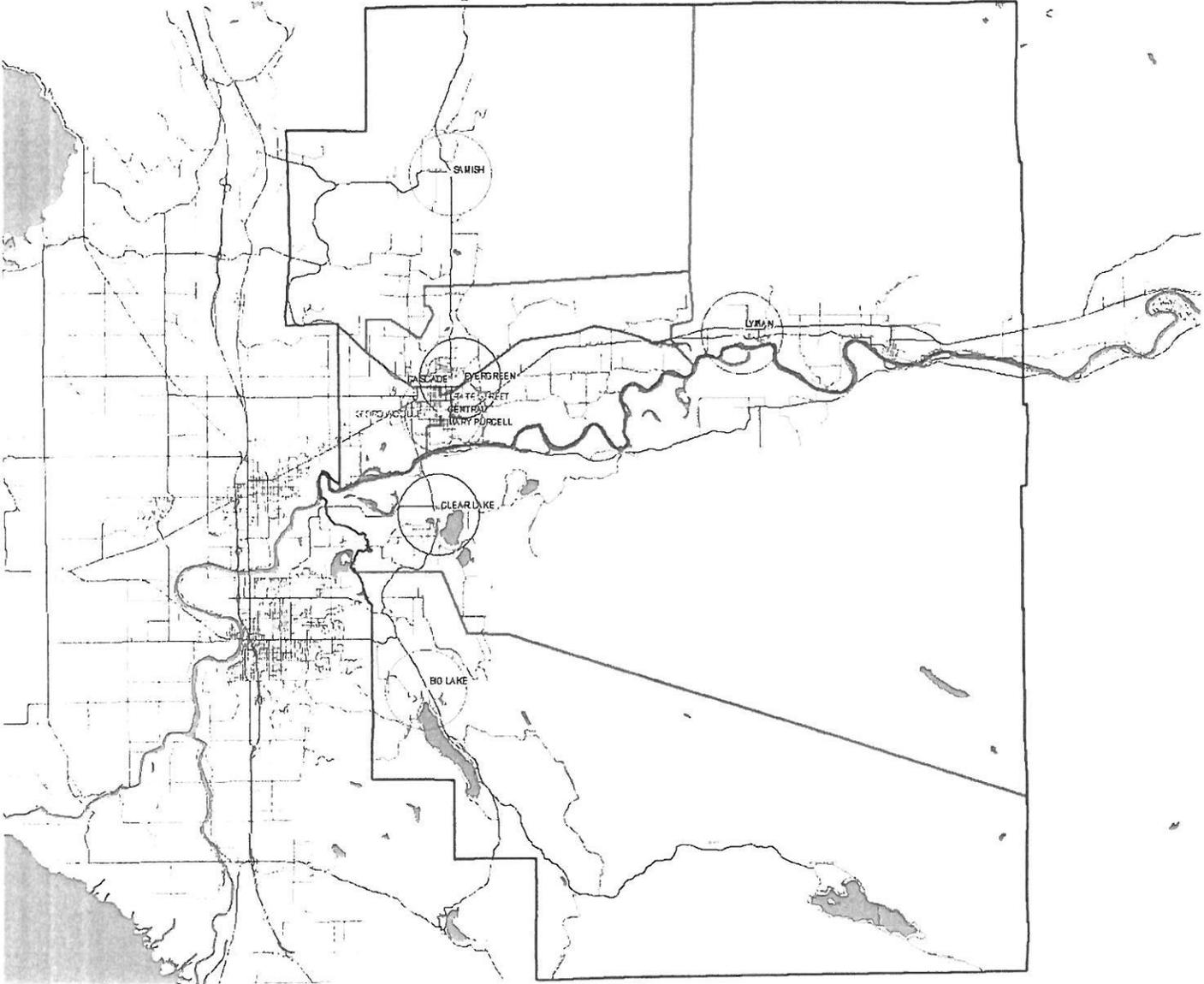
Sedro-Woolley School District  
Office

2079 Cook Road  
Sedro-Woolley, WA 98284

Support Services Building

317 Yellow Lane  
Sedro-Woolley, WA 98284

**Map of the District**



#### IV. CAPITAL FACILITIES NEEDS

##### A. Enrollment Projections

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

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

The District has examined the six-year enrollment projections based upon enrollment data from the Office of the Superintendent of Public Instruction (OSPI). See Appendix A for the OSPI projections. The OSPI projections (considered a lagging indicator) are based upon a modified “cohort survival method” which uses historical enrollment data from the 5 previous years to forecast the number of students who will be attending school the following year. Notably, the cohort survival method does not consider enrollment increases based upon new development. As such, the enrollment projections should be considered highly conservative. However, the 2014 cohort projection of 4,292 students closely matches the October 2014 student count of 4,282 students. The District will continue to closely monitor actual enrollment and development within the District. Future updates to the Capital Facilities Plan will include updated enrollment data.

##### Summary - District FTE Enrollment Projections: 2014-2014

Year	2014 <sup>3</sup>	2015-16	2016=17	2017-18	2018-19	2019-20
District Demographic Projections	4,282	4,354	4,428	4,484	4,563	4,631

---

<sup>3</sup> Actual FTE enrollment (Source: OSPI, October 2014).

**Sedro-Woolley School District  
Enrollment Projections by Grade Level<sup>4</sup>**

	2014 <sup>5</sup>	2015-16	2016-17	2017-18	2018-19	2019-20
Kindergarten	327	335	344	352	361	369
Grade 1	334	337	345	354	362	372
Grade 2	312	345	351	359	368	377
Grade 3	329	326	352	358	366	375
Grade 4	346	337	324	350	356	364
Grade 5	295	334	343	330	357	363
Grade 6	298	300	332	341	328	355
<b>K-6 Head count</b>	<b>2,241</b>	<b>2,314</b>	<b>2,391</b>	<b>2,444</b>	<b>2,498</b>	<b>2,575</b>
Grade 7	287	298	300	332	341	328
Grade 8	326	296	295	297	329	337
<b>Grades 7-8 Head count</b>	<b>613</b>	<b>594</b>	<b>595</b>	<b>629</b>	<b>670</b>	<b>665</b>
Grade 9	332	328	302	301	303	336
Grade 10	330	332	338	311	310	312
Grade 11	341	328	322	328	302	301
Grade 12	425	458	480	471	480	442
<b>Grades 9-12 Head count</b>	<b>1,428</b>	<b>1,446</b>	<b>1,442</b>	<b>1,411</b>	<b>1,395</b>	<b>1,391</b>
<b>K-12 Head count</b>	<b>4,282</b>	<b>4,354</b>	<b>4,428</b>	<b>4,484</b>	<b>4,563</b>	<b>4,631</b>

Based upon this information, over the next six years, the District's enrollment is expected to increase at the elementary and middle school levels and to slightly decline at the high school level.

<sup>4</sup> Source: OSPI Cohort Projection (October 2014). See Appendix A

<sup>5</sup> Actual Headcount enrollment on October 1, 2014 (Source: OSPI).

**B. Forecast of Future Needs**

The District recently completed modernization (with additional capacity) of Cascade Middle School. The following is a summary of the District’s capital facilities needs over the next six years. To adequately serve future student population, the District anticipates adding new classrooms at Central Elementary School, adding new classrooms and core facilities at Big Lake Elementary School, and adding portable classroom facilities at several elementary schools. All projects are needed to serve anticipated growth. The Board will make final decisions regarding these capital projects over the next six years.

Name of Facility: **Central Elementary**  
Project Description: Addition of two new classrooms  
Added Capacity: 42  
Year Needed (projected): 2019-20  
Estimated Costs: \$400,000

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Name of Facility: **Big Lake Elementary**  
Project Description: Addition of four new classrooms  
Added Capacity: 84  
Year Needed (projected): 2019-20  
Estimated Costs: \$1,200,000

---

Name of Facility: **Big Lake Elementary**  
Project Description: Cafeteria Expansion (core facility improvement necessary to serve new classroom addition)  
Added Capacity: 84  
Year Needed (projected): 2019-20  
Estimated Costs: \$450,000

---

Name of Facility: **Elementary Portable Additions**  
Project Description: Add six portable classrooms (specific locations tbd)  
Added Capacity: 126  
Year Needed (projected): 2017-20  
Estimated Costs: \$900,000

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

Based upon the District’s enrollment forecast, standard of service, current inventory and capacity, and future planned classroom spaces<sup>6</sup>, the District’s capacity summary over the six year planning horizon is as follows:

**Elementary School Surplus/Deficiency**

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Existing Permanent Capacity	2,016	2,016	2,016	2,016	2,016	2,016
Added Permanent Capacity						126
Total Permanent Capacity	2016	2016	2016	2016	2016	2,142
Enrollment <sup>7</sup>	2,241	2,314	2,391	2,444	2,498	2,575
Surplus (Deficiency) Permanent Capacity	(225)	(298)	(375)	(428)	(482)	(433)
Temporary Capacity <sup>8</sup>	315	315	315	357	399	441
Total Capacity (Permanent & Temporary)	2,331	2,331	2,331	2,373	2,415	2,583
Surplus (Deficiency) Total Capacity	90	17	(60)	(71)	(83)	8

**Middle School Surplus/Deficiency**

	2014	2010	2011	2012	2013	2014
Existing Capacity	735	735	735	735	735	735
Added Permanent Capacity						
Enrollment	613	594	595	629	670	665
Surplus (Deficiency) Permanent Capacity	122	141	140	106	65	70
Temporary Capacity	0	0	0	0	0	0
Total Capacity (Permanent & Temporary)	735	735	735	735	735	735
Surplus (Deficiency) Total Capacity	122	141	140	106	65	70

<sup>6</sup> These projects have not been fully funded.

<sup>7</sup> Based upon FTE enrollment – see Section IV.

<sup>8</sup> Including planned portable additions.

### High School Surplus/Deficiency

	2014	2010	2011	2012	2013	2014
Existing Capacity	1,425	1,425	1,425	1,425	1,425	1,425
Added Permanent Capacity						
Enrollment	1,428	1,446	1,442	1,411	1,395	1,391
Surplus (Deficiency) Permanent Capacity	(3)	(21)	(17)	14	30	34
Temporary Capacity	25	25	25	25	25	25
Total Capacity (Permanent & Temporary)	1,450	1,450	1,450	1,450	1,450	1,450
Surplus (Deficiency) Total Capacity	22	4	8	39	55	59

## V. FINANCING PLAN

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

1. General obligation bonds;
2. GMA impact fees and mitigation payments; and
3. State funding assistance on eligible projects.<sup>9</sup>

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

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

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<sup>9</sup> The District is not currently eligible for State Funding Assistance for unhoused students at the elementary school level but is eligible for State Funding Assistance at the middle school level.

**Six-Year Financing Plan**

<b>New Construction/ Additions Increasing Capacity</b>	<b>Estimated Costs</b>	<b>State Funding Assistance</b>	<b>Bond Funds</b>	<b>Mitigation and/or Impact Fees<sup>10</sup></b>	<b>Other</b>	<b>Capacity to Serve New Growth</b>	<b>Estimated Timeline</b>
Central Elementary Classroom Addition	\$400,000		X	X		X	2019-2020
Big Lake Elementary Classroom Addition	\$1,200,000		X	X		X	2019-20
Big Lake Elementary Cafeteria Expansion	\$450,000		X	X		X	2019-20
Portables	\$150,000 per classroom		X	X		X	2017-2020

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<sup>10</sup> Impact fees may also be used on additional capital projects as permitted by law or may be used to reduce debt service on outstanding bonds.

## **VI. IMPACT FEES**

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

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

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

### **2014 SCHOOL IMPACT FEE SCHEDULE**

Impact Fee per Single Family Dwelling Unit:	\$1,678
Impact Fee per Multi-Family Dwelling Unit:	\$847

**APPENDIX A  
OSPI ENROLLMENT DATA**

STATE OF WASHINGTON  
 SUPERINTENDENT OF PUBLIC INSTRUCTION  
 SCHOOL CONSTRUCTION ASSISTANCE PROGRAM  
 REPORT 1049 - DETERMINATION OF PROJECTED ENROLLMENTS  
 SCHOOL YEAR 2013-2014

Skagit/Sedro-Woolley(29101)

Grade	— ACTUAL ENROLLMENTS ON OCTOBER 1st —						AVERAGE %	— PROJECTED ENROLLMENTS —					
	2008	2009	2010	2011	2012	2013		2014	2015	2016	2017	2018	2019
Kindergarten	281	282	287	311	302	323		327	335	344	352	361	369
Grade 1	265	283	293	299	323	308	102.92%	332	337	345	354	362	372
Grade 2	306	286	286	292	324	333	104.01%	320	345	351	359	368	377
Grade 3	328	310	276	295	312	330	101.92%	339	326	352	358	366	375
Grade 4	330	323	313	276	304	296	99.47%	328	337	324	350	356	364
Grade 5	301	338	313	323	299	300	101.90%	302	334	343	330	357	363
Grade 6	319	293	320	319	332	299	99.34%	298	300	332	341	328	355
<b>K-6 Sub-Total</b>	<b>2,130</b>	<b>2,115</b>	<b>2,088</b>	<b>2,115</b>	<b>2,196</b>	<b>2,189</b>		<b>2,246</b>	<b>2,314</b>	<b>2,391</b>	<b>2,444</b>	<b>2,498</b>	<b>2,575</b>
Grade 7	308	328	298	320	313	324	100.04%	299	298	300	332	341	328
Grade 8	316	314	313	294	314	315	98.95%	321	296	295	297	329	337
<b>7-8 Sub-Total</b>	<b>624</b>	<b>642</b>	<b>611</b>	<b>614</b>	<b>627</b>	<b>639</b>		<b>620</b>	<b>594</b>	<b>595</b>	<b>629</b>	<b>670</b>	<b>665</b>
Grade 9	334	322	324	312	298	328	102.11%	322	328	302	301	303	336
Grade 10	347	340	328	331	314	323	102.96%	338	332	338	311	310	312
Grade 11	352	321	333	327	319	310	97.04%	313	328	322	328	302	301
Grade 12	524	549	499	468	465	438	146.29%	453	458	480	471	480	442
<b>9-12 Sub-Total</b>	<b>1,557</b>	<b>1,532</b>	<b>1,484</b>	<b>1,438</b>	<b>1,396</b>	<b>1,399</b>		<b>1,426</b>	<b>1,446</b>	<b>1,442</b>	<b>1,411</b>	<b>1,395</b>	<b>1,391</b>
<b>DISTRICT K-12 TOTAL</b>	<b>4,311</b>	<b>4,289</b>	<b>4,183</b>	<b>4,167</b>	<b>4,219</b>	<b>4,227</b>		<b>4,292</b>	<b>4,354</b>	<b>4,428</b>	<b>4,484</b>	<b>4,563</b>	<b>4,631</b>

**APPENDIX B  
STUDENT GENERATION RATES**

October 22, 2014

Memorandum

To: Brett Greenwood  
Sedro-Woolley School District

From: Mike McCormick

Re: 2014 Sedro-Woolley School District Student Generation Rates (SGR)

This memorandum contains the 2014 Student Generation Rates (SGR) for both single family and multiple family residential development. The rates were developed on a comprehensive basis using data from Skagit County and the Sedro-Woolley School District.

The methodology used to calculate SGR's uses Skagit County Assessor's data for development activity and school district address data for student addresses. The student generation rates have been calculated for single family and multiple family residential development. The survey area includes all of the territory within the boundaries of the Sedro-Woolley School District. The analysis is based on projects constructed for calendar year 2009 through calendar year 2013. The process used here is very similar to that used in previous analysis done for school districts in Skagit County as well as a number of districts throughout Washington state.

The process of analysis involved comparing the addresses of all students with the addresses of each residential development. Those which matched were aggregated to show the number of students in each of the grade groupings for each type of residential development. A total of 299 single family residential units were counted between 2009 and 2013 within the school district boundary. There

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

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

are a total of 101 students from these units. A total of 12 multiple family units were counted. There are two students associated with these units.<sup>2</sup>

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

	Single Family	Multiple Family
Elementary K-6	0.174	0.083
Middle 7-8	0.054	0.000
High 9-12	0.110	0.083
Total <sup>3</sup>	0.338	0.167

The SGR were calculated on a 100% sample of all single and multi-family constructed between 2009 and 2013.

Attachments: Table--2014 Sedro-Woolley School District Student Generation Rates

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<sup>2</sup> This is an extremely small number of units. A small change in either where students live or the number of units can have a dramatic effect on the resulting student generation rates.

<sup>3</sup> Totals may not balance due to rounding.

**2014 Sedro-Woolley School District Student Generation Rates**

October 22, 2014

**SINGLE FAMILY**

	# of students	SGR
Elementary -- K through 6	52	0.174
Middle School -- 7 and 8	16	0.054
High School -- 9 through 12	33	0.110
Total	101	0.338

**MULTIPLE FAMILY**

	# of students	SGR
Elementary -- K through 6	1	0.083
Middle School -- 7 and 8	0	0.000
High School -- 9 through 12	1	0.083
Total	2	0.167

Grade	SF Combined #	MF Combined #
K	8	
1	7	
2	12	1
3	8	
4	4	
5	6	
6	7	
7	6	
8	10	
9	8	
10	7	
11	5	
12	13	1
Total	101	2
Total Units	299	12

Note: Totals may not balance due to rounding

**APPENDIX C**  
**SCHOOL IMPACT FEE CALCULATIONS**

SCHOOL IMPACT FEE CALCULATIONS							
DISTRICT	Sedro-Woolley School District						
YEAR	2014						
<b>School Site Acquisition Cost:</b>							
				Student	Student		
	Facility	Cost/	Facility	Factor	Factor	Cost/	Cost/
	Acreage	Acre	Capacity	SFR	MFR	SFR	MFR
Elementary	0.00	\$ -	500	0.174	0.083	\$0	\$0
Middle	0.00	\$ -	700	0.054	0.000	\$0	\$0
High	0.00	\$ -	1,325	0.110	0.083	\$0	\$0
						\$0	\$0
<b>School Construction Cost:</b>							
[(Facility Cost/Facility Capacity)xStudent Generation Factor]x(permanent/Total Sq Ft)							
				Student	Student		
	%Perm/	Facility	Facility	Factor	Factor	Cost/	Cost/
	Total Sq.Ft.	Cost	Capacity	SFR	MFR	SFR	MFR
Elementary	97.53%	\$ 2,050,000	126	0.174	0.083	\$2,761	\$1,317
Middle	97.53%	\$ -	216	0.054	0.000	\$0	\$0
High	97.53%	\$ -	825	0.110	0.083	\$0	\$0
						\$2,761	\$1,317
<b>Temporary Facility Cost:</b>							
[(Facility Cost/Facility Capacity)xStudent Generation Factor]x(Temporary/Total Square Feet)							
				Student	Student		
	%Temp/	Facility	Facility	Factor	Factor	Cost/	Cost/
	Total Sq.Ft.	Cost	Size	SFR	MFR	SFR	MFR
Elementary	2.47%	\$150,000.00	21.00	0.174	0.083	\$31	\$15
Middle	2.47%	\$0.00	25.00	0.054	0.000	\$0	\$0
High	2.47%	\$0.00	30.00	0.110	0.083	\$0	\$0
						TOTAL	\$31 \$15
<b>State Matching Credit:</b>							
Boeckh Index X SPI Square Footage X District Match % X Student Factor							
				Student	Student		
	Boeckh	SPI	District	Factor	Factor	Cost/	Cost/
	Index	Footage	Match %	SFR	MFR	SFR	MFR
Elementary	200.40	90.00	0.00%	0.174	0.083	\$0	\$0
Middle	200.40	117.00	0.00%	0.054	0.000	\$0	\$0
Sr. High	200.40	130.00	0.00%	0.110	0.083	\$0	\$0
						TOTAL	\$0 \$0
<b>Tax Payment Credit:</b>							
						SFR	MFR
Average Assessed Value						\$206,247	\$75,297
Capital Bond Interest Rate						3.90	3.90
Net Present Value of Average Dwelling						\$804,363	\$293,658
Years Amortized						10.00	10.00
Property Tax Levy Rate						0.69	0.69
Present Value of Revenue Stream						\$555	\$203
<b>Fee Summary:</b>							
				Single	Multi-		
				Family	Family		
Site Acquisition Costs				\$0	\$0		
Permanent Facility Cost				\$2,761	\$1,317		
Temporary Facility Cost				\$31	\$15		
State Match Credit				\$0	\$0		
Tax Payment Credit				(\$555)	(\$203)		
FEE (AS CALCULATED)				\$2,237	\$1,129		
FEE (DISCOUNT - 25%)				\$1,678	\$847		

# Exhibit 3

## Amendments to Chapter 15.60 SWMC regarding Fire Impact Fee values

### **15.60.090 Fire department impact fee and establishment of service area.**

- A. Subject to the provisions of SWMC Section 15.60.100, the fire department facilities impact fee assessed pursuant to this chapter shall be calculated as set forth on attachment C.
- B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the engineering news record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.
- C. For the purpose of this chapter, the entire city shall be considered one service area. (Ord. 1555-06 § 1 (part), 2006)

### **Attachment C—Schedule of Fire Department Impact Fees**

#### Fire Impact Fee Calculations.

- A. Residential structures, including single-family and multifamily structures: ~~nineteen~~ twenty-eight cents per square foot of structure, including garage, outbuildings and attached porches.
- B. Nonresidential structures: ~~twenty~~ twenty-eight cents per square foot of structure, including garage, outbuildings and attached porches; provided that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system.
- C. Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline, shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.140.

TABLE 1  
CITY OF SEDRO-WOOLLEY  
FIRE APPARATUS AND CAPITAL COSTS PER SQUARE FOOT OF DEVELOPMENT

<u>Component</u>	<u>Number of Apparatus</u>	<u>Square Feet Development Served</u>	<u>Apparatus Per Square Foot</u>	<u>Cost Per Apparatus</u>	<u>Capital Cost Per Square Foot</u>
Aerial Units	1	5,126,638	0.000000195	525,000	0.102406
Ambulances	2	5,126,638	0.000000390	150,000	0.058518
Fire Station 2	1	5,126,638	0.000000195	619,326	0.120805
					0.2817297

TABLE 2  
CITY OF SEDRO-WOOLLEY  
PREVIOUS PAYMENTS MADE BY NEW DEVELOPMENT  
AVAILABLE TO FUND FUTURE NEEDS

<u>YEAR</u>	<u>AVAILABLE FUNDS</u>
2008	0
2009	0
2010	0
2011	0
2012	2,735
2013	4,348
2014	2,965
7-Year Total	
	10,048
Annual Average	1,435
Annual Average / Square Foot of Development	0.00028
Six year	0.0016799

**CITY OF SEDRO-WOOLLEY  
PROPOSED IMPACT FEE RATE**

<u>Full Cost</u>	<u>Less Adjustment</u>	<u>Impact Fee per Square Foot</u>
\$0.28	\$0.00	\$0.28

Nonresidential Credits

Sprinkler System 40%  
Alarm System 10%  
Sprinkler & Alarm Systems 50%

Attachment C (new tables. Will not appear in text of Chapter 15.60)

# Exhibit 4

Amendments to Chapter 15.64 SWMC regarding School Impact Fee values

## Appendix A (Chapter 15.64)

---

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

B. Multifamily Units: ~~One thousand three hundred ninety-eight~~ eight hundred forty-seven dollars per residential unit in a multifamily structure.

Note: detached, single housing units shall be considered single-family residential units, without regard to the form of ownership, including condominium ownership. (Ord. 1672-10 § 2, 2010; Ord. 1630-08 § 2 (Exh. B), 2008)

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING AMENDMENTS TO THE SEDRO-WOOLLEY MUNICIPAL CODE AS REVIEWED AS PART OF THE 2014 COMPREHENSIVE PLAN DOCKET TO REVISE AND INCORPORATE UPDATED IMPACT FEES IN CHAPTERS 15.60 AND 15.64.**

**WHEREAS**, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 17, 2014; and

**WHEREAS**, the City of Sedro-Woolley established an on-going public participation process in 2016 in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Meetings to discuss proposed changes to the Comprehensive Plan; and

**WHEREAS**, public hearings were conducted before the Sedro-Woolley Planning Commission on various dates; and

**WHEREAS**, environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued February 26, 2015, and that document is adopted by reference; and

**WHEREAS**, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Community, Trade and Economic Development (CTED) and the required 60-day review period has passed; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendments to Chapters 15.60 and 15.64 Sedro-Woolley Municipal Code contained in this ordinance associated with updates to the Comprehensive Plan and made a recommendation to adopt said amendments to the Comprehensive Plan and municipal code;

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

**WHEREAS**, the City Council has, on this date, approved an ordinance adopting the amendments to the Comprehensive Plan;

**WHEREAS**, the City Council further desires to modify the Sedro-Woolley Municipal Code to enact the changes to the Comprehensive Plan affecting Chapters 15.60 and 15.64 of the Sedro-Woolley Municipal Code;

**EXHIBIT** 2  
TO COUNCIL MEMO

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

**Section 1.** The City Council hereby adopts the Planning Commission's *Findings of Fact, Conclusions and Recommendations*, which were certified by the Planning Commission Chair on April 7, 2016 as the City Council's *Findings of Fact, Conclusions and Recommendations*.

**Section 2.** Chapter 15.60 of the Sedro-Woolley Municipal Code, *Impact Fees for Planned Facilities*, is hereby altered to read as shown in the attached Exhibit A, which is adopted by reference.

**Section 3.** Chapter 15.64 of the Sedro-Woolley Municipal Code, *Impact Fees for School Facilities*, is hereby altered to read as shown in the attached Exhibit B, which is adopted by reference.

**Section 4.** This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by law.

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

**PASSED** by majority vote of the members of the Sedro-Woolley City Council this \_\_\_\_\_<sup>th</sup> day of April, 2016, and signed in authentication of its passage this \_\_\_\_\_<sup>th</sup> day of April, 2016.

By: \_\_\_\_\_  
KEITH L. WAGONER, Mayor

Attest: \_\_\_\_\_  
PATSY NELSON, Finance Director

Approved as to form:

\_\_\_\_\_  
ERON BERG, City Attorney

Published: \_\_\_\_\_

## **15.60.090 Fire department impact fee and establishment of service area.**

- A. Subject to the provisions of SWMC Section 15.60.100, the fire department facilities impact fee assessed pursuant to this chapter shall be calculated as set forth on attachment C.
- B. The impact fee set out in subsection A of this section shall be updated annually at a rate adjusted in accordance with the engineering news record (ENR) Construction Cost Index for the Seattle area, using a June-June annual measure to establish revised fee schedules effective July 1st of the current year.
- C. For the purpose of this chapter, the entire city shall be considered one service area. (Ord. 1555-06 § 1 (part), 2006)

## **Attachment C—Schedule of Fire Department Impact Fees**

### Fire Impact Fee Calculations.

- A. Residential structures, including single-family and multifamily structures: ~~nineteen~~ twenty-eight cents per square foot of structure, including garage, outbuildings and attached porches.
- B. Nonresidential structures: ~~twenty~~ twenty-eight cents per square foot of structure, including garage, outbuildings and attached porches; provided that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system.
- C. Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline, shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.140.

TABLE 1  
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<u>Component</u>	<u>Number of Apparatus</u>	<u>Square Feet Development Served</u>	<u>Apparatus Per Square Foot</u>	<u>Cost Per Apparatus</u>	<u>Capital Cost Per Square Foot</u>
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					0.2817297

TABLE 2  
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PREVIOUS PAYMENTS MADE BY NEW DEVELOPMENT  
AVAILABLE TO FUND FUTURE NEEDS

<u>YEAR</u>	<u>AVAILABLE FUNDS</u>
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2011	0
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2013	4,348
2014	2,965
7-Year Total	
	10,048
Annual Average	1,435
Annual Average / Square Foot of Development	0.00028
Six year	0.0016799

**CITY OF SEDRO-WOOLLEY  
PROPOSED IMPACT FEE RATE**

<u>Full Cost</u>	<u>Less Adjustment</u>	<u>Impact Fee per Square Foot</u>
\$0.28	\$0.00	\$0.28

Nonresidential Credits

- Sprinkler System 40%
- Alarm System 10%
- Sprinkler & Alarm Systems 50%

NOTE: Attachment C contains new tables; those tables will not appear in text of Chapter 15.60

## Appendix A – Schedule of School Impact Fees (Chapter 15.64)

A. Single-Family Units: ~~Two thousand six hundred ninety eight~~ One thousand six hundred seventy-eight dollars per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park).

B. Multifamily Units: ~~One thousand three hundred ninety eight~~ Eight hundred forty-seven dollars per residential unit in a multifamily structure.

Note: detached, single housing units shall be considered single-family residential units, without regard to the form of ownership, including condominium ownership. (Ord. 1672-10 § 2, 2010: Ord. 1630-08 § 2 (Exh. B), 2008)

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

**File #s – Requested by:**

**CPA-1-14 – City Sponsored**

**2014 COMPREHENSIVE PLAN  
AMENDMENT REQUESTS  
– 2014 DOCKET –**

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

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

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff or elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time. The list of proposed amendments is termed the “Docket.” Two proposals for Comprehensive Plan, Zoning/Land Use Maps and development regulation changes were requested for inclusion on the 2014 Comprehensive Plan Docket; both proposed by the City of Sedro-Woolley. The proposals were docketed and reviewed by the Planning Commission in accordance with Growth Management Act and Chapters 2.88 and 2.90 of the Sedro-Woolley Municipal Code (SWMC). The two items on the 2014 Docket are described below.

**CPA-1-14 – Capital Facilities Element Update and Associated Zoning Code Amendments**

The Planning Commission completed a review of the Capital Facilities Element of the Comprehensive Plan during the 2014 Docket cycle and has recommended updates to the Element. The updates recommended by the Planning Commission will require amendments to the Capital Facilities Element and amendments to the zoning code. The Sedro-Woolley Planning Department (Planning) requested that the Capital Facilities Element of the Sedro-Woolley Comprehensive Plan be updated in anticipation of the required 2016 deadline to update each of the elements of the Comprehensive Plan. The Capital Facilities Element has been updated to include updated current data, updated plans for the anticipated development in the city over the next 20 years and updated goals and policies. The updates are coordinated with the 2015 Docket updates that include an expanded urban growth area (UGA) that is proposed by the city and under review by Skagit County.

The Sedro-Woolley Fire and Police Departments updated their departmental sections of the Capital Facilities Element. The Fire Department’s update included amendments to the calculations that determine the impact fee amounts the city charges when new buildings are

constructed or any additions are added to existing structures. Updating the fire impact fee amount requires amendments to Chapter 15.60 SWMC.

As part of the Capital Facilities Element update, the Sedro-Woolley School District requested that their 2014 adopted School Capital Facility Plan (CFP) be included in updated Capital Facilities Element. The School CFP proposed changes to the school impact fees that the city collects when permits are issued for new residential units in the city limits. Updating the school impact fee amount requires amendments to Chapter 15.64 SWMC.

#### CPA-2-14 – Potential zoning changes to accommodate additional Industrial land (rescinded)

At the request of the City Council, the Planning Commission held a public hearing to determine if any property owners in the northwest portion of the city and the UGA were interested in rezoning their property north of E. Jones Road from Residential-5 (R-5) to Industrial. The majority of property owners in the area were opposed to the concept. The City Council reviewed the results of the Planning Commission hearing and tabled the concept of an upzone in the area. File CPA-2-14 was closed.

#### **Planning Commission Finding of Fact**

##### Conformance with Growth Management Act

1. Per the GMA, the Sedro-Woolley Comprehensive Plan must be updated by June 30, 2016. Individual elements of the Plan may be adopted prior to the 2016 deadline.
2. On December 6, 2013 and January 3, 2014, the City of Sedro-Woolley advertised in the Skagit Valley Herald that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments or text amendments to the City's development regulations will be January 17, 2014.
3. No requests for Land Use Map, Zoning Map or Comprehensive Plan amendments were received from the public at-large.
4. On February 5, 2014 the City Council reviewed two proposed items for inclusion on the 2014 Comprehensive Plan Docket. Both items were city-sponsored. The City Council placed both items, the Capital Facilities Element Update and the Jones Road area zoning review, on the 2014 Docket. The Council directed the Planning Commission to hold public hearings on the Docket items and recommend amendments for the Council to consider.
5. Per RCW 36.70A.106, notice of the proposed zoning and Comprehensive Plan amendments were sent to the Washington State Department of Commerce for 60-day review on January 21, 2015. The review period expired in March, 2015 and no Department of Commerce comments were received.
6. A SEPA DNS for the 2014 Docket was issued on February 26, 2015.

#### CPA-1-14 – Update of the Capital Facilities Element of the Comprehensive Plan

7. At its February 5, 2014 worksession, the City Council placed the update of the Capital Facilities Element on the 2014 Docket.

8. The Planning Commission reviewed the existing Capital Facilities Element at the February 18, 2014 PC meeting.
9. The Planning Commission further reviewed the Capital Facilities Element at its April 15, 2014 meeting.
10. The Sedro-Woolley School District #101 submitted an adopted CFP and requested that it be incorporated in the city Capital Facilities Element. The CFP suggested revised school impact fees that would be incorporated into Chapter 15.60 SWMC. The proposed impact fees are lower than the existing fees – dropping from \$2,649 for lots with less than five units per lot to \$1,678. The proposed school impact fee for multi-family units is reduced from \$1,398 to \$847 per unit.
11. Further review of the Capital Facilities Element was performed by the Planning Commission at its May 20, 2014 meeting.
12. The Planning Commission further reviewed the Capital Facilities Element at its June 17, 2014 meeting.
13. The Planning Commission reviewed the School CFP for incorporation into the Capital Facilities Element at the December 16, 2014 PC meeting.
14. On January 10, 2015, in compliance with Chapters 17.60 and 2.90 SWMC, notice of a January 20, 2015 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments to the Capital Facilities Element was published in the Skagit Valley Herald.
15. On January 20, 2015 the Planning Commission held an open record public hearing to receive testimony from City Staff and the public. A staff report dated 20, 2015 was submitted to and reviewed by the Planning Commission prior to the public hearing. The staff report was also available to the public ahead of the hearing date. At the hearing, staff reviewed the existing Capital Facilities Element and proposed development regulation updates related to impact fees, made a recommendation that the Planning Commission review the existing element, hold public meetings to receive public input and propose amendments for the City Council to consider later in the year. No members of the public spoke at the hearing and no written comments were received.
16. The Planning Commission did not discuss the proposed amount of the school or fire impact fees as part of their discussion; the City Council is better suited to address that issue. Updates to the police section of the Capital Facilities element are also proposed, no impact fees per Chapter 82.02 RCW are associated with police services.
17. The Planning Commission continued review the Capital Facilities Element at its February 17, 2015 meeting.
18. On March 4, 2016, in compliance with Chapters 17.60 and 2.90 SWMC, notice of a March 15, 2016 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments to the Capital Facilities Element was published in the Skagit Valley Herald.
19. Since the Planning Commission's last review of the Capital Facilities Element in early 2015, the City has worked with the Skagit County Planning Department and the Skagit Council of Governments Growth Management Act Steering Committee to determine what the city's likely population and employment growth will be between 2015 and 2036. The Capital Facilities Element was updated in early 2016 to incorporate the new projected growth for the next 20 years (including an expanded city urban growth area boundary) and thus needed further review by the Planning Commission.

20. On March 15, 2016 the Planning Commission held a second public hearing on updates to the Capital Facilities Element. After closing the public hearing, the Planning Commission made a motion to recommend council adopt the proposed updates to the Capital Facilities Element. The Planning Commission also made a motion to recommend council adopt the proposed updates to Chapter 15.60 SWMC regarding fire impact fees and Chapter 15.64 SWMC regarding school impact fees; both motions passed 7-0. The Planning Commission's recommended amendments to the Capital Facilities Element of the Comprehensive Plan are shown in Attachment A and the recommended amendments to the development regulations are shown in Attachment B of these Findings.

CPA-2-14 – Potential zoning changes to accommodate additional Industrial land

21. At a February 5, 2014 worksession, the City Council placed the proposal to rezone land north of E. Jones Road on the 2014 Docket.
22. On March 7, 2014, in compliance with Chapters 17.60 and 2.90 SWMC, notice of a March 18, 2014 Public Hearing in front of the Planning Commission and opportunity to comment on the proposal to rezone land north of E. Jones Road was published in the Skagit Valley Herald and Notice was mailed to potentially affected property owners.
23. Two property owners commented on the proposal in writing. Four neighbors also submitted comments in opposition to the potential rezone.
24. 25 citizens attended the March 18, 2014 Public Hearing, the majority were not in favor of zoning changes.
25. Staff presented the results of the hearing to the City Council at the March 26, 2014 meeting. Council discussed the results and tabled the idea of a rezone north of E. Jones Road. CPA-2-14 was subsequently closed.

**Planning Commission Recommendations**

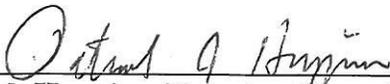
CPA-1-14 – Update of the Capital Facilities Element of the Comprehensive Plan

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **approve** amendments to the Capital Facilities Element of the Comprehensive Plan as shown in Attachment A and the amendments to the zoning code as shown in Attachment B.

**ATTACHMENTS**

- Attachment A – Recommended amendments to the Housing Element of the Sedro-Woolley Comprehensive Plan.
- Attachment B – Recommended amendments to Chapter 15.60 SWMC – Impact Fees for Planned Facilities and Chapter 15.64 – Impact Fees for School Facilities.

**CERTIFICATION**

  
\_\_\_\_\_  
**Patrick Huggins, Planning Commission Chairman**

4-7-14  
\_\_\_\_\_  
**Date**



100 W State Street Suite C  
Sedro-Woolley, WA 98284  
360.755.3985  
www.centralskagitlibrary.org

Mayor Keith Wagoner  
City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**APR 13 2016**

April 5, 2016

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

Dear Mayor Wagoner,

Thank you for sharing your proposed "Library Partnership Concept" dated January 21, 2016 (the "Proposal") with the Board of Trustees (the "Board") of the Central Skagit Library District (the "Library District"). As you know, the Board has reviewed the proposal and, through counsel, made preliminary inquiries as to some of its provisions. Following consideration of those responses, the Board authorized a team consisting of Board member Lynn Torset, Dan Gottlieb, counsel, and myself to meet with the appropriate City representatives to discuss a library services agreement between the Library District and the City using the Proposal as a starting point for those discussions. To further that process, the Board would like to present to you the following summary of its views pertaining to the core tenets of the Proposal:

- The Library District will operate the library pursuant to a multi-year agreement. The Board would prefer an initial term of no more than 5 years or less, with an automatic renewals unless terminated by either party with at least a year's advance notice.
- The City will issue councilmanic bonds to acquire and renovate or purpose-build a new facility for the library.
- The size of the new library facility will be dependent upon needs of the community served and cost, to be agreed upon by both parties.
- Parity in annual economic commitment: each year, the City will pay the Library District an amount equal to the Library District's actual millage rate multiplied by the City's assessed valuation, subject to a credit for the City's annual debt service payment on the library facility bonds. The Board will have full authority to use such funds for any Library District purposes.
- The Library District will maintain the major repair reserve fund of approximately \$200,000.
- The City will provide routine maintenance on the facility above and beyond the economic commitment.
- Existing City staff will be retained by the Library District with the understanding that all Library District staff will be subject to periodic performance reviews.
- Viable furniture, fixtures, equipment and collection materials will be transferred to the Library District for use in the new facility.

- The new library facility will be branded as the Sedro-Woolley Central Skagit Library.
- The Board has amended its bylaws to include trustees who live anywhere in the Sedro-Woolley School District, including the municipalities therein. This paves the way for City citizen representation on the Board.
- The Board will meet with the City Council at least annually to report on the activities of the library, to discuss plans for the following year, and review the contract terms if necessary. The Director of the Library District will be expected to keep open communication with City officials on an ongoing basis.
- The contract shall include detailed provisions to address events such as: annexation, termination of contract (mutual or breach) and dissolution of the Library District.

The Library District team looks forward to discussing these matters with the City. Please contact me at your earliest convenience to set up a meeting.

Thank you,



Jeanne Williams  
Director  
Central Skagit Library  
jeanne@centralskagitlibrary.org  
360.755.3985

APR 13 2016

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

# Memorandum

**To:** City Council

**From:** Patsy Nelson *Patsy*

**Date:** 03-29-16

**Re:** Financial reports

---

Attached is the February 29, 2016 summary financial report for your review. As expenditures and revenues vary from month to month; the without fund balances report reflects monthly cash flows, highlighting the importance of maintaining adequate cash balances.

February interest rates on investments are noted below. Please let me know if you have any questions or comments.

Washington State Treasurer's Office Local Government Investment Pool	0.4200%
Opus Bank 12 month Certificate of Deposit maturing 04/04/16	0.3500%
Opus Bank 12 month Certificate of Deposit maturing 06/29/16	0.4500%
Opus Bank 12 month Certificate of Deposit maturing 10/05/16	0.4000%

**Cash Flow**

City Of Sedro-Woolley  
MCAG #: 0647

January To February

Time: 15:17:29 Date: 03/29/2016

Page: 1

REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 Current Expense Fund	1,771,202.34	249,576.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,020,778.71	5,819,606.00	35%
101 Parks & Facilities Fund	154,457.04	13,719.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	168,176.77	734,525.00	23%
102 Cemetery Fund	18,409.50	11,901.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,310.54	153,975.00	20%
103 Street Fund	124,571.43	39,019.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163,590.52	883,540.00	19%
104 Arterial Street Fund	299,387.40	214,241.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	513,629.20	1,490,098.00	34%
105 Library Fund	30,855.31	8,429.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,284.81	337,141.00	12%
106 Cemetery Endowment Fund	92,220.51	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,520.51	98,445.00	94%
107 Parks Reserve Fund	286.14	100.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	386.21	678.00	57%
108 Lodging Tax Fund	7,124.19	1,442.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,566.99	37,020.00	23%
109 Special Investigation Fund	16,856.22	231.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,087.99	21,428.00	80%
112 Code Enforcement Fund	61,799.85	14.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61,814.68	63,803.00	97%
113 Paths And Trails Fund	41,561.06	105.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,666.45	42,582.00	98%
114 Law Enforcement Sales Tax	32,485.03	41,264.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,749.95	425,000.00	17%
115 City Council Strategic Reserve	82,797.53	15,914.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,711.86	163,460.00	60%
205 2008 G/O Bond Fund	80,827.74	19,506.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,334.54	295,092.00	34%
206 G/O Bond 2008 Reserve Fund	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	150,000.00	100%
230 1996 G/O Bond Redemption Fund	34,008.37	1,059.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,068.36	239,500.00	15%
302 Capital Projects Reserve Fund	293,042.29	27,180.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	320,222.75	288,492.00	111%
303 Building Maintenance Reserve	162,042.51	4,329.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	166,372.38	164,684.00	101%
304 Transportation Benefit District	82,141.85	14,394.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96,535.85	242,000.00	40%
310 Police Mitigation Reserve Fund	8,623.86	2.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,625.93	21,821.00	40%
311 Parks Impact Fee Reserve Fund	78,984.46	18.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79,003.41	170,091.00	46%
312 Fire Impact Fee Reserve Fund	35,191.25	1,161.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,352.42	55,027.00	66%
313 Public Safety Sales Tax Fund	8,638.90	10,759.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,397.95	110,000.00	18%
401 Sewer Operations Fund	658,565.29	294,692.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	953,258.27	3,664,657.00	26%
402 Sewer Facilities Reserve Fund	849,326.26	203.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	849,530.00	724,780.00	117%
407 1998 Sewer Revenue Bond Fund	452,167.59	35,940.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	488,108.06	843,425.00	58%
410 Sewer Capital Projects Reserve	1,681,483.00	69,629.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,751,112.86	3,055,987.00	57%
411 1998 Sewer Rev Bond Res Fund	376,481.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	376,481.95	376,482.00	100%
412 Solid Waste Operations Fund	377,061.60	155,269.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	532,331.54	2,181,330.00	24%
413 Solid Waste Reserve Fund	68,242.51	2,266.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,508.88	244,067.00	29%
425 Stormwater Operations	135,832.74	43,599.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	179,432.07	637,067.00	28%
426 Stormwater Reserve Fund	148,789.82	35.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148,825.51	148,844.00	100%
501 Equipment Replacement Fund	174,661.83	74,853.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,515.06	975,121.00	26%
621 Suspense Fund	1,014.70	7,400.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,414.86	150,321.00	6%
625 Municipal Court Trust	730.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	730.00	0.00	0%
	8,591,872.07	1,358,565.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,950,437.84	25,010,089.00	40%

EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 Current Expense Fund	342,198.79	428,528.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	770,727.31	5,819,606.00	13%
101 Parks & Facilities Fund	29,887.78	34,486.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,374.63	734,525.00	9%
102 Cemetery Fund	8,118.25	10,161.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,280.19	153,975.00	12%
103 Street Fund	32,645.91	53,898.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,544.43	883,540.00	10%
104 Arterial Street Fund	2,892.00	20,124.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,016.57	1,490,098.00	2%
105 Library Fund	18,284.87	20,947.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,232.40	337,141.00	12%
106 Cemetery Endowment Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98,445.00	0%
107 Parks Reserve Fund	0.00	37.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.18	678.00	5%

**Cash Flow**

City Of Sedro-Woolley  
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January To February

EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
108 Lodging Tax Fund	1,281.82	2,505.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,786.99	37,020.00	10%
109 Special Investigation Fund	0.00	1,183.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,183.74	21,428.00	6%
112 Code Enforcement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63,803.00	0%
113 Paths And Trails Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,582.00	0%
114 Law Enforcement Sales Tax	0.00	32,485.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,485.03	425,000.00	8%
115 City Council Strategic Reserve	4,166.00	4,166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,332.00	163,460.00	5%
205 2008 G/O Bond Fund	4,166.00	4,166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,332.00	295,092.00	3%
206 G/O Bond 2008 Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0%
230 1996 G/O Bond Redemption Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239,500.00	0%
302 Capital Projects Reserve Fund	0.00	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,500.00	288,492.00	2%
303 Building Maintenance Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	164,684.00	0%
304 Transportation Benefit District	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242,000.00	0%
310 Police Mitigation Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,821.00	0%
311 Parks Impact Fee Reserve Fund	0.00	3,320.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,320.36	170,091.00	2%
312 Fire Impact Fee Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,027.00	0%
313 Public Safety Sales Tax Fund	8,600.00	8,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,500.00	110,000.00	16%
401 Sewer Operations Fund	191,422.21	206,677.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	398,099.79	3,664,657.00	11%
402 Sewer Facilities Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	724,780.00	0%
407 1998 Sewer Revenue Bond Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	843,425.00	0%
410 Sewer Capital Projects Reserve	17,916.00	17,916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,832.00	3,055,987.00	1%
411 1998 Sewer Rev Bond Res Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	376,482.00	0%
412 Solid Waste Operations Fund	188,958.58	-23,749.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,208.65	2,181,330.00	8%
413 Solid Waste Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244,067.00	0%
425 Stormwater Operations	39,817.51	38,196.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,014.19	637,067.00	12%
426 Stormwater Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148,844.00	0%
501 Equipment Replacement Fund	173,712.50	27,514.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,227.13	975,121.00	21%
621 Suspense Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,321.00	0%
	<u>1,064,068.22</u>	<u>897,966.37</u>	<u>0.00</u>	<u>1,962,034.59</u>	<u>25,010,089.00</u>	<u>8%</u>									
FUND GAIN/LOSS:	7,527,803.85	460,599.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,988,403.25		
FUND NET POSITION:	7,527,803.85	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25	7,988,403.25			

**Cash Flow Statement Without Fund Balances**

City Of Sedro-Woolley  
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January To February

REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 Current Expense Fund	532,253.87	249,576.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	781,830.24	4,626,236.00	17%
101 Parks & Facilities Fund	13,600.14	13,719.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,319.87	624,975.00	4%
102 Cemetery Fund	5,080.08	11,901.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,981.12	140,650.00	12%
103 Street Fund	34,350.74	39,019.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,369.83	793,325.00	9%
104 Arterial Street Fund	14,708.37	214,241.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	228,950.17	1,239,983.00	18%
105 Library Fund	1,415.94	8,429.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,845.44	307,830.00	3%
106 Cemetery Endowment Fund	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	4,000.00	8%
107 Parks Reserve Fund	0.08	100.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.15	500.00	20%
108 Lodging Tax Fund	1,167.21	1,442.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,610.01	29,020.00	9%
109 Special Investigation Fund	72.43	231.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	304.20	7,520.00	4%
112 Code Enforcement Fund	16.48	14.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.31	2,535.00	1%
113 Paths And Trails Fund	100.33	105.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.72	1,220.00	17%
114 Law Enforcement Sales Tax	32,485.03	41,264.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,749.95	425,000.00	17%
115 City Council Strategic Reserve	1,151.36	15,914.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,065.69	135,375.00	13%
205 2008 G/O Bond Fund	15,323.00	19,506.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,829.80	226,300.00	15%
230 1996 G/O Bond Redemption Fund	557.78	1,059.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,617.77	207,585.00	1%
302 Capital Projects Reserve Fund	21,382.15	27,180.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,562.61	170,300.00	29%
303 Building Maintenance Reserve	4,383.06	4,329.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,712.93	2,175.00	401%
304 Transportation Benefit District	13,721.40	14,394.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,115.40	170,000.00	17%
310 Police Mitigation Reserve Fund	813.92	2.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	815.99	12,515.00	7%
311 Parks Impact Fee Reserve Fund	21.06	18.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.01	75,035.00	0%
312 Fire Impact Fee Reserve Fund	9.38	1,161.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,170.55	20,010.00	6%
313 Public Safety Sales Tax Fund	8,638.90	10,759.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,397.95	110,000.00	18%
401 Sewer Operations Fund	285,738.01	294,692.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	580,430.99	3,333,350.00	17%
402 Sewer Facilities Reserve Fund	226.50	203.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	430.24	850.00	51%
407 1998 Sewer Revenue Bond Fund	36,116.02	35,940.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,056.49	435,250.00	17%
410 Sewer Capital Projects Reserve	44,405.28	69,629.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114,035.14	1,373,720.00	8%
412 Solid Waste Operations Fund	148,229.96	155,269.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303,499.90	1,952,500.00	16%
413 Solid Waste Reserve Fund	2,267.60	2,266.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,533.97	27,285.00	17%
425 Stormwater Operations	62,671.01	43,599.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106,270.34	545,603.00	19%
426 Stormwater Reserve Fund	39.68	35.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.37	140.00	54%
501 Equipment Replacement Fund	174,317.09	74,853.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,170.32	732,950.00	34%
621 Suspense Fund	597.28	7,400.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,997.44	150,000.00	5%
	1,455,861.14	1,358,565.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,814,426.91	17,883,737.00	16%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 Current Expense Fund	342,198.79	428,528.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	770,727.31	5,354,254.00	14%
101 Parks & Facilities Fund	29,887.78	34,486.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,374.63	675,508.00	10%
102 Cemetery Fund	8,118.25	10,161.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,280.19	141,290.00	13%
103 Street Fund	32,645.91	53,898.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86,544.43	812,860.00	11%
104 Arterial Street Fund	2,892.00	20,124.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,016.57	1,366,205.00	2%
105 Library Fund	18,284.87	20,947.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,232.40	310,100.00	13%
107 Parks Reserve Fund	0.00	37.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.18	500.00	7%
108 Lodging Tax Fund	1,281.82	2,505.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,786.99	35,000.00	11%
109 Special Investigation Fund	0.00	1,183.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,183.74	14,000.00	8%
112 Code Enforcement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,200.00	0%
113 Paths And Trails Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,550.00	0%

**Cash Flow Statement Without Fund Balances**

City Of Sedro-Woolley  
MCAG #: 0647

January To February

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Page: 2

EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
114 Law Enforcement Sales Tax	0.00	32,485.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,485.03	425,000.00	8%
115 City Council Strategic Reserve	4,166.00	4,166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,332.00	50,000.00	17%
205 2008 G/O Bond Fund	4,166.00	4,166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,332.00	200,551.00	4%
230 1996 G/O Bond Redemption Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239,500.00	0%
302 Capital Projects Reserve Fund	0.00	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,500.00	125,000.00	5%
303 Building Maintenance Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0%
310 Police Mitigation Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0%
311 Parks Impact Fee Reserve Fund	0.00	3,320.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,320.36	79,530.00	4%
312 Fire Impact Fee Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0%
313 Public Safety Sales Tax Fund	8,600.00	8,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,500.00	105,000.00	17%
401 Sewer Operations Fund	191,422.21	206,677.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	398,099.79	3,371,527.00	12%
402 Sewer Facilities Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0%
407 1998 Sewer Revenue Bond Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	425,400.00	0%
410 Sewer Capital Projects Reserve	17,916.00	17,916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,832.00	1,339,660.00	3%
412 Solid Waste Operations Fund	188,958.58	-23,749.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,208.65	2,006,864.00	8%
413 Solid Waste Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0%
425 Stormwater Operations	39,817.51	38,196.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78,014.19	586,075.00	13%
426 Stormwater Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146,000.00	0%
501 Equipment Replacement Fund	173,712.50	27,514.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,227.13	790,370.00	25%
621 Suspense Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0%
	1,064,068.22	897,966.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,962,034.59	18,970,944.00	10%
<b>FUND GAIN/LOSS:</b>	391,792.92	460,599.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	852,392.32		
<b>FUND NET POSITION:</b>	391,792.92	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32	852,392.32			

APR 13 2016

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

# Memorandum

**To:** City Council

**From:** Patsy Nelson *Patsy*

**Date:** 04-05-16

**Re:** Financial reports

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Attached is the March 31, 2016 summary financial report for your review. As expenditures and revenues vary from month to month; the without fund balances report reflects monthly cash flows, highlighting the importance of maintaining adequate cash balances.

February interest rates on investments are noted below. Please let me know if you have any questions or comments.

Washington State Treasurer's Office Local Government Investment Pool	0.4487%
Opus Bank 12 month Certificate of Deposit maturing 04/04/17	0.5500%
Opus Bank 12 month Certificate of Deposit maturing 06/29/16	0.4500%
Opus Bank 12 month Certificate of Deposit maturing 10/05/16	0.4000%

**Cash Flow Statement Without Fund Balances**

City Of Sedro-Woolley  
MCAG #: 0647

January To March

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REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 Current Expense Fund	532,253.87	249,576.37	285,555.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,067,385.99	4,651,236.00	23%
101 Parks & Facilities Fund	13,600.14	13,719.73	37,262.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64,582.01	630,575.00	10%
102 Cemetery Fund	5,080.08	11,801.04	399,995.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416,876.48	540,650.00	77%
103 Street Fund	34,350.74	39,019.09	38,762.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112,131.98	793,325.00	14%
104 Arterial Street Fund	14,708.37	214,241.80	24,465.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253,415.69	1,259,885.00	20%
105 Library Fund	1,415.94	8,429.50	26,450.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,295.71	307,955.00	12%
106 Cemetery Endowment Fund	0.00	400.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	7,779.00	9%
107 Parks Reserve Fund	0.08	100.07	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.24	500.00	20%
108 Lodging Tax Fund	1,167.21	1,442.80	1,042.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,652.55	29,020.00	13%
109 Special Investigation Fund	72.43	231.77	199.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	503.43	7,520.00	7%
112 Code Enforcement Fund	16.48	14.83	16.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.35	2,535.00	2%
113 Paths And Trails Fund	100.33	105.39	105.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	311.44	1,220.00	26%
114 Law Enforcement Sales Tax	32,485.03	41,264.92	28,981.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102,731.18	425,000.00	24%
115 City Council Strategic Reserve	1,151.36	15,914.33	1,128.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,194.56	135,375.00	13%
205 2008 G/O Bond Fund	15,323.00	19,506.80	16,564.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,394.35	226,300.00	23%
230 1996 G/O Bond Redemption Fund	557.78	1,059.99	4,291.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,909.47	207,585.00	3%
302 Capital Projects Reserve Fund	21,382.15	27,180.46	25,005.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,568.31	170,300.00	43%
303 Building Maintenance Reserve	4,383.06	4,329.87	4,209.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,922.10	2,175.00	594%
304 Transportation Benefit District	13,721.40	14,394.00	16,354.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44,469.40	170,000.00	26%
310 Police Mitigation Reserve Fund	813.92	2.07	502.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,318.23	12,515.00	11%
311 Parks Impact Fee Reserve Fund	21.06	18.95	6,019.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,059.65	75,035.00	8%
312 Fire Impact Fee Reserve Fund	9.38	1,161.17	2,014.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,185.10	20,010.00	16%
313 Public Safety Sales Tax Fund	8,638.90	10,759.05	8,429.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,827.89	110,000.00	25%
401 Sewer Operations Fund	285,738.01	294,692.98	287,931.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	868,362.25	3,333,350.00	26%
402 Sewer Facilities Reserve Fund	226.50	203.74	220.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650.66	850.00	77%
407 1998 Sewer Revenue Bond Fund	36,116.02	35,940.47	35,958.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108,015.13	435,250.00	25%
410 Sewer Capital Projects Reserve	44,405.28	69,629.86	74,531.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188,566.56	1,373,720.00	14%
412 Solid Waste Operations Fund	148,229.96	155,269.94	167,235.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	470,735.05	1,952,500.00	24%
413 Solid Waste Reserve Fund	2,267.60	2,266.37	2,268.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,802.26	27,285.00	25%
425 Stormwater Operations	62,671.01	43,599.33	37,358.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	143,629.13	573,485.00	25%
426 Stormwater Reserve Fund	39.68	35.69	38.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.98	140.00	81%
501 Equipment Replacement Fund	174,317.09	74,853.23	61,071.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	310,241.85	741,225.00	42%
621 Suspense Fund	-88.72	7,856.91	10,505.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,274.10	150,000.00	12%
	1,455,175.14	1,359,022.52	1,604,776.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,418,974.08	18,374,300.00	24%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 Current Expense Fund	342,198.79	428,528.52	362,929.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,133,656.37	5,387,864.00	21%
101 Parks & Facilities Fund	29,887.78	34,486.85	64,262.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,637.15	694,508.00	19%
102 Cemetery Fund	8,118.25	10,161.94	409,465.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	427,746.09	541,290.00	79%
103 Street Fund	32,645.91	53,898.52	52,465.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139,010.13	812,860.00	17%
104 Arterial Street Fund	2,892.00	20,124.57	36,139.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,156.44	1,366,205.00	4%
105 Library Fund	18,284.87	20,947.53	26,093.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65,325.59	310,350.00	21%
106 Cemetery Endowment Fund	0.00	0.00	92,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92,500.00	100,000.00	93%
107 Parks Reserve Fund	0.00	37.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.18	500.00	7%
108 Lodging Tax Fund	1,281.82	2,505.17	1,105.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,892.57	34,000.00	14%
109 Special Investigation Fund	0.00	1,183.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,183.74	14,000.00	8%
112 Code Enforcement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,200.00	0%

**Cash Flow Statement Without Fund Balances**

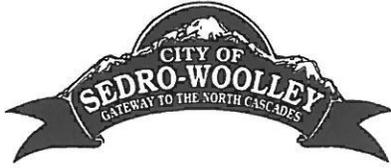
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City Of Sedro-Woolley  
MCAG #: 0647

January To March

EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
113 Paths And Trails Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,550.00	0%
114 Law Enforcement Sales Tax	0.00	32,485.03	41,264.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,749.95	425,000.00	17%
115 City Council Strategic Reserve	4,166.00	4,166.00	4,166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,498.00	50,000.00	25%
205 2008 G/O Bond Fund	4,166.00	4,166.00	4,166.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,498.00	200,551.00	6%
230 1996 G/O Bond Redemption Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239,500.00	0%
302 Capital Projects Reserve Fund	0.00	6,500.00	22,845.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,345.03	139,000.00	21%
303 Building Maintenance Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0%
310 Police Mitigation Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0%
311 Parks Impact Fee Reserve Fund	0.00	3,320.36	14,853.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,174.34	79,530.00	23%
312 Fire Impact Fee Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0%
313 Public Safety Sales Tax Fund	8,600.00	8,900.00	8,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,250.00	105,000.00	25%
401 Sewer Operations Fund	191,422.21	206,677.58	217,120.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	615,220.41	3,413,038.00	18%
402 Sewer Facilities Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	0%
407 1998 Sewer Revenue Bond Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	425,400.00	0%
410 Sewer Capital Projects Reserve	17,916.00	17,916.00	317,916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	353,748.00	1,639,660.00	22%
412 Solid Waste Operations Fund	188,958.58	-23,749.93	159,487.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	324,696.52	2,006,864.00	16%
413 Solid Waste Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0%
425 Stormwater Operations	39,817.51	38,196.68	43,987.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122,001.88	586,075.00	21%
426 Stormwater Reserve Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146,000.00	0%
501 Equipment Replacement Fund	173,712.50	27,514.63	8,511.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	209,739.02	718,670.00	29%
621 Suspense Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	0%
	1,064,068.22	897,966.37	1,888,031.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,850,066.41	19,806,615.00	19%
FUND GAIN/LOSS:	391,106.92	461,056.15	-283,255.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	568,907.67		
FUND NET POSITION:	391,106.92	852,163.07	568,907.67	568,907.67	568,907.67	568,907.67	568,907.67	568,907.67	568,907.67	568,907.67	568,907.67	568,907.67			



CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

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

**Building and Planning Departments**

Sedro-Woolley Municipal Building

325 Metcalf Street

Sedro-Woolley, WA 98284

Phone (360) 855-0771

Fax (360) 855-0733

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**MEMO:**

**To:** City Council  
Mayor Wagoner

**From:** John Coleman, AICP   
Planning Director

**Date:** April 13, 2016

**Subject:** Building Permit and Planning Permit Review Status

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This status sheet is being provided for your review.

Please let me know if you have any questions.

John

**APPLIED PLANNING/ ENGINEERING PERMITS**

**X = COMPLETE      R = REVISIONS RECEIVED      W = WAITING FOR RESPONSE      NO ENTRY = INTIAL REVIEW NOT COMPLETE**

APPL. RECEIVED	APPL. COMPLETE	PERMIT #	NAME	ADDRESS/ PARCEL #	REVIEW		COMMENTS
					PLNG	ENGR	
11/14/2005		05-BSP-1	Rimmer Industrial Park	P90024	W	W	Received 4 copies of a revised site lot plan 4-2-10. Sent review letter May 5, 2010.
5/26/2009	6/12/2009	SP-2-09	Ed Knorr/Bayview Survey	603,605,607 Dolly Lane	W	W	Sent Planning review letter 10-20-09. Sent email 1/12/2010.\$93.73 Publication fees owed.
5/26/2009	6/12/2009	SP-3-09	Ed Knorr/Bayview Survey	604,606, 608 Dolly Lane	W	W	Sent Planning review letter 10-20-09 Requested Rec Dwgs 11/10/09. Sent email 1/12/2010.
7/27/2010	8/12/2010	SP-1-10	Larry/Marilyn Nalbach	503 Marshall St	W	W	Sent Planning and Eng review letters and Admin Prelim Plat approval 9-28-10.\$82.50 FEES OWED ON PUBLICATION
2/26/2013	4/11/2013	2013-15 Planning	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	W	W	Four-lot short plat. Fees Paid. Notice of complate application sent 4-11-13. Commment period complete, planning and Engineering review letter sent 6-7-13. <b>DEPOSIT TAKEN</b>
2/26/2013	NA	2013-18 Engineering	Eric Chandler/Marianne Manville-Ailles	1318 Talcott St	NA		Engineering associated with 4 lot short plat. Fees Paid.
10/9/2013	11-27-13 (amended application)	06-SD-2/2014-16	Bob Ruby/Rubicon Development	755 Cook Rd	X	X	<b>OLD FILE-EG-5-08.</b> Council resolution #900-14 on 6-25-14. Notice of Decision issued 7-7-14. ALL FEES PAID 12-11-14. Received final plans for construction. Emailed Bob to set up pre-construction meeting 3-25-15.
5/20/2015		2015-102	Calvery Chapel	639 Sunset Park Drive #101	R		CUP.Deposit taken in for mailings and sign 5-20-15. Planning sent request letter 8-10-15. Received revised parking plan. Planning to set up HEX Hearing
7/24/2015	7/24/2015	2015-173	FSC Enterprises	608 Sterling St	W		BLA for two buildable lots. Sent review letter 9-21-15 - need to address the parking/garage issue.
7/24/2015		2015-174	Bob Hayden-Short Plat	213 N. Murdock St	W	X	Short Plat-4 lots. Administrative Preliminary Plat approved 1-13-16. .New addresses assigned 2-17-16.
10/19/2015	1/28/2016	2015-246	Granite Holdings LLC-Short Plat	665 Cook Rd	W	N/A	Short Plat. Related file 2015-10 (Clear & Grade Permit). Review letter sent 3-15-16.Received Wetland Reconnaissance 4-4-16.
1/6/2016		2016-002	Grandview Homes/Josephine Decker	174 & 176 N. Township St	R		Waiver for side setback and parking reg.
1/6/2016		2016-003	Grandview Homes/Josephine Decker	178 & 180 N. Township St	R		Waiver for side setback and parking reg.
1/11/2016		2016-10	Granite Holdings LLC-Clear and Grade Permit	665 Cook Rd	W		Clear and Grade Permit. Related file 2015-246. Review letter sent 3-15-16.

2/18/2016	3/18/2016	2016-30	Dr. Larry Campbell	1342 Moore St	W		CUP-Commerical.Fees paid. HEX Hearing 4-6-16. Land Use sign out 3-25-16.
3/11/2016		2016-51	City of SW	1400 Rhodes Rd-Winnie Houser Fields	W		PW revising SEPA
3/17/2016		2016-58	Janicki Industries	1476 E Moore St	W/R		SEPA.Related file BP#2016-59. <b>FEES PAID.</b> SEPA Comment period begins 4-4-16, ends 4-18-16.
3/23/2016		2016-65	Cordata Grn/Grandview North LLC	1549 E Gateway Heights Loop	X	N/A	Waiver.Related File-2016-64.Email sent to pay fee 3-23-16.

## APPLIED BUILDING PERMITS

X = COMPLETE

R = REVISIONS RECEIVED

W = WAITING FOR RESPONSE

NO ENTRY = INITIAL REVIEW NOT COMPLETE

APPL.	PERMIT #	NAME	ADDRESS		REVIEW		COMMENTS
DATE			/ PARCEL #	BLDG	PLNG	ENGR	
3/26/15	2015-65	Pat McGinnis	405 Burrows Lane	X		yes	Carpport and garage. Building review letter sent 8-19-15. Review letter mailed to Mr McGinnis 10-6-15. 6 MONTH EXTENSION GRANTED. EXPIRES 4-15-16.
7/6/15	2015-152	Frank Bresnan	290 W Moore St	W	W	yes	Carpport. <b>EXPIRES 1-6-16.Needs CUP.</b>
12/1/15	2015-270	Thai Restaurant	702 Metcalf St #B	W	N/A	N/A	Waiting for plans from Alpine Fire. Inspection pending. Fees paid. [Received 12/10/15]
2/10/16	2016-25	Liberty Bistro/Skagit Valley Signs	707 Metcalf St	X	X	N/A	Sign.E-mailed contractor to pu permit 2-16-16.
2/29/16	2016-40	Gabrielle & Elijah Clay	413 N. Township St	X/W	X	X	Addition to existing house. contractor to get SW Business License. Driveway turnaround condition on site plan. Sent letter to homeowner on status of permit 3-30-16.
3/1/16	2016-41	Andrew Mork	605 Sunset Park #I	X	N/A	N/A	Tenant Improvement.Paid and applicant advised to pu permit 3-3-16.
3/2/16	2016-42	Andrew Mork	605 Sunset Park #O	X	N/A	N/A	Spray booth-Fire Permit.Paid and applicant advised to pu permit 3-3-16.
3/17/16	2016-59	Janicki Industries/Chad Fisher Const	1476 E Moore St	W	W/R	yes	Related File: 2016-58-SEPA. SEPA Comment period begins 4-4-16, ends 4-18-16. Waiting for Building Eng books 3-17-16.
3/25/16	2016-67	Cordata Grn LLC/Grandview North LLC	1553 E Gateway Heights Loop Lot #3	X	X	N/A	Advised contractor on fees and to pu permit 3-31-16
3/26/16	2016-68	Cordata Grn LLC/Grandview North LLC	1555 E Gateway Heights Loop Lot #4	X	X	N/A	Advised contractor on fees and to pu permit 4-4-16
3/27/16	2016-69	Cordata Grn LLC/Grandview North LLC	1622 Gateway Heights Pl Lot #5	X	X	N/A	Advised contractor on fees and to pu permit 3-31-16
3/23/16	2016-75	City of SW/Alvord Richardson	1218 N. Township St	X	X	yes	new storage building. Permit issued 3-6-16.
3/23/16	2016-71	Perfect Nails	108 N. Township St #E	X	X	N/A	new sign.Advised contractor to pu permit 4-5-16.
3/28/16	2016-77	Dr. Justin Yeates DDS/Constantine Builders	333 State St	X	R	W	Bank to Dentist office. Existing building. Plan review paid 3-31-16. Waiting for site plan.ALL FEES PAID.
4/6/16	2016-82	City of SW/JM Construction & Drywall	802 Ball Street		N/A	N/A	SW Library repairs.

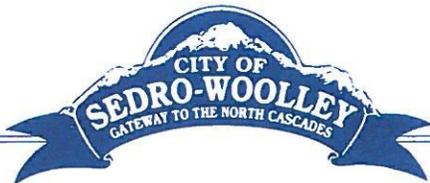
CITY COUNCIL AGENDA  
REGULAR MEETING

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

APR 13 2016

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

Keith L. Wagoner  
Mayor



April 1, 2016

Skagit County Commissioners  
Lisa Janicki, Chair  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98283

RE: EMS Delivery Model Advisory Group

Dear Lisa:

The City of Sedro-Woolley is pleased to participate in your EMS Delivery Model Advisory Group. The city will be represented by Eron Berg and Judith Dunn Lee.

EMS is an essential service in Skagit County and as we move forward with consideration of service delivery models, I hope the group will consider a few key elements with any possible changes:

1. Any model must seamlessly serve rural and urban citizens (both Anacortes and Sedro-Woolley/FD#8 provide good current examples);
2. Any changes to the model that would reduce the number of medics in the system would do so through attrition with no lay-offs of current medics; and
3. Any system redesign should be based solely on facts and verifiable data to achieve the desired level of service countywide and not based upon the politics of the day.

On behalf of the city, I appreciate the opportunity to participate in this process. I believe it is one of the important issues of our time and look forward to seeing the results of this effort.

Sincerely,

CITY OF SEDRO-WOOLLEY

Keith L. Wagoner, Mayor

cc: Judith Dunn Lee, Councilmember  
Eron Berg, City Supervisor/Attorney



## SKAGIT COUNTY BOARD OF COMMISSIONERS

RON WESEN, First District  
KENNETH A. DAHLSTEDT, Second District  
LISA JANICKI, Third District

March 28, 2016

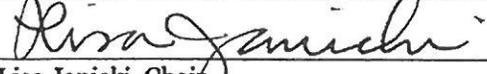
Mayor Keith Wagoner, City of Sedro-Woolley  
And Members of the Council

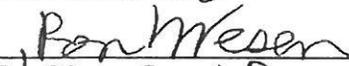
We are requesting your City's participation on the Skagit County Emergency Medical Services (EMS) Delivery Model Advisory Group and we would like to have two (2) representatives from your City participate in this process, one (1) of which we would appreciate being a member of your City Council. The Advisory Group will discuss and analyze both the current and potential service delivery models, and make recommendations on the model that will most effectively achieve the stakeholders' mutual interests in the future.

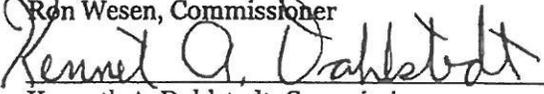
Through facilitator Jim Reid's twenty interviews of community leaders, we heard that the Advisory Group should be comprised of representatives of rural and urban communities, providers, the county, cities, towns, fire districts, volunteers, consumers, labor, and hospitals. We are working to ensure that all these important parties are represented on the Advisory Group. Your participation will help achieve our goals. We respectfully request that two representatives commit to serving on the Advisory Group and attend the scheduled meetings, beginning on Monday, April 25, 2016. The group will meet once every three weeks thereafter through September in the Commissioners Hearing Room, 1800 Continental Place, Mount Vernon.

Thank you very much for your consideration in joining the Advisory Group. We are confident the process will benefit from your participation. Please call Jim Reid at (206) 324-2061 or email [jim@falconergroup.net](mailto:jim@falconergroup.net) to confirm your participation.

Sincerely,  
BOARD OF SKAGIT COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Lisa Janicki, Chair

  
\_\_\_\_\_  
Ron Wesen, Commissioner

  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

### Meeting schedule – Please mark your calendar:

Monday, April 25, 9:30am – noon  
Monday, May 16, 9:30am – noon  
Monday, June 6, 9:30am – noon  
Monday, June 27, 9:30am – noon

Monday, July 18, 9:30am – noon  
Monday, August 8, 9:30am – noon  
Monday, August 29, 9:30am – noon  
Monday, September 19, 9:30am – noon

cc: Jim Reid, Facilitator

SKAGIT COUNTY COMMISSIONERS ADMINISTRATIVE BUILDING  
1800 CONTINENTAL PLACE, SUITE 100, MOUNT VERNON, WA 98273 PHONE (360) 416-1300 FAX (360)336-9307

APR 13 2016

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

March 30, 2016

Dear Mayor Wagner,  
staff, and city of Sedro Woolley Council  
Members,

It is a pleasure to work with a city government that is so responsive and fiscally accountable to its citizens. The ball park looks to be shaping up well. This year we are helping fund the climbing wall at Cascade Middle School.

If there is another project that we could partner with, please don't hesitate to call.

We are excited about the direction the library collaboration is taking under your leadership.

Best regards,  
Mary G. McGoffin  
Executive Director

"It has been my great pleasure to participate with you in something as profound as making a way for a suffering child to experience play at summer camp."

DAN DAHLBERG, MA LMHCA CLINICIAN II  
COMPASS HEALTH- CHILDREN & FAMILY SERVICES  
Grant: Summer camp scholarships

"I found the class to be one of the most useful and valuable I have taken in my 30 year career as a police officer. I believe the things that I learned will be very applicable to my job and will make me a better officer."

OFFICER MIKE MARKER  
MOUNT VERNON POLICE DEPARTMENT  
Grant: Volunteers of America Dispute Resolution Center Mediation training

## BOARD OF DIRECTORS

**Peter Carletti**  
PRINCIPAL & PRESIDENT,  
CARLETTI ARCHITECTS, P.S.  
*Chairman*

**Jeremy McCullough**  
V.P. BRANCH MANAGER,  
SAVIBANK  
*Vice-chairman*

**Stacey Betz**  
CONTROLLER, CHRIS  
KNUTZEN GRAIN INC.  
*Treasurer*

**Joan Penney**  
NON-PROFIT CONSULTANT  
*Secretary*

**Matt Lehman**  
COMMERCIAL LOAN  
OFFICER, HERITAGE BANK

**Nancy Loftis**  
C.F.O.  
DAKOTA CREEK INDUSTRIES

**Anthony Asp**  
CO-OWNER, IMAGE360

**Paula Dey**  
CERTIFIED FINANCIAL  
PLANNER, DEY COMPANY

**Tom Moser**  
PRIVATE PRACTICE LAWYER  
& FORMER PROSECUTING  
ATTORNEY

**Nancy Williams**  
PRESIDENT  
SEVEN SISTERS INC.

**Josh Baldwin**  
MANAGER  
QUANTUM CONSTRUCTION

**Sandi Sims**  
FOUNDER & VOLUNTEER  
COORDINATOR FOR THE  
LANDING, UNITED GENERAL  
HOSPITAL

**Mary McGoffin**  
*Executive Director*

**Larson Gross**  
*CPAs & Consultants*

Thank you to Larson Gross CPAs & Consultants for underwriting the publication and distribution of the 2015 annual report.

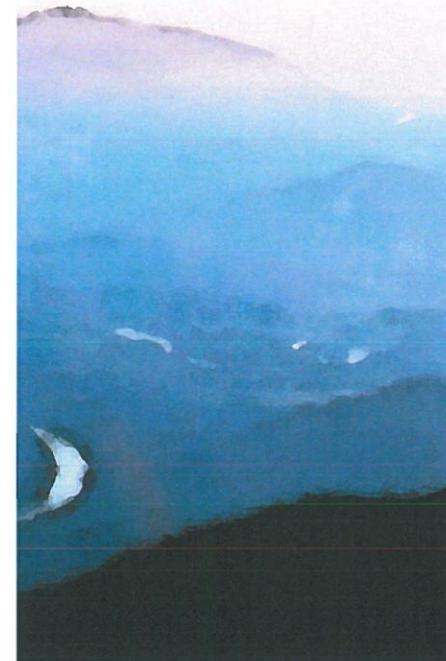


Confirmed in compliance with the National Standards for U.S. Community Foundations



1204 Cleveland Avenue Mt. Vernon, WA 98273  
360-419-3181 [www.skagitcf.org](http://www.skagitcf.org)

## 2015 ANNUAL REPORT



The Skagit Community Foundation is a leader and catalyst for local philanthropy in Skagit County, Washington.

We aim to partner with the public and private sector to make long term positive changes in our community.

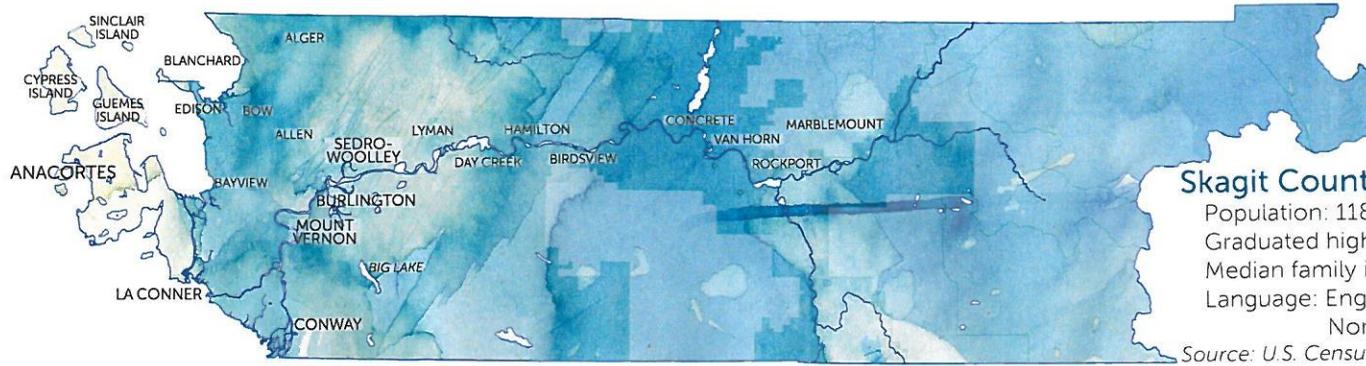
The Skagit Community Foundation was established by individuals, families, charitable organizations and corporations—creating a community of donors. You can leave your own legacy by including the Foundation or any one of the endowments that we manage in your will.

We hope to create a thriving environment where all people can reach their potential, contribute to the common good and care for the place we call Skagit Valley.

This annual report is distributed to donors, partnering nonprofit organizations, stakeholders, public entities and to the general public via its website, [www.skagitcf.org](http://www.skagitcf.org).

# PHILANTHROPY

The Skagit Community Foundation assists donors with legacy gifts actively protecting their intent as they invest their wealth in future generations. Whatever the giving goal there is an option ensuring that the generosity and vision will have an impact that extends far beyond a lifetime.



**Skagit County Snapshot**  
 Population: 118,400  
 Graduated high school: 88.2%  
 Median family income: \$65,000  
 Language: English - 85.3%  
 Non-English - 14.7%  
 Source: U.S. Census Bureau 2014 Census

# GRANTMAKING

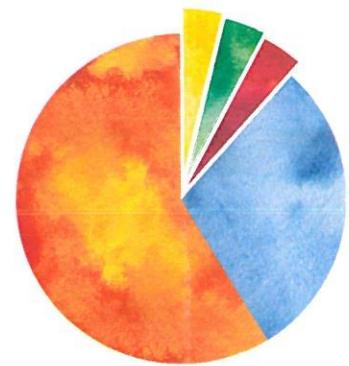
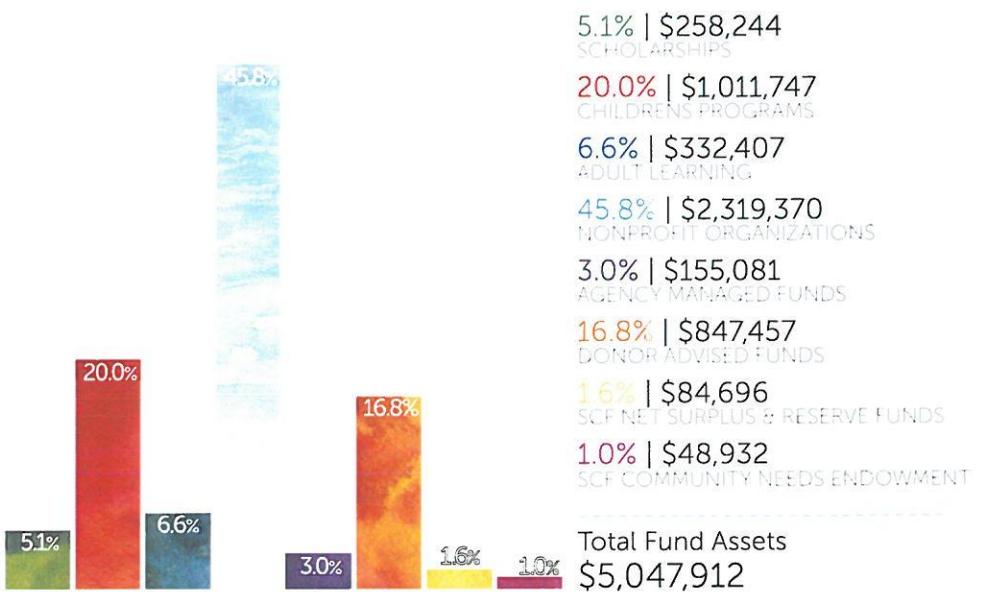
The Skagit Community Foundation invests endowment earnings in the community through grants to qualified local charitable organizations that support the well-being of our area and its residents. Post-award interviews ensure that grants are good investments.

# LEADERSHIP

The Skagit Community Foundation sponsors professional development workshops for nonprofit organizations on topics ranging from good governance to fundraising, raising the standard of charitable organizations in our community. It also hosts seminars for professional advisors and the general public on planned giving.

# ASSETS UNDER MANAGEMENT

Audited financial statements are available on [www.skagitcf.org](http://www.skagitcf.org)

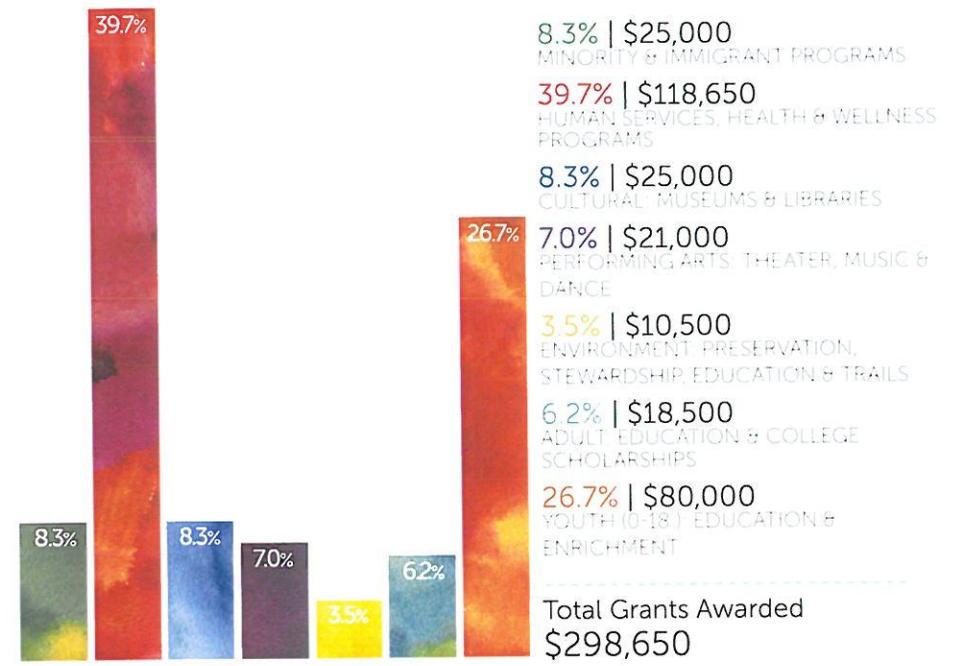


# DONATIONS

Memorials | \$15,100  
 Existing Endowments | \$14,700  
 Unrestricted | \$15,000  
 Grants & Programs | \$114,300  
 New Endowments | \$226,300  
**Total Public Contributions**  
**\$511,400**

# DISTRIBUTIONS

Grant guidelines are available to the public on [www.skagitcf.org](http://www.skagitcf.org)



Funds are professionally managed by Wells Fargo Advisors, LLC | The Skagit Community Foundation has an Investments/Finance committee that oversees the hired professional advisor.

# INFO SHEET: SEDRO-WOOLLEY



Community Action of Skagit County is a community-based, 501(c)(3) private nonprofit. We serve in Skagit County and partner with a nationwide network of Community Action agencies established under the Economic Opportunity Act of 1964 to move local families and communities from poverty to prosperity.

Currently, we support over 20 inter-related core services that stabilize lives and equip people for success. We also work in collaboration with the community to create ongoing pathways to prosperity.

CITY COUNCIL AGENDA  
REGULAR MEETING

APR 13 2016

## >> Who we serve in Sedro-Woolley:

Community Action served **2,678** Sedro-Woolley residents in 2015

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

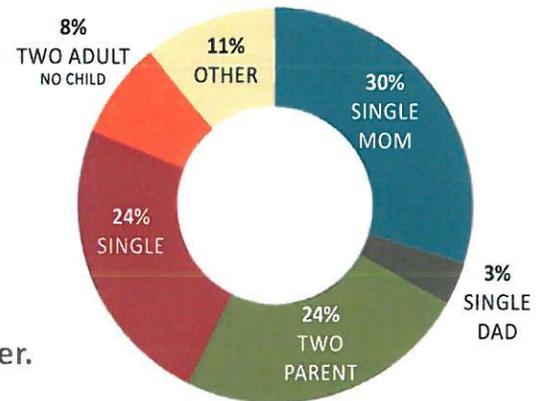
**74%** are at 100% or below poverty.

**21%** are homeless.

**38%** are employed.

**27%** are social security/pension recipients.

**39%** are age 17 and under.



Of individuals 25 years old and under, 42% have not graduated from high school—18% had an 8th grade or less.

\*FY15 reflects October 1, 2014 through September 30, 2015  
Percents reflect individuals in our Client Social Service Tracking database (17,040 individuals) located within the Sedro-Woolley & Clear Lake zip code area.

## >> Community Action Services:

- Adult Education Program
- AmeriCorps/VISTA
- Basic Food Outreach
- Community Resource Center
- Dental Care Access
- East County Services
- Energy Assistance
- Family Development Center

- Health Coverage Access
- Housing Resource Center
- Long-Term Care Ombudman
- Maternity Support Services
- Media Production
- Mental Health Ombuds
- Skagit Food Distribution Center

- Skagit Volunteer Center
- Veterans Assistance
- Volunteer Lawyer Program
- Senior & Disabled Volunteer Services
- Women, Infants and Children Nutrition Program
- WorkFirst Employment Services



[www.CommunityActionSkagit.org](http://www.CommunityActionSkagit.org)

## >> How we impact Sedro-Woolley residents:



### STABILIZING LIVES

- Critical Needs (331 SW individuals; 1,870 overall)
- Homeless prevention and Housing Support (57 SW households; 288 overall)
- Basic Food (29 SW households; 245 overall)
- Energy and home heating (438 SW households; 2,112 overall)
- Legal assistance (73 SW households; 460 overall)
- Community Voice Mail (13 SW households; 108 overall)
- Senior & Disabled Services (40 SW individuals; 222 overall)
- Also: 4,482 households representing 14,080 individuals (12,822 households representing 42,842 individuals) were served by local food banks—supported by the Skagit Food Distribution Center located in Sedro-Woolley.

### EQUIPPING FAMILIES FOR SUCCESS

- 21 Community Jobs participants from SW gained job training and essential skills coaching (93 overall).
- 1 young person from SW attended workshops to complete applications for Deferred Action for Childhood Arrivals (DACA), which provides work authorization and protection from deportation (78 overall).
- 284 moms, infants, and children from SW received WIC and breastfeeding support promoting healthy food habits (5,668 overall).
- 11 students from SW who were enrolled in the Adult Education class obtained skills and competencies required for employment (32 overall).
- 26 pregnant women from SW received nursing and psych-social services during their pregnancy promoting healthy birth outcomes (220 overall).
- Service to Employment coached 65 lower-income volunteers how to gain skills and experience and use community service to build their résumés.

### STRENGTHENING COMMUNITY

- Coordinated large-scale collaborations, such as Project Homeless Connect.
- Mobilized 4,540 volunteers from all over Skagit County, donating 166,243 service hours valued at \$4,746,319.
- Established 731 partnering and collaborating relationships with 463 organizations.
- Increased disaster preparedness among low-income community members, and strengthened collaborations through Community Organizations Active in Disaster (COAD).
- Financial coaching and helping people establish a relationship with a financial institution to decrease predatory lending and increase savings.
- Leaders in community-wide approaches to vital issues, such as homeless prevention, affordable housing, access to appropriate health and dental care, and financial coaching.

APR 13 2016

7:00 PM COUNCIL CHAMBERS  
AGENDA NO. 10

# 2015-17 STRATEGIC PRIORITIES

## 1. Core Theme: **Better Lives**

### OBJECTIVE: Stabilizing Lives

#### A. Food & Nutrition

Community Action will help lead the local hunger-response and food-support system from a focus on quantity to a focus on nutritional quality.

#### B. Building a Family's Basic Resources & Resiliency

Community Action will work in partnership with the families we serve to identify basic resources to help them increase their resiliency and meet their life goals.

#### C. Housing

Community Action will lead our community in developing an effective Coordinated Point of Entry system that makes a meaningful impact on local homelessness.

#### D. Health

Community Action will provide a central access point for people who need healthcare coverage, and provide a leadership role in adult dental access and the evolution of a local dental safety net.

### OBJECTIVE: Equipping Families for Success

#### E. Employability.

Community Action will work in partnership with the people we serve to develop career plans, and begin, or further, their journey on a career pathway.

#### F. Education

Community Action will provide basic education for adults to increase their opportunities for a higher income, and facilitate transitions to post-secondary education, while building family stability so that their children can thrive in school and life.

#### G. Asset Building

Community Action will work with families to build assets, repair credit, manage their budgets, plan for their future, and find a financial home.

*The heart of Community Action is creating a spirit of hope by helping people help themselves and each other.*



## 2. Core Theme: Stronger Communities

### OBJECTIVE:

#### A. Coordination/Catalyst for Change

Community Action will take a leading role (or be a strong participant) in coalition planning and strategic partnerships that lead to significant community impact.

#### B. Engagement

Community Action will provide a dynamic path for community members to engage in our mission and expand their positive impact on Skagit County.

## 3. Core Theme: High-Impact Organization

### OBJECTIVE:

#### A. Customer Focused

Community Action will emphasize high-quality, innovative service responsive to and informed by the voice of our customers and partners.

#### B. Engaged Workforce

Community Action will foster positive career and leadership development across our entire workforce.



#### C. Continuous Improvement

Community Action will develop and track key indicators of success to guide the continuous improvement of our work to stabilize lives, equip families for success and strengthen community.

#### D. Financial Health & Stability

In order to ensure high quality customer service, Community Action will maintain the financial health of our organization.