

Next Ord: 1568-07

Next Res: 736-07

MISSION STATEMENT

The mission of the Sedro-Woolley City government is to provide selected services that are not traditionally offered by the private sector. This will be achieved through providing the highest quality services we can within the resources with which we're provided; involving residents in all aspects of planning and operations; serving as a clearinghouse for public information; and operating facilities which meet the legitimate, identified concerns of the residents of and visitors to our community.

We believe in being community-centered, consistently contributing to the quality of life in our area and as fully deserving of the public's trust through the consistent expression of positive values and acceptance of accountability for producing meaningful results.

CITY COUNCIL AGENDA

March 14, 2007

7:00 PM

Sedro-Woolley Community Center
703 Pacific Street

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

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

- a. Minutes from Previous Meeting (including March 6, 2007 Work Session)
 - b. Finance
 - Claim Vouchers #59758 to #59876 for \$174,931.46
 - Payroll Warrants #39717 to #39808 for \$205,595.60
 - c. Fire Department Chassis Purchase
 - d. Wallis Leave Agreement
 - e. Street Closure Request - North Cascade Ford - Ferry St. - April 15, 2007
 - f. Interlocal for email with Skagit County
 - g. Waiver of Fees - Community Center - SW Little League - March 10, 2007
4. Proclamation - Sedro-Woolley Lions Club Day
 5. Special Presentation - Kenneth "Stu" Earnst - 30 Year Employee Award
 6. Special Presentation - Sedro-Woolley School District on Upcoming Bond (Aprox. 20-30 min.)
 7. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARINGS

UNFINISHED BUSINESS

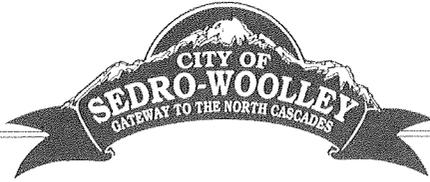
8. City Hall Update

NEW BUSINESS

9. Interlocal Agreement - Improvement of McGarigle and Fruitdale Roads with Skagit County
10. Update of Chapter 17.40 SWMC - Sign Ordinance (*First Reading*)

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES



MAR 14 2007

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

DATE: March 14, 2007
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the March 14, 2007 Regular Meeting to Order. The Clerk-Treasurer will note those in attendance and those absent.

_____ Ward 1 Councilmember Ted Meamber
_____ Ward 2 Councilmember Tony Splane
_____ Ward 3 Councilmember Louie Requa
_____ Ward 4 Councilmember Pat Colgan
_____ Ward 5 Councilmember Hugh Galbraith
_____ Ward 6 Councilmember Rick Lemley
_____ At-Large Councilmember Dennis London
2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

MAR 14 2007

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

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
February 28, 2007 – 7:00 P.M. – Community Center

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

Pledge of Allegiance

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney Berg, Engineer Blair, Planner Moore, Police Chief Wood and Fire Chief Klinger.

Consent Calendar

- Minutes from Previous Meeting (including February 6, 2007 Worksession)
- Finance
 - Claim Vouchers #59621 to #59757 for \$240,452.89
 - Payroll Warrants #39625 to #39716 for \$152,332.19
- Waiver of Fees – Skagit County Auditor – Misc. Election Dates
- Request for Out of State Travel – Fire Department
- Use Agreement – State of WA Dept. of General Administration Property for Fire Training
- Use Agreement – Sealand Development for Fire Training
- Golf Course Office Lease
- Contract – Riverfront Park Flood Damage Repairs – Lee Johnson & Sons
- Contract – Wood & Brush Grinding – C & S Construction
- Professional Services Agreement – Certified Land Services Corporation
- Metcalf Ballfield – Storm Damage Repair (*added at the request of Councilmember Galbraith*)

Councilmember Galbraith moved to add the Storm Damage bid as Item K to the consent calendar. Seconded by Councilmember Meamber. Motion carried 6-0.

Councilmember Splane moved to table Item J – Professional Services Agreement – Certified Land Services Corporation to a future worksession. Councilmember London seconded. Motion carried 6-0.

Councilmember Galbraith moved to approve the consent calendar Items A through K minus Item J. Seconded by Councilmember Splane. Motion carried 6-0.

Resolution #734-07 congratulating the Sedro-Woolley Wrestlers for being the first team in the State to have six (6) consecutive State Championship Titles

Mayor Anderson introduced Councilmember Meamber, who was on the first state wrestling championship team to present Resolution #734-07.

Councilmember Meamber read Resolution #734-07 congratulating the Sedro-Woolley Wrestlers for being the first team in the State to have six (6) consecutive state championship titles. The resolution was passed by all Councilmembers honoring the 2007 Sedro-Woolley High School Wrestlers and Team.

The wrestling team was greeted with a standing ovation from Councilmembers and members of the audience.

Swearing In of Reserve Police Officers

Police Chief Doug Wood spoke of the implementation of the reserve program through Skagit Valley College. Wood commended the work of Lieutenant Tucker and Sergeant Wallis for their role in the implementation and teaching of the class. Wood reviewed the course requirements and time commitment of the volunteer reserves. He introduced Lt. Tucker and Sergeant Wallis who then introduced the two reserve officers Mike Ellis and Nate Sheridan.

Mayor Anderson administered the Oath of Office to Officer Ellis and Officer Sheridan. Both were met with a round of applause from the audience and Councilmembers.

Councilmember Lemley requested introductions of the wrestlers for the State Championship Team. The following introductions were made: Shane Hunt – 3rd Place, Derik Garcia – 1st Place, Derik Crouter – 1st Place- 3 time state champion, Randall Nersten – 4th Place, 3 time state placer, Michael Lomsdalen – 1st Place – 3 time state champion, Trent Morgan – state participant, Matt Zitkovich – state participant, Ryan Morgan -- alternate, Ian O'Bryan – alternate, Tyler Eaton – state participant.

Councilmember Meamber commended the parents and community for the continued support of the wrestling program.

Public Comments

Ginny Good – 24250 Alexander St., addressed the Council as a follow up for the Farmers Market. She presented a drawing of the proposed vendor set up for the upcoming season. Good answered questions of the Council to include number of vendors, picnic table placement, half booth along bowling alley sidewalk and canopies.

Nathan Salseina—694 Brickyard Blvd., representing the Parks Department addressed the movement of the picnic tables. He noted they are not easy to move but they are moveable and the Department would do as instructed.

PUBLIC HEARINGS

Proposed Resolution #735-07 Declaring Certain Items Surplus

Police Chief Wood reviewed the request to declare two police vehicles surplus. The request is to sell the motorcycle and the car be transferred via an intergovernmental transfer to Skagit Valley College for training purposes within their Reserve program.

Mayor Anderson opened the public hearing at 7:23 P.M.

Mayor Anderson closed the public hearing at 7:24 P.M.

Councilmember Galbraith moved to approve Resolution No. 735-07 A Resolution of the City of Sedro-Woolley Declaring Certain Property as Surplus and Authorizing its Disposition. Councilmember Splane seconded. Motion carried 6-0.

UNFINISHED BUSINESS

City Hall Update

Attorney Berg noted that the City is still waiting for USDA to process our package and we are still waiting for their commitment to funding. It is anticipated that the formal award of the bids will take place at the March 28 Council meeting.

Clerk/Treasurer Nelson reviewed the status of the request for proposal for interim financing. She noted to date she has three proposals returned and the deadline is Friday, March 2nd.

Low Impact Development (*Discussion Only – Continued from February 6, 2007* Worksession)

Planner Moore updated the Council on the status of a proposed presentation at the joint Council/Planning Commission worksession on Low Impact Development. He noted the presentation would be by the Puget Sound Action Team which is a subset of the Office of the Governor. The presentation should help familiarize the effects of low impact development (LID). Moore stated he asked that the presenter specifically address LID as it applies to land divisions and land development.

Mayor Anderson stressed full attendance for this meeting.

Revisions to SWMC 9.46 Criminalizing Repeated Violations of the Noise Ordinance

Police Chief Wood reviewed the proposed ordinance to add a criminal penalty for repeat offenders of the City's noise ordinance.

Councilmember Lemley moved to adopt Ordinance No. 1567-07 An Ordinance Amending SWMC 9.46 Making Repeated Violations of the Public Disturbance Noise Ordinance A Crime. Seconded by Councilmember Meamber. Motion carried 6-0.

SRIP Request to Participate in Additional Funding (tabled from last meeting)

Mayor Anderson shared additional information regarding the request to participate in additional funding. He noted the County does not have any plans to do an additional study and they plan to accept the higher FEMA flood levels. Mayor Anderson suggested that we contribute to the additional review of the original study. He noted that it might be possible to lower the flood levels which could effect City development as well as the Wastewater Treatment Plant.

Council discussion ensued to include modeling and determination of data set to be used, status of additional Dike District joining in and ramifications for not joining in.

Councilmember Meamber moved to authorize the Mayor to sign an interlocal with Mount Vernon to share the cost of Dr. Hermodka Consulting in an amount not to exceed \$1000. Seconded by Councilmember Splane. Motion carried 6-0.

NEW BUSINESS

None

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Councilmember Meamber – commented on the numerous pot holes throughout town.

Councilmember Splane – noted a pot hole at the intersection of Ferry and Township Streets.

Councilmember Galbraith – questioned the status of the sidewalk grant up Highway 9.

Engineer Blair noted the project has been turned over to the County and they have been in the area surveying. Mayor Anderson noted the County has renewed the grant.

Councilmember London – noted a pot hole on Polte Road.

Attorney Berg – reviewed correspondence to the Polte Road residents to update and respond to the question regarding the grant funding in Council packets for information only. Berg spoke of an on-site meeting that was held and noted there are continuing discussions for a resolve.

Planner Moore – requested a brief meeting with the Building and Structures committee and Land Use and Utilities Committees regarding some of the code updates previously discussed.

EXECUTIVE SESSION

Mayor Anderson adjourned the meeting to Executive Session for the purpose of Real Estate acquisition and litigation with possible action at 7:45 P.M.
The meeting reconvened at 8:44 P.M.

Councilmember Lemley moved to authorize the Mayor to pursue the acquisition of real estate as discussed in executive session for the amount discussed in executive session. Councilmember Meamber seconded. Motion carried 6-0.

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

The meeting adjourned at 8:45 P.M.

MAR 14 2007

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 2a

CITY OF SEDRO-WOOLLEY

Work Session of the City Council
March 6, 2007 – 7:00 P.M. – Public Safety Building

The Work Session was called to order at 7:00 P.M.

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith, Rick Lemley and Dennis London. Staff: Clerk/Treasurer Nelson, Attorney Berg, Planner Moore, WWTP Forman Allen, Engineer Blair.

- Otak Presentation
Joe Simmler gave a presentation to the Council regarding NPDES II Permit requirements, costs, plans and services. Discussion was held with many Council questions. Discussion to be continued to the April worksession regarding the next steps, draft ordinance and financial policies.
- ORV Ordinance
James and Pam Robinson addressed the Council regarding their previous request. Discussion followed on the method of allowing, conditions, problems, enforcement, suggestion of annual permit, ordinance, conditional use permit to be run through the Planning Commission and licensing. Police Chief Wood strongly disagreed with ORV use within the City limits; however if the Council wished he would work to help draft a good ordinance. Mayor Anderson directed the topic to the Land Use Committee to draft conditions and report back to the Council.
- Community Center Discussion
Police Chief Wood addressed Council regarding continued problems with damage to the community center and out of control crowds. Wood recommended the use of a facility administrator/event monitor. Mayor Anderson directed the Building, Structures and Insurance Committee meet for policy development.
- Miscellaneous
Police Chief Wood announced that Sergeant Wallis' plans to go to Afghanistan for 1 year to work with the State Department and will be requesting a 1 year leave of absence.
- Certified Land Services Contract
Discussion was held on the reasons for the contract included sewer line as well as realignment of the intersection. Council questioned the need for an outside service, purchase instead of permitting and boring versus open cut.

Mayor Anderson volunteered to meet with a Burlington Northern representative on site.

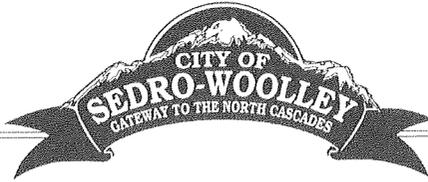
The worksession adjourned to executive session at 9:46 P.M. for discussion of litigation and real estate acquisition.

The worksession adjourned at 10:20 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 14 2007

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



DATE: March 14,2007
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Clerk-Treasurer
SUBJECT: FINANCE - VOUCHERS

Attached you will find the Claim Vouchers proposed for payment for the period ending March 14, 2007.

Motion to approve Claim Vouchers #59758 to #59876 in the amount of \$174,931.46.

Motion to approve Payroll Warrants #39717 to #39808 in the amount of \$205,595.60.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59758	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	305.53
		POSTAGE	SAN	305.53
		WARRANT TOTAL		611.06
59759	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	288.00
		MISC-FILING FEES/LIEN EXP	SAN	320.00
		WARRANT TOTAL		608.00
59760	ADS EQUIPMENT INC	MAINT OF PUMPING EQUIP	SWR	499.08
		WARRANT TOTAL		499.08
59761	ACTION COMMUNICATIONS INC	REPAIRS/MAINT-EQUIP	FD	106.59
		WARRANT TOTAL		106.59
59762	ALL-PHASE ELECTRIC	REPAIRS/MAINT-DORM	FD	42.14
		WARRANT TOTAL		42.14
59763	ALLIANCE OFFICE PRODUCTS	SUPPLIES	JUD	153.96
		WARRANT TOTAL		153.96
59764	ALPINE FIRE & SAFETY	OFFICE/OPERATING SUPPLIES	PD	131.65
		WARRANT TOTAL		131.65
59765	AMWELL	MAINT OF GENERAL EQUIP	SWR	2,430.00
		WARRANT TOTAL		2,430.00
59766	APPLIED INDUSTRIAL TECH	MAINT OF GENERAL EQUIP	SWR	96.13
		MAINT OF GENERAL EQUIP	SWR	368.86
		MAINT OF GENERAL EQUIP	SWR	131.81
		MAINT OF GENERAL EQUIP	SWR	72.18
		WARRANT TOTAL		476.72
59767	ASSOC PETROLEUM PRODUCTS	OPERATING SUPPLIES	CS	132.71
		AUTO FUEL	CS	35.28
		AUTO FUEL	PD	1,084.03
		AUTO FUEL/DIESEL	FD	388.60
		AUTO FUEL/DIESEL	FD	368.98
		VEHICLE FUEL / DIESEL		721.90
		VEHICLE FUEL / DIESEL		192.21
		VEHICLE FUEL / DIESEL		108.46
		MAINT OF GENERAL EQUIP	SWR	133.58
		MAINT OF GENERAL EQUIP	SWR	134.16
		AUTO FUEL/DIESEL	SWR	328.27
		AUTO FUEL/DIESEL	SWR	205.00
		AUTO FUEL/DIESEL	SWR	547.40
		AUTO FUEL/DIESEL	SAN	1,438.35
		WARRANT TOTAL		5,818.93
59768	AT & T	TELEPHONE	JUD	1.28
		TELEPHONE	FIN	40.21
		TELEPHONE	LGL	33.19
		TELEPHONE	PLN	34.47

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	ENG	7.66
		TELEPHONE	INSP	12.77
		TELEPHONE	SWR	29.78
		WARRANT TOTAL		159.36
59769	BANK OF AMERICA	SUPPLIES	ENG	57.26
		WARRANT TOTAL		57.26
59770	BANK OF AMERICA	SMALL TOOLS & EQUIPMENT	PD	51.45
		OPERATING SUPPLIES	SWR	232.72
		WARRANT TOTAL		284.17
59771	BANK OF AMERICA	OPERATING SUPPLIES	FD	209.95
		TRAVEL/MEALS	FD	54.00
		WARRANT TOTAL		263.95
59772	BAY CITY SUPPLY	OFFICE/OPERATING SUPPLIES	PD	119.46
		OFFICE/OPERATING SUPPLIES	PD	56.72
		OPERATING SUPPLIES	FD	119.45
		OPERATING SUPPLIES	FD	56.73
		OPERATING SUPPLIES	PL	62.87
		OPERATING SUPPLIES	PL	23.58
		SUPPLIS - COMMUNITY CENTER	PL	115.45
		MAINTENANCE OF LINES	SWR	60.89
		OPERATING SUPPLIES	SWR	35.14
		OPERATING SUPPLIES	SAN	43.40
		WARRANT TOTAL		693.69
59773	BETTER HOMES & GARDENS	BOOKS, PERIOD, RECORDS	LIB	22.00
		WARRANT TOTAL		22.00
59774	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	97.48-
		UNIFORMS/ACCESSORIES	PD	196.60
		UNIFORMS/ACCESSORIES	PD	30.14
		UNIFORMS/ACCESSORIES	PD	10.88
		WARRANT TOTAL		140.14
59775	CAL-PACIFIC PRODUCTS	OPERATING SUPPLIES	SWR	402.94
		WARRANT TOTAL		402.94
59776	CARPENTER TRUCKING	TRAINING FACILITIES	FD	1,275.53
		WARRANT TOTAL		1,275.53
59777	CINTAS CORPORATION #460	UNIFORMS	FD	67.14
		WARRANT TOTAL		67.14
59778	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN	61.28
		SUPPLIES	ENG	32.35
		OFFICE/OPERATING SUPPLIES	PD	84.22
		OFFICE SUPPLIES	FD	46.84
		WARRANT TOTAL		224.69

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59779	COMCAST	COMPUTER NETWORK	CS	68.40
		TELEPHONE	PD	13.30
		TELEPHONE	FD	13.30
		WARRANT TOTAL		95.00
59780	COMPUTER SOURCE	OFFICE SUPPLIES	FD	10.75
		WARRANT TOTAL		10.75
59781	COMPUTER SUPPORT GROUP	REPAIR/MAINT-COMPUTER	LIB	380.25
		WARRANT TOTAL		380.25
59782	CONSUMER RENTAL CENTER	REPAIRS/MAINT - EQUIP	PL	32.69
		WARRANT TOTAL		32.69
59783	COOK PAGING (WA)	TELEPHONE	FD	6.57
		WARRANT TOTAL		6.57
59784	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	5.52
		WARRANT TOTAL		5.52
59785	COUNTRYSIDE CHEVROLET	REPAIR & MAINT - AUTO	PD	78.25
		REPAIR & MAINT - AUTO	PD	185.11
		WARRANT TOTAL		263.36
59786	SKAGIT WEEKLY NEWS GROUP	PRINTING/PUBLICATIONS	PD	100.44
		OPERATING SUPPLIES	SWR	105.84
		WARRANT TOTAL		206.28
59787	DATA BASE	PROFESSIONAL SERVICES	JUD	76.00
		OFFICE/OPERATING SUPPLIES	PD	152.00
		WARRANT TOTAL		228.00
59788	DAVID PARSONS & ASSOCIATES INC.	PROFESSIONAL SERVICES	ENG	500.00
		PROFESSIONAL SERVICES	ENG	400.00
		WARRANT TOTAL		900.00
59789	DAY CREEK SAND & GRAVEL	MAINTENANCE OF LINES	SWR	103.00
		WARRANT TOTAL		103.00
59790	DAY WIRELESS SYSTEMS INC	SMALL TOOLS & EQUIPMENT	PD	155.52
		WARRANT TOTAL		155.52
59791	DIVERSINT	COMPUTER NETWORK	CS	200.63
		WARRANT TOTAL		200.63
59792	EMS CONSULTING ENGINEERS LLC	PROFES. SVCS. REIMBURSE	ENG	2,961.00
		WARRANT TOTAL		2,961.00
59793	E & E LUMBER	OPERATING SUPPLIES	PL	27.82
		OPERATING SUPPLIES	PL	22.56
		OPERATING SUPPLIES	PL	26.76
		OPERATING SUPPLIES	PL	19.09

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	PL	56.00
		OPERATING SUPPLIES	PL	42.06
		OP. SUPPLIES - TRAFFIC	PL	20.56
		OP. SUPPLIES - TRAFFIC	PL	20.56
		SMALL TOOL & MINOR EQUIP	PL	26.37
		REPAIRS/MAINT-CAMPGROUND	PL	142.73
		REPAIRS/MAINT-CAMPGROUND	PL	15.03
		REPAIRS/MAINT-COMM CENTER	PL	6.89
		REPAIRS/MAINT-COMM CENTER	PL	1.80
		MAINT OF GENERAL EQUIP	SWR	213.81
		MAINTENANCE OF BUILDINGS	SWR	50.71-
		MAINTENANCE OF BUILDINGS	SWR	199.37-
		BUILDINGS & STRUCTURES	SWR	1,317.60
		REPAIRS/MAINT-BUILDING	SAN	22.23
		REPAIRS/MAINT-BUILDING	SAN	37.02
		REPAIRS/MAINT-BUILDING	SAN	49.20
		REPAIRS/MAINT-BUILDING	SAN	7.62
		REPAIRS/MAINT-BUILDING	SAN	8.72
		REPAIRS/MAINT-BUILDING	SAN	13.89
		OPERATING SUPPLIES	SAN	16.20
		WARRANT TOTAL		1,808.80
59794	ENTERPRISE SALES, INC.	CONTAINERS	SAN	5,791.53
		CONTAINERS	SAN	4,159.10
		WARRANT TOTAL		9,950.63
59795	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	1,083.00
		PROFESSIONAL SERVICES	SWR	200.00
		PROFESSIONAL SERVICES	SWR	161.00
		WARRANT TOTAL		1,444.00
59796	EMERGENCY MEDICAL	OPERATING SUPPLIES	FD	268.90
		WARRANT TOTAL		268.90
59797	ESARY ROOF & SIDING, INC	REPAIRS & MAINTENANCE	PD	40.50
		REPAIRS/MAINT-EQUIP	FD	40.50
		WARRANT TOTAL		81.00
59798	FAB-TECH	REPAIRS/MAINT - EQUIP	PL	343.85
		WARRANT TOTAL		343.85
59799	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	32.80
		WARRANT TOTAL		32.80
59800	FIDALGO NETWORKING	TELEPHONE	SAN	55.00
		WARRANT TOTAL		55.00
59801	FIRST AMERICAN TITLE	IMPROVEMENT- SR 20	SWR	1,586.50
		WARRANT TOTAL		1,586.50
59802		REPAIRS/MAINT-COMM CENTER	PL	723.13
		WARRANT TOTAL		723.13

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59803	GRANITE HOLDINGS, LLC	BUILDING RENT - GOLF	PL	200.00
		WARRANT TOTAL		200.00
59804	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	269.89
		EQUIPMENT LEASES	CS	308.99
		WARRANT TOTAL		578.88
59805	GUARDIAN SECURITY	PROFESSIONAL SERVICES	PD	108.00
		FIRE/THEFT PROTECTION	FD	26.50
		WARRANT TOTAL		134.50
59806	GUYLINE CONSTRUCTION, INC	REPAIRS/MAINT-BUILDING	SAN	1,296.00
		WARRANT TOTAL		1,296.00
59807	HOME COMPANION	BOOKS, PERIOD, RECORDS	LIB	29.95
		WARRANT TOTAL		29.95
59808	HONEY BUCKET	OPERATING SUPPLIES	PL	93.76
		OPERATING SUPPLIES	PL	72.70
		WARRANT TOTAL		166.46
59809	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	685.00
		WARRANT TOTAL		685.00
59810	INTERNTL CODE COUNCIL INC	MISC-DUES	INSP	100.00
		WARRANT TOTAL		100.00
59811	IDEARC MEDIA CORP.	BOOKS, PERIOD, RECORDS	LIB	47.09
		WARRANT TOTAL		47.09
59812	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	20.63
		BOOKS, PERIOD, RECORDS	LIB	79.38
		BOOKS, PERIOD, RECORDS	LIB	18.19
		BOOKS, PERIOD, RECORDS	LIB	27.71
		BOOKS, PERIOD, RECORDS	LIB	21.68
		BOOKS, PERIOD, RECORDS	LIB	26.65
		BOOKS, PERIOD, RECORDS	LIB	31.54
		BOOKS, PERIOD, RECORDS	LIB	17.30
		BOOKS, PERIOD, RECORDS	LIB	85.30
		BOOKS, PERIOD, RECORDS	LIB	37.86
		BOOKS, PERIOD, RECORDS	LIB	5.64
		BOOKS, PERIOD, RECORDS	LIB	21.91
		WARRANT TOTAL		393.79
59813	KROESEN'S INC.	UNIFORMS	FD	173.92
		UNIFORMS	FD	173.92
		UNIFORMS	FD	173.92
		UNIFORMS	FD	192.30
		UNIFORMS	FD	214.95
		UNIFORMS	FD	86.22
		UNIFORMS	FD	173.92
		UNIFORMS	FD	190.57

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UNIFORMS	FD	206.34
		WARRANT TOTAL		1,586.06
59814	LABCORP	PROFESSIONAL SERVICES	PL	51.50
		PROFESSIONAL SERVICES	SAN	51.50
		WARRANT TOTAL		103.00
59815	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	400.00
		WARRANT TOTAL		400.00
59816	LIBRARY STORE, INC.,	OPERATING SUPPLIES	LIB	130.13
		WARRANT TOTAL		130.13
59817	LOGGERS AND CONTRACTORS	REPAIRS/MAINT - EQUIP	PL	9.66
		SAFETY EQUIPMENT	SWR	127.87
		WARRANT TOTAL		137.53
59818	MSB ENTERPRISES INC.	OP. SUPPLIES - GOLF	PL	578.26
		WARRANT TOTAL		578.26
59819	LEXISNEXIS MATTHEW BENDER	CODE BOOK	LGS	883.73
		CODE BOOK	LGS	38.77
		WARRANT TOTAL		922.50
59820	MARTIN MARIETTA MATERIALS	REPAIRS/MAINT-STREETS	PL	2,040.82
		REPAIRS/MAINT-STREETS	PL	671.29
		WARRANT TOTAL		2,712.11
59821	N C MACHINERY CO.	REPAIRS/MAINT - EQUIP	PL	1,261.17
		REPAIRS/MAINT - EQUIP	PL	1,261.17
		MAINTENANCE OF VEHICLES	SWR	1,261.17
		REPAIRS/MAINT-EQUIP	SAN	1,261.18
		WARRANT TOTAL		5,044.69
59822	NAUTILUS ENVIRONMENTAL	PROFESSIONAL SERVICES	SWR	850.00
		WARRANT TOTAL		850.00
59823	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	126.68
		TELEPHONE	LGL	31.67
		TELEPHONE	PLN	63.34
		NEXTEL CELL PHONES		63.34
		TELEPHONE	PD	646.21
		TELEPHONE	FD	221.69
		TELEPHONE	INSP	31.67
		TELEPHONE	PL	474.90
		NEXTEL CELL PHONES		316.70
		NEXTEL CELL PHONES	SAN	158.35
		WARRANT TOTAL		2,134.55
59824	NW WA CHAPTER OF I.C.C.	MISC-DUES	INSP	25.00
		WARRANT TOTAL		25.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59825	OFFICE DEPOT	SUPPLIES	FIN	87.03
		SUPPLIES	FIN	87.03-
		OFFICE/OPERATING SUPPLIES	PD	27.41
		OFFICE/OPERATING SUPPLIES	PD	220.67
		SMALL TOOLS & MINOR EQUIP	FD	37.85
		SMALL TOOLS & MINOR EQUIP	FD	271.99
		OFFICE SUPPLIES	SAN	34.95
		WARRANT TOTAL		592.87
59826	OLIVER-HAMMER CLOTHES	CLOTHING	PL	116.62
		CLOTHING	SAN	111.74
		WARRANT TOTAL		228.36
59827	OVERALL LAUNDRY SERV INC	LAUNDRY	CS	27.19
		MISC-LAUNDRY	PL	32.07
		MISC-LAUNDRY	PL	32.07
		MISC-LAUNDRY	PL	19.60
		MISC-LAUNDRY	PL	17.34
		MISC-LAUNDRY	PL	32.07
		LAUNDRY	SWR	23.18
		LAUNDRY	SWR	23.18
WARRANT TOTAL		206.70		
59828	OTAK	PROFESSIONAL SERVICES	ENG	9,258.25
		WARRANT TOTAL		9,258.25
59829	PACIFIC POWER BATTERIES	OFFICE/OPERATING SUPPLIES	PD	27.30
		OPERATING SUPPLIES	SWR	38.66
		WARRANT TOTAL		65.96
59830	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	504.12
		REPAIRS/MAINT - EQUIP	PL	147.52
		REPAIRS/MAINT-EQUIP	SAN	1,382.84
		REPAIRS/MAINT-EQUIP	SAN	79.28
		REPAIRS/MAINT-EQUIP	SAN	300.00-
		WARRANT TOTAL		1,813.76
59831	PETTY CASH-DEBRA PETERSON	POSTAGE	LIB	4.47
		REPAIRS/MAINTENANCE BLDG.	LIB	83.10
		BOOKS, PERIOD, RECORDS	LIB	7.55
		WARRANT TOTAL		95.12
59832	PITNEY BOWES, INC.	SUPPLIES	FIN	275.37
		WARRANT TOTAL		275.37
59833		TRAINING FACILITIES	FD	1,828.00
		WARRANT TOTAL		1,828.00
59834	PUGET SOUND ENERGY	PUBLIC UTILITIES	CS	1,124.41
		PUB UTILITIES-MALL	CS	63.72
		PUB UTILITIES-MALL	CS	7.23
		PUBLIC UTILITIES	FD	1,167.77

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		PUBLIC UTILITIES LIB	208.72
		ADVERTISING HOT	29.82
		PUBLIC UTILITIES PL	238.60
		PUBLIC UTILITIES PL	76.39
		PUBLIC UTIL - STREETLIGHTS PL	330.33
		PUBLIC UTIL - STREETLIGHTS PL	74.25
		PUBLIC UTIL - CAMPGROUND PL	634.87
		PUBLIC UTIL - COMM CENTER PL	148.86
		PUBLIC UTIL - SENIOR CENTER PL	301.10
		PUBLIC UTIL - TRAIN PL	124.89
		PUBLIC UTIL - HHS PL	303.98
		PUBLIC UTILITIES - GOLF PL	38.45
		PUBLIC UTILITIES SWR	146.85
		PUBLIC UTILITIES SWR	8,335.79
		PUBLIC UTILITIES SAN	266.54
		WARRANT TOTAL	13,622.57
59835	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES PL	8.70
		PUBLIC UTIL - CAMPGROUND PL	16.63
		PUBLIC UTIL - COMM CENTER PL	32.75
		PUBLIC UTIL - SENIOR CENTER PL	136.24
		PUBLIC UTILITIES SWR	150.76
		WARRANT TOTAL	345.08
59836	PURCHASE POWER	POSTAGE JUD	392.91
		POSTAGE FIN	606.86
		POSTAGE LGL	8.81
		POSTAGE PLN	130.32
		POSTAGE ENG	33.37
		POSTAGE INSP	35.41
		OFFICE SUPPLIES / POSTAGE PL	18.18
		POSTAGE SWR	112.99
		POSTAGE SAN	112.99
		WARRANT TOTAL	1,451.84
59837	R & D SUPPLY, INC.	MAINTENANCE OF LINES SWR	1,449.75
		WARRANT TOTAL	1,449.75
59838	REICHHARDT & EBE ENG, INC	PROFESSIONAL SERVICES ENG	1,153.43
		PROFESSIONAL SERVICES ENG	142.20
		PROFESSIONAL SERVICES ENG	660.87
		PROFESSIONAL SERVICES ENG	1,072.09
		PROFESSIONAL SERVICES ENG	457.28
		ENGINEERING-POLTE/TOWNSHIP AST	1,961.11
		ROADWAY - ARTERIAL MAINT AST	580.49
		CONSTRUCTION-TOWNSHIP LINE PWT	13,073.59
		ENGINEERING - SR20 LINE PWT	2,032.38
		ENGINEERING-TOWNSHIP LINE PWT	490.92
		PROF SVS-ENGINEERING SWR	3,067.08
		WARRANT TOTAL	24,691.44
59839	RIVERCITY SCREENPRINTING	UNIFORMS FD	87.77

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		87.77
59840	RONK BROTHERS, INC.	BUILDINGS & STRUCTURES	SWR	487.53
		WARRANT TOTAL		487.53
59841	ROTORCHROME	MAINT OF GENERAL EQUIP	SWR	1,440.00
		WARRANT TOTAL		1,440.00
59842	SEDRO-WOOLLEY AUTO PARTS	SMALL TOOLS & MINOR EQUIP	FD	128.30
		OPERATING SUPPLIES	PL	20.83
		OPERATING SUPPLIES	PL	8.42
		OPERATING SUPPLIES	PL	120.69
		OP. SUPPLIES - TRAFFIC	PL	54.66
		SMALL TOOL & MINOR EQUIP	PL	26.27
		SMALL TOOL & MINOR EQUIP	PL	26.99
		REPAIRS/MAINT - EQUIP	PL	173.50
		REPAIRS/MAINT - EQUIP	PL	25.53
		REPAIRS/MAINT - EQUIP	PL	5.59
		REPAIRS/MAINT - EQUIP	PL	36.64
		REPAIRS/MAINT - EQUIP	PL	8.51
		REPAIRS/MAINT - EQUIP	PL	10.39
		MAINT OF GENERAL EQUIP	SWR	64.52
		OPERATING SUPPLIES	SWR	42.12
		REPAIRS/MAINT-EQUIP	SAN	44.71
		OPERATING SUPPLIES	SAN	7.03
		WARRANT TOTAL		804.70
59843	SEDRO-WOOLLEY LOCK & KEY	REPAIR & MAINTENANCE	CS	63.67
		WARRANT TOTAL		63.67
59844	SEDRO-WOOLLEY SCHOOL DIST	SCHOOL GMA IMPACT FEES		4,020.00
		WARRANT TOTAL		4,020.00
59845	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	13.00
		SALARIES-VOLUNTEERS	FD	12,160.00
		WARRANT TOTAL		12,173.00
59846	SEVEN SISTERS, INC.	MAINT OF GENERAL EQUIP	SWR	578.02
		MAINT OF GENERAL EQUIP	SWR	7.00
		WARRANT TOTAL		585.02
59847	SIGNATURE FORMS INC.	OP. SUPPLIES - GOLF	PL	255.93
		WARRANT TOTAL		255.93
59848	SKAGIT COUNTY GOVERNMENT	COMPUTER NETWORK	CS	12,341.43
		OPERATING LEASE-COMPUTER	PD	1,196.19
		PROFESSIONAL SERVICES	SWR	2,177.95
		PROFESSIONAL SERVICES	SAN	205.76
		WARRANT TOTAL		15,921.33
59849	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	111.62
		WARRANT TOTAL		111.62

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59850	SKAGIT FARMERS SUPPLY	OTHER IMPROVEMENTS	PL	215.89
		WARRANT TOTAL		215.89
59851	SKAGIT HYDRAULICS, INC.	REPAIRS/MAINT - EQUIP	PL	68.66
		REPAIRS/MAINT - EQUIP	PL	37.80
		REPAIRS/MAINT - EQUIP	PL	3.19
		WARRANT TOTAL		109.65
59852	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	2,652.34
		WARRANT TOTAL		2,652.34
59853	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	28.50
		ADVERTISING/LEGAL PUBLIC	PLN	28.50
		ADVERTISING/LEGAL PUBLIC	PLN	156.75
		ADVERTISING/LEGAL PUBLIC	PLN	25.65
		ADVERTISING/LEGAL PUBLIC	PLN	129.15
		WARRANT TOTAL		368.55
59854	SOLUTIONS SAFETY SVC INC	REPAIRS/MAINT-EQUIP	FD	462.73
		WARRANT TOTAL		462.73
59855	SOLID WASTE SYSTEMS, INC.	REPAIRS/MAINT-EQUIP	SAN	3,711.95
		CONTAINERS	SAN	229.42
		WARRANT TOTAL		3,941.37
59856	SPRAYING SYSTEMS CO.	MAINT OF GENERAL EQUIP	SWR	23.49
		WARRANT TOTAL		23.49
59857	STOWES	UNIFORMS/ACCESSORIES	PD	175.00
		WARRANT TOTAL		175.00
59858	SUNDOWNER KUSTOM KLEANING	OPERATING SUPPLIES	CS	125.00
		WARRANT TOTAL		125.00
59859	TIFFANY, ROBERT L.	PROFESSIONAL SERVICES	JUD	14.79
		PROFESSIONAL SERVICES	FIN	192.14
		PROFESSIONAL SERVICES	LGL	14.78
		PROFESSIONAL SERVICES	PLN	36.95
		PROFESSIONAL SERVICES	ENG	29.58
		PROFESSIONAL SERVICES	PD	295.60
		PROFESSIONAL SERVICES	FD	59.12
		PROFESSIONAL SERVICES	INSP	22.17
		PROFESSIONAL SERVICES	LIB	88.68
		PROFESSIONAL SERVICES	PL	147.80
		PROFESSIONAL SERVICES	SWR	118.24
		PROFESSIONAL SERVICES	SAN	73.90
		WARRANT TOTAL		1,093.75
59860	THUNDERBIRD LUBRICATIONS	VEHICLE FUEL / DIESEL		193.82
		WARRANT TOTAL		193.82
59861	TRAFFIC SAFETY SUPPLY CO.	OP. SUPPLIES - TRAFFIC	PL	210.75

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	210.75
59862	TRANSPO GROUP INC (THE)	PROFES. SVCS. REIMBURSE	ENG 2,696.25
		WARRANT TOTAL	2,696.25
59863	TRAIL ROAD SHELL	REPAIRS/MAINT - EQUIP	PL 39.91
		WARRANT TOTAL	39.91
59864	TRUE VALUE	REPAIR & MAINTENANCE	CS 1.92
		OFFICE/OPERATING SUPPLIES	PD 11.87
		OPERATING SUPPLIES	FD 9.27
		SMALL TOOL & MINOR EQUIP	PL 8.63
		REPAIRS/MAINT-CAMPGROUND	PL 8.63
		REPAIRS/MAINT-CAMPGROUND	PL 41.02
		REPAIRS/MAINT-CAMPGROUND	PL 19.73
		REPAIRS/MAINT-CAMPGROUND	PL 19.96
		REPAIRS/MAINT-COMM CENTER	PL .84
		MAINT OF GENERAL EQUIP	SWR 37.08
		MAINT OF GENERAL EQUIP	SWR 14.50
		OPERATING SUPPLIES	SWR 7.18
		OPERATING SUPPLIES	SWR 10.39
		OPERATING SUPPLIES	SWR 24.99
		OPERATING SUPPLIES	SWR 2.85
		OPERATING SUPPLIES	SWR 10.79
		OPERATING SUPPLIES	SWR 38.93
		OPERATING SUPPLIES	SWR 25.68
		OPERATING SUPPLIES	SWR 8.09
		REPAIRS/MAINT-BUILDING	SAN 10.65
		OPERATING SUPPLIES	SAN 55.07
		OPERATING SUPPLIES	SAN 24.83
		CONTAINERS	SAN 6.48
		WARRANT TOTAL	399.38
59865	UNITED LABORATORIES	OPERATING SUPPLIES	SWR 301.08
		WARRANT TOTAL	301.08
59866	VALLEY AUTO SUPPLY	REPAIRS/MAINT - EQUIP	PL 369.36
		MAINTENANCE OF VEHICLES	SWR 369.36
		MAINT OF GENERAL EQUIP	SWR 5.40
		REPAIRS/MAINT-EQUIP	SAN 369.36
		SMALL TOOLS & MINOR EQUIP	SAN 125.27
		OPERATING SUPPLIES	ERR 5,740.26
		WARRANT TOTAL	6,979.01
59867	VERIZON NORTHWEST	TELEPHONE	JUD 67.36
		TELEPHONE	FIN 60.52
		TELEPHONE	LIB 143.50
		TELEPHONE	PL 316.60
		TELEPHONE	SWR 88.92
		TELEPHONE	SWR 472.40
		TELEPHONE	SAN 181.44
		WARRANT TOTAL	1,330.74

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
59868	WA ASSOC OF BUILDING OFF	MISC-DUES	INSP	75.00
		WARRANT TOTAL		75.00
59869	WA ST ASSOC OF MUNICIPAL	MISC-TUITION/REGISTRATION	LGL	215.00
		WARRANT TOTAL		215.00
59870	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	75.00
		WARRANT TOTAL		75.00
59871	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		5,900.96
		WARRANT TOTAL		5,900.96
59872	WOMAN'S DAY	BOOKS, PERIOD, RECORDS	LIB	12.00
		WARRANT TOTAL		12.00
59873	WOOD'S LOGGING SUPPLY INC	POSTAGE	PD	7.00
		OPERATING SUPPLIES	FD	60.16
		POSTAGE	FD	9.25
		OPERATING SUPPLIES	SWR	100.05
		WARRANT TOTAL		176.46
59874	W.S. DARLEY & CO.	SUPPLIES & BOOKS	FD	106.97
		WARRANT TOTAL		106.97
59875	WWCPA	MISC-TUITION/REGISTRATION	SWR	115.00
		MISC-TUITION/REGISTRATION	SWR	115.00
		WARRANT TOTAL		230.00
59876	LACOUNT, ROBERT & STACY	BUILDING PERMITS		378.04
		WARRANT TOTAL		378.04
		RUN TOTAL		174,931.46

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	75,692.20
104	ARTERIAL STREET FUND	2,541.60
105	LIBRARY FUND	1,551.23
108	STADIUM FUND	29.82
110	PUBLIC LANDS 110	14,770.01
332	PWTF SEWER CONSTRUCTION FUND	15,596.89
401	SEWER FUND	33,220.42
412	SOLID WASTE FUND	21,769.03
501	EQUIPMENT REPLACEMENT FUND	5,740.26
621	SUSPENSE FUND	4,020.00
TOTAL		174,931.46

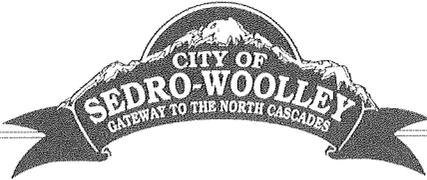
CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
03/14/2007 (Printed 03/08/2007 14:43)

PAGE 14

DEPARTMENT	AMOUNT
001 000 000	6,279.00
001 000 011	951.00
001 000 012	1,106.30
001 000 014	1,363.06
001 000 015	415.07
001 000 018	14,770.47
001 000 019	605.13
001 000 020	19,530.45
001 000 021	6,404.96
001 000 022	21,312.40
001 000 024	302.02
001 000 062	2,652.34
FUND CURRENT EXPENSE FUND	75,692.20
104 000 042	2,541.60
FUND ARTERIAL STREET FUND	2,541.60
105 000 072	1,551.23
FUND LIBRARY FUND	1,551.23
108 000 019	29.82
FUND STADIUM FUND	29.82
110 000 042	14,770.01
FUND PUBLIC LANDS	110 14,770.01
332 000 082	15,596.89
FUND P WTF SEWER CONSTRUCTION FUND	15,596.89
401 000 035	33,220.42
FUND SEWER FUND	33,220.42
412 000 037	21,769.03
FUND SOLID WASTE FUND	21,769.03
501 000 047	5,740.26
FUND EQUIPMENT REPLACEMENT FUND	5,740.26
621 000 000	4,020.00
FUND SUSPENSE FUND	4,020.00
TOTAL	174,931.46

MAR 14 2007

7:00 PM. COUNCIL CHAMBERS
AGENDA NO. 36



Memorandum

TO: City Council and Mayor Anderson

FROM: Ted Meamber, Councilmen *TRM*
Chair Police & Fire Committee

DATE: February 26, 2007

RE: Fire Department Chassis Purchase

Situation:

Back on February 14, 2007, The Police and Fire committee met with Chief Klinger and discussed the upgrading of there utility vehicle project. During that meeting we also met with the Fleet Committee and discussed the trade of the Fire Departments vehicle to the Street Department. Both committees agreed that this trade was in the best interest of both departments.

The next step in the project will be to allow the Fire Department to purchase a new chassis a F550 crew cab for there new vehicle. This purchase will be done off of state bid and the price will not exceed 35,000.00. The money for this project was budgeted in there 2007 budget.

Once the vehicle is ordered, Chief Klinger will complete the specifications for the new vehicle and send it out for bid. Once the bids are opened we (the council) will get a chance to review them and authorize the Mayor to award the bid.

Recommended Action:

I recommend that the council allow the fire department to purchase the new vehicle, a F550 crew cab off of state bid not to exceed 35,000.00.

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 14 2007

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

**Sedro-Woolley Police
Department**

Memo

To: Mayor Anderson
Sedro-Woolley City Council Members

From: Chief Doug Wood

Date: 3-9-07

Re: Sgt. Mark Wallis request for Leave of absence

Mark Wallis has decided to take a one year position in Afghanistan working for Dyncorp international as an International Police Monitor. He has requested a one year leave of absence beginning on April 16, 2007.

Mark has been a great employee, is a leader in our Department and will be missed. If this leave is granted we will not hold a job for him. We will immediately begin the process to replace him.

If he decides that he would like to resume his career in a year he could do so if there is a position available. This will leave the door open to do so. I see this as a winning situation for both Sgt. Wallis and the city.

His letter along with the agreement is attached and I would recommend authorizing Mayor Anderson to sign the agreement.

The agreement was written by City Attorney Berg and reviewed by Brock Stiles (Sedro-Woolley Civil Service Commission) and Detective Tom Lazon (President, Sedro-Woolley Public Safety Guild).

From: Sgt. M. E. Wallis

March 6, 2007

To: Chief Doug Wood

Re: Request for Leave of Absence

Chief Wood,

Pursuant to our earlier conversations on this issue, I am formally requesting a leave of absence from the Sedro-Woolley Police Department for the period of one year. I am requesting that this leave begin on April 16th, 2007, and I plan on using the majority of my accrued vacation time until then.

Dyncorp International has recruited me to fill a one-year contract position with the U. S. State Department as an International Police Monitor in Afghanistan. Their offer is contingent upon my passing a selection and evaluation process, which begins March 17th, 2007. If I am not selected, I would like to return to my current duties as soon as possible.

This is a very difficult decision to make, but I have considered it very carefully. My career in this department has been as varied and interesting as any small agency can provide, but at this point I need to apply my skills in a more intense operational environment. I am certain this experience will make me a better police officer, and a greater asset to this department in the future.

I understand that a leave of absence is no guarantee that a position will be available upon my return home, and that my position as a sergeant will not be reserved for me. I am only requesting that you and the City of Sedro-Woolley do whatever you reasonably can to accommodate my plans and goals.

Respectfully Yours,



M. E. Wallis
Sgt. SWPD

PERSONAL LEAVE AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2007, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, here in after called "Employer," and MARK WALLIS, hereinafter called "Employee," both of whom covenant and agree as follows:

WITNESSETH:

WHEREAS, Employee is currently employed as a Police Sergeant for the City; and

WHEREAS, Employee is planning to work for a period of approximately one year in Afghanistan and has requested a one year leave of absence from the City; and

WHEREAS, City policy allows for leaves of absence to be granted at the discretion of the Council; and

WHEREAS, the City Council desires to authorize a one year leave of absence without pay for Mark Wallis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employee has requested a leave without pay in order to work for a year in Afghanistan. The City is granting the request with the conditions set forth in this agreement. The effective date of leave begins on April 14, 2007 and ends on April 13, 2008.
2. Employee understands that this leave of absence is without compensation of any kind. This also extends to any benefits that the Employee would otherwise have received while working for the City. If Employee wishes to continue health insurance during the leave without pay, it is at his sole expense and is covered by the federal COBRA statute and City policies.
3. In the event the City has a position available in the Police Department at the completion of Employee's leave without pay, it may be made available for the Employee subject to the terms and conditions herein. However, the Employee understands that the City is making no guarantee that a position will be available. Moreover, even if a position is available it may be different from the position previously held, including different rank, wages, hours and working conditions. Employee's leave will result in a break in seniority as identified in the Agreement by and between City of Sedro-Woolley, Washington and Sedro-Woolley Public Safety Guild Representing the Police Department Commissioned Employees and Firefighter Classification. Employee understands that any pre-employment testing or other requirements of the position offered at the end of the leave without pay must be

satisfied including but not limited to polygraph, background investigation and psychological examination.

4. During the time that the Employee is on a leave without pay, Employee is not authorized to act on behalf of the City in any capacity whatsoever.
5. The text herein shall constitute the entire agreement between the parties.
6. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: _____
Mike Anderson, Mayor

Mark Wallis

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

MAR 14 2007

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

DEAR BOARD MEMBERS,

HELLO AGAIN, IT'S DON DATHSTROM, MANAGER
AT NORTH CASCADE FORD / MERCURY. WELL IT'S

THAT TIME OF YEAR AGAIN, (OUR ANNIVERSARY)

4th ONE! WE'D LIKE TO AGAIN HAVE THE

STREET CLOSED IN FRONT OF THE DEALERSHIP

ON SUNDAY APRIL 15th. ESTIMATE 8AM - 6PM.

THANK YOU AGAIN FOR YOUR CONSIDERATION

AND MR. ANDERSON CONGRATULATIONS ON YOUR

NEW POSITION!

— DON DATHSTROM —

SEDRO-WOOLLEY • WASHINGTON

NORTH CASCADE FORD

Ford • Mercury • Ford Trucks



4TH ANNUAL CAR SHOW

FEATURED EVENTS

CAR SHOW RSVP

MONSTER TRUCK RIDES

LIVE MUSIC

HOTROD HORSE, COYOTE

BLUES AND BAD CHUCK

GAMES FOR THE KIDS

TRUCKS AND TOYS

VENDORS OF ALL KINDS

CAR SMASH

APRIL 15TH 2007 10:00 AM TO 4:00 PM

NORTH CASCADE FORD

116 WEST FERRY ST.,

SEDRO WOOLLEY

ENTER TO WIN



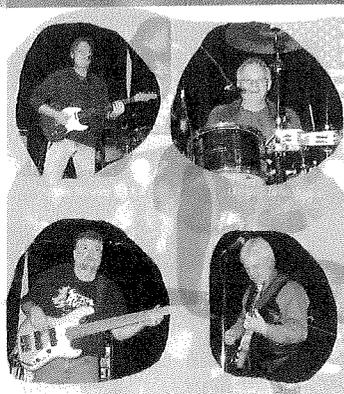
SEE STORE FOR DETAILS

See our ad at northcascadeford.com

American
THUNDER



MONSTER TRUCK



Hotrod Horse

Coyote Blues



Booking: Neal Prather 360 956 1891
neal@coyoteblues.com
Coyotebluesband.com

PLEASE

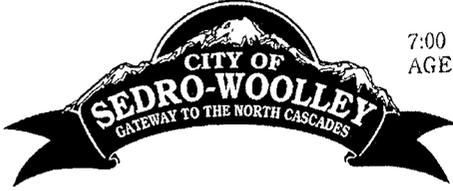
RSVP CAR SHOW ENTRIES

CALL DON, ED, OR WAYNE.

360-855-1551

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 14 2007



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 38

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Interlocal for email with Skagit County
DATE: March 14, 2007

ISSUE: Should the Council authorize the Mayor to sign the attached interlocal with Skagit County to provide email services to the City?

BACKGROUND: In an effort to improve email services for the City and save money in the process, the City proposes to hire Skagit County to provide additional technical support and host, maintain and support the City's email server and accounts. This will result in the City's email server being located at Skagit County (accessed via fiber) with County employees tasked to provide technical support for maintaining the email server, system and City employee accounts. The County will charge for this service on a per account basis as determined by the actual cost of running the service. They estimate the cost to be approximately \$50.00 per user account, per year.

RECOMMENDATION: Motion to authorize the Mayor to sign the draft interlocal between the City and Skagit County to provide email services.



Skagit County Technology Support Services ORDER SUPPLEMENT

CSA NUMBER 4685
SUPPLEMENT NUMBER 4

Customer: City of Sedro-Woolley
Address: 720 Murdock Street
Sedro-Woolley, WA 98284-1426

This Order Supplement is executed pursuant to the terms and conditions of Skagit County's Interlocal Cooperative and Customer Service Agreement (CSA). The parties acknowledge they have read and understand the terms and conditions contained therein. This Order Supplement sets forth additional provisions identifying services to be provided by the Information Services Division of Skagit County, to be performed for the City of Sedro-Woolley, hereinafter called "Customer." In the case of difference between the terms and conditions of the CSA and this Order Supplement, the Order Supplement shall take precedence.

For the purposes of this Order Supplement's relationship to the CSA, the "Provider" as defined in the CSA will be Skagit County.

These services are for the exclusive use by the Customer. Use of these services by external Customer entities (e.g., municipalities, not-for-profit organizations, third parties, etc.) must be reviewed with Skagit County for approval. These entities may be required to sign an agreement with Skagit County.

1 DEFINITIONS

Electronic Messaging – Those services, such as electronic mail that utilize network connected hardware or software in order to perform a specific function for a user of the

service. For the purposes of this agreement, Electronic Messaging includes only that service commonly referred to as Email.

2 SCOPE OF AGREEMENT

Skagit County will provide electronic messaging support services as defined in Exhibit A, Skagit County Services.

3 GENERAL CONDITIONS

3.1 USE OF SOFTWARE

Software provided by Skagit County, in support of Customer technology support will be in accordance with the licensing policies of the software vendor.

Customer and Skagit County agree to comply with vendor software license agreements negotiated by either party for support of Customer operations.

Skagit County agrees to assist Customer in software license compliance by acting as license coordinator for the Customer, but does not assume liability for license non-compliance by Customer.

Skagit County and the Customer agree to promote software sharing and pooling where possible in order to obtain cost-effective solutions.

4 INFORMATION OWNERSHIP AND MANAGEMENT

The Customer shall retain ownership of all data, files, or other electronic information stored on County computer systems. Security access to Customer information shall be in accordance with Customer policies. Except as required to maintain Customer data by Skagit County Information Technology staff, the County shall have no right to inspect, access or processes Customer information without prior consent of Customer.

Customer grants County permission to put Customer data on to secondary devices for the purposes of disaster recovery. County agrees that secondary information shall be treated the same as primary information.

Customer further grants permission to County to perform information management functions on Customer information, such as moving information between storage volumes, moving information as directed by Customer,

4.1 PROPRIETARY INFORMATION.

Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information created, initiated or received by Customer employees by the Electronic Messaging Services described herein shall be treated as proprietary to and owned by the City of Sedro-Woolley.

All information created, initiated or received by other agency employees, inclusive of Skagit County Employees utilizing the Electronic Messaging Services described herein shall be treated as proprietary to the initiating or receiving agency.

4.2 PUBLIC DISCLOSURE

Customer and the County agree that all records are owned by the Customer and maintained by the County for the exclusive benefit of the Customer. Nothing in this agreement is intended to create a situation where the County has Customer records in its possession or control for purposes other than maintenance and operation of this agreement. Customer agrees that it is solely responsible for responding to public records requests.

In the event County receives a public records request for Customer information or records covered under this agreement, County will immediately forward such request to Customer. Customer will assume all responsibility for the handling and satisfaction of the forwarded request and agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees related to any requests for City records covered under this agreement.

4.3 OTHER THIRD PARTY REQUESTS FOR CUSTOMER INFORMATION

Other requests for Customer data or information will be sent to Customer for appropriate action. Customer may request County staff to assist in addressing such requests. Such assistance is NOT covered under the standard service offering and will be done on a time and materials basis.

4.4 ELECTRONIC MESSAGING DISCOVERY PROCEDURES

In the event that Customer is required to produce electronically stored information as part of a legal proceeding, the following procedure shall be followed:

1) Customer shall promptly notify County of the order. As part of this notification, County

shall work with Customer to determine which disaster recovery tapes shall be held.

2) County shall assist Customer as needed to obtain electronic stored information. Such work will be billed by County as time and materials, including the cost to procure additional tapes to accommodate Customer request if required. Recovery of electronic messaging as part of a discovery process is NOT as part of the service offering of electronic messaging services.

3) Customer shall notify County when the discovery process has been completed and the tapes may be destroyed or put back into service.

County has no obligation to provide, manage, or make available tape units capable of reading disaster recovery tapes provided to Customer under this section past the expiration date of this agreement.

4.5 ASSIGNMENT.

The Customer agrees that it shall not assign any right or interest in this Agreement without the written permission of the County. Any attempted assignment by the Customer without written permission by the County, or its authorized agent, shall be wholly void and totally ineffective for all purposes. Furthermore, the Customer and the County agree that neither shall delegate any obligation which it has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

4.6 LIMITATION OF LIABILITY.

Services provided by the County to the Customer described herein are provided on an "as is" basis "with all faults".

Customer assumes ALL responsibility and risk for the use of the electronic messaging service and the Internet generally. County disclaims all warranties, representations or endorsements express or implied, with regard to the information accessed from, or via, the electronic messaging service or the Internet, including but not limited to, all implied warranties of merchantability, fitness for a particular purpose, or noninfringement. County does not assume any legal liability for responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed by the electronic messaging service or other material accessible from the electronic messaging service. In no event shall County be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence or other tortuous action, arising out of or in connection with the use of performance of the information on the electronic messaging service or the Internet generally.

The obligations of the County and the rights and remedies of the Customer set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and rights, claims and remedies of the Customer against the County express or

implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

County employs multiple virus detection and eradication techniques, however, no system is fully reliable. Consequently Customer assumes all risk of any loss of data or business loss due to a computer virus sent via the electronic messaging system. It is highly recommended that Customer employ computer virus detection and eradication software on each device that will utilize the County electronic messaging service.

4.7 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a. The County wrongfully uses the data provided by the Customer.
- b. In the event this Agreement is determined to be in conflict with federal or state law, County or City resolutions or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- c. The County sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the Customer.
- d. The Customer does not pay County for services rendered under this agreement.

5 SERVICE AGREEMENT PERIOD

This Agreement commences upon execution by signature of both parties and shall terminate on January, 1st 2008. The Customer may terminate this agreement prior to the termination date, with a 90 day written notice. Skagit County may terminate this agreement with a 180 day written notice.

In the event of termination by either party the County agrees to provide all Proprietary Information to Customer with the intent to assist the Customer in reestablishing its own email system.

6 SERVICE PROVISIONING

Requests for new service, changes to existing service, or billing and service agreement changes should be submitted, in writing, to:

Skagit County Information Services

Attention: Michael Almvig, Manager
700 South Second Street, RM 100
Mount Vernon, WA 98273
Phone (360) 336-9465
FAX (360) 336-9490

6.1 CUSTOMER CONTACT

Customer shall provide a contact for Skagit County to address contractual, service, or other needs as they arise.

6.2 HOURS OF SUPPORT

Skagit County will provide support from the Hours of 8:00 AM to 5:00PM Monday through Friday, excluding scheduled County holidays. An after hours message phone number shall be provided to the Customer so that expedient problem resolution may be realized. Problem resolution shall be done during normal business hours unless it has been previously coordinated and approved by the Customer per section 8 of this agreement. Emergency after hours support is a separate service and is covered under a separate agreement.

6.3 AFTER HOURS SUPPORT

After hours support will be for scheduled repairs only and will be billed at Skagit County's overtime rate for employees.

Emergency after hours support services are covered under a separate agreement.

6.4 WORK REQUESTS

Skagit County tracks each unique issue or task in a work request. Each time the Customer calls, e-mails or uses any means to identify an issue or task that needs to be performed, a work request is generated. Skagit County can provide a list of requests for the Customer at any time. The Customer may also call at any time to inquire as to the status of any outstanding requests.

Examples of work requests include but are not limited to:

- Creating an electronic messaging account
- Addressing problems with electronic messaging routing
- Troubleshooting electronic messaging issues

6.5 ENTERPRISE MANAGEMENT OF ELECTRONIC MESSAGING

Customer agrees to accept the electronic messaging standards for operation as determined by the Information Technology Advisory Committee (ITAC). Customer will be notified in advance on issues that will be reviewed by ITAC that may effect Customer. Customer shall be able to attend and communicate Customer needs at ITAC meetings. Customer may additionally request changes to electronic messaging policies, these changes shall be reviewed by ITAC.

The following global settings are currently set for the County's Microsoft Exchange Server.

- Electronic Messaging attachments cannot be larger than 10 Megabytes in size. This is the total for each message.
- Dangerous attachment types that can cause code to execute on computers are blocked. Examples are .SCR and .EXE extensions.
- Virus infected electronic messages are blocked.
- The limit in disk space for Exchange stores (the area allowed for each account) is set at 250 Megabytes maximum. The Exchange system will warn a user when 200 Megabytes is hit and block in-coming messages when 225 Megabytes is hit.
- The use of the #ALL list is restricted to Skagit County departmental management only.

7 SERVICE RATES

7.1 RATES FOR SERVICE

Rates for service will be on a time and materials basis. Labor rates may change from year to year and will be available to Customer for review once the operating budget for the next fiscal year is approved by the County.

Skagit County operates many of its services as cost centers. The Customer invoice will be a portion of each cost center that contains a service that the Customer utilizes. Table 6.1-1 lists all of the currently defined cost centers that will be used to calculate the Customer quarterly rate. Rates will be determined by the cost incurred within a quarter times the ratio of the Customer metric to the total number of items within a metric. Metrics will be recalculated during the first month after the quarter has expired (January, April, July, and October).

Cost Center	Cost Center Metric	Allocation Method
Electronic Messaging – Cost to maintain and support electronic mail, instant messaging and SPAM reduction systems.	Accounts	Total cost per quarter divided by ratio of Customer metric to total metric.

Table 7.1-1, Cost Centers used for calculation of Customer chargeback.

Skagit County will provide a “best guess” estimate for budgetary purposes whenever the Customer requests it.

7.2 RATES FOR SUPPORT SERVICES

Support services that are outside the basic electronic messaging scope are done on a time and material basis per the request of the customer. The hourly rate will be based on the current assigned employee salary plus their current benefits. Work charges will be to the closest quarter hour that occurs after work completes. A one hour and ten minute job is charged at one hour and fifteen minutes.

Incidental costs are billed at the actual cost to County.

The County shall provide an estimated cost to Customer for additional support services upon request.

7.3 RATES TO BE REVIEWED ON A YEARLY BASIS

Budgetary estimates of rates for the next year will be available in July.

7.4 CUSTOMER EQUIPMENT COSTS

The Customer shall be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone or data lines and other supplemental equipment and the costs of connecting that equipment with the County's equipment. Where required by the County, the Customer will acquire equipment specified by the County for this computer network access.

Equipment that is resident in County facilities shall be tagged with an inventory tag identifying that equipment as Customer owned, this can be a Customer inventory tag.

8 CUSTOMER RESPONSIBILITIES

Customer shall be responsible to:

- Provide a high speed, DSL or greater, connection to the Internet, or establish a Regional Inter-Governmental Network (RIGN) connection to Skagit County.

- Provide technical support to configure Customer workstations or personal computers per Skagit County published requirements.
- Provide technical support to configure Customer workstations or personal computers to access the Internet.
- Customer shall promptly notify County of all adds, deletes and changes to Customer accounts.
- Customer shall provide to County proof of licensing for all devices that will access the Electronic Messaging Service. Customer should work with the Microsoft software vendor to determine if they are adequately licensed.
- Customer shall work with their Internet Service Provider to set the MX record of their domain to an Internet address provided by Skagit County for the purposes of routing electronic messages. County shall provide Customer and Customer's Internet Service Provider the required information.
- Customers shall ensure that all devices that will access the Electronic Messaging Service are at the software versions required. Currently a minimum of Microsoft Outlook 2003 is required for desktop and laptop devices.
- Customer is responsible for all technical support of Personal Data Assistants or Smartphone devices.
- Customer is responsible for all data that is moved from the County's exchange data store to the Customer's network. Generally these are .PST files.
- Customer is responsible for compliance to all public disclosure and records retention laws or requirements.

9 BILLING GUIDELINES

9.1 CALCULATIONS FOR BILLING

Billing shall be on a quarterly basis based on actual expenditures for the previous quarter. Total cost will be calculated as follows:

$$\text{Total Cost to Customer} = \text{CCC} * \text{CM/TM}$$

Where;

CCC = Total Cost Center Cost for equipment, software, maintenance or staff in Quarter

CM = Customer Metric Amount

TM = Total number of units in a Metric

10 NETWORK SERVICES

10.1 NETWORK SERVICES AVAILABILITY

Skagit County will do its best to maintain network services and systems with the highest

degree of availability possible.

There are times where equipment must be removed for maintenance. Skagit County will work with the Customer to schedule maintenance down time whenever possible.

Network outages caused by outside vendors, weather, or other reasons beyond the control of Skagit County are unknown, and may influence network performance.

10.2 NETWORK SERVICES MAINTENANCE

The Customer and Skagit County networks will be available as set forth in Section 7 with the following exceptions:

10.2.1 SCHEDULED MAINTENANCE

Skagit County Information Services reserves the right to schedule preventative maintenance for all network services covered under this agreement. Skagit County Information Services employees will work with Customer to schedule preventative maintenance. All preventive maintenance will be scheduled a minimum two weeks in advance. The Customer must notify Skagit County Information Services one week prior to the scheduled maintenance window, if the Customer requires the network or system(s) to be available during scheduled maintenance. Scheduled maintenance may result in loss of network services to the Customer for a period of time.

10.2.2 SOFTWARE AND HARDWARE UPGRADES

Software and Hardware upgrades differ from normally scheduled maintenance, in that network services will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event of an upgrade, the Customer will be informed a month prior to the scheduled upgrade time. Skagit County will make every reasonable attempt to schedule the upgrade to minimize impacts to Customer.

10.2.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Customer whenever possible.

11 NETWORK SERVICES SUPPORT COVERAGE

11.1 SKAGIT COUNTY HELP DESK COVERAGE

The Skagit County help desk is staffed approximately 8 hours per day, five days a week. Support hours are from 8:00 AM - 5:00 PM.

Skagit County shall provide a phone number to access helpdesk personnel. Helpdesk personnel will answer or monitor this phone during Helpdesk hours of operation. This phone shall additionally have voice mail installed, so that messages of problems or issues can be left after hours.

The phone number is:

(360) 419 - 3338

Guaranteed availability of the Help Desk personnel is not possible due to staffing constraints. The help desk will log computer and network problems and dispatch problems to the responsible engineer. If the help desk technician is away from the phone for any reason, the caller will be asked to leave a voice mail message. The help desk will return the call as soon as possible.

If a call for service is made after hours the Helpdesk and support staff will log and start problem resolution on the next business day after the call is received. Emergency after hours support is covered under a separate agreement.

The Customer may also send electronic mail to us regarding problems at **HELPDESK@CO.SKAGIT.WA.US**. This address is monitored during business hours (8:30 AM - 4:30 PM) Monday through Friday, excluding holidays.

The Customer is responsible for providing a current contact list to Skagit County Information Services.

12 CONFIGURATION MANAGEMENT

All configuration changes to network services or Customer systems will be made by Skagit County Information Services in coordination with the Customer. The Customer will provide Skagit County Information Services with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

13 DATA RECOVERY

13.1 DISASTER RECOVERY

Skagit County will work with Customer to develop and implement a disaster recovery capability.

13.2 REGULAR DATA RECOVERY

Skagit County will work with the Customer to develop and implement a suitable data recovery and backup plan. Skagit County will assist the Customer in performing routine scheduled backups. Backups shall be performed in compliance with instructions from the Customer.

14 SECURITY AND INTEGRITY

The Skagit County network is protected from the Internet with firewall security to prevent unauthorized access from the Internet.

Skagit County will additionally follow any Customer security policies while performing work on behalf of the Customer. Due to the nature of the work that will be done on behalf of the Customer, Skagit County Information Technology staff will require administrative rights information owned by the City of Sedro-Woolley that is resident on County operated servers.

14.1 SECURITY POLICIES, STANDARDS AND GUIDELINES

Customer agrees to abide by Skagit County security policies, standards and applicable guidelines that pertain to the Skagit County Network. Security policies, standards and guidelines are governed by Skagit County Resolution R20020125, which is provided in Exhibit B, and herein incorporated by reference.

Further, Customer also agrees to abide by Skagit County Information Technology Security Standards and Guidelines, where applicable, attached as exhibit C, and hereinafter, incorporated by reference.

Customer may participate in the development of policies, standards and guidelines related to information technology through the Information Technology Advisory Committee.

14.2 AUTHORIZED USE

This agreement is intended for use by the Customer's employees and authorized individuals of the Customer. Skagit County Information Services will follow Customer procedures and policies in establishing account requests. All accounts must be approved by Customer.

Customer may request that Skagit County establish electronic messaging accounts for volunteers and contractors. These accounts will be treated as employee accounts of Customer. Skagit County advises Customer to review policies relating to access to

Internet and Customer specific information in regards to volunteers or contractors.

Skagit County shall assume no liability for the actions, inappropriate access, spam messages, or any other Internet based information exchange between a third party and the volunteer or contractor.

14.3 INDIRECT ACCESS

Skagit County will take measures to prevent unauthorized third party indirect access to the Customer's electronic information resident on County servers. Skagit County will assist Customer in identifying security vulnerabilities. Some examples of potential vulnerabilities include gateways, dial-up, or cascaded telnet sessions where the originator is not a Customer authorized user of Skagit County's network, but whose resultant IP address would appear to the network as being the Customer's address.

14.4 USER ACCOUNT ACCESS TO SKAGIT COUNTY NETWORK

Electronic Messaging Accounts will be created per Customer policies if possible. Where conflict occurs, County will work with Customer to mitigate issues. If no policies exist, then the County shall use the Skagit County Security Standards and Guidelines.

14.5 PASSWORD POLICY

Customer employees, volunteers, and contractors will be given a user account and a password to that account. This combination grants the individual access to Skagit County's enterprise network. Customer agrees that all passwords to accounts shall not be disclosed to any party other than the intended recipient. Customer further agrees that passwords shall NOT be shared by employees, contractors, and volunteers under the Customer's oversight.

14.6 FIREWALL MANAGEMENT

Skagit County will operate and maintain firewalls between the Internet and Customer electronic information.

14.7 REGIONAL INTER-GOVERNMENTAL NETWORK PROTECTION

To protect Skagit County and other entities that may be attached to the Skagit County Network from malicious attacks directly or indirectly originating from within the Customer's private network, it is expected that the Customer will take reasonable measures to protect their computer systems from malicious software. Skagit County will assist Customer in implementing these security measures.

Reasonable measures include, but are not limited to:

- Timely operating systems updates
- Virus detection software on all personal computers, workstations and servers
- Timely and periodic updates to virus detection software
- Firewall technology between Customer's network and any other network that Customer is connected to that they do not directly administer. This includes the Internet.
- Education of Customer employees on safe computing practices
- Policies in place that address software installation, use of software, and malicious activity reporting

15 MONITORING AND DISCLOSURE

County is under no obligation to monitor the information residing on or transmitted via the electronic messaging service or residing on exchange data stores. However, use by Customer of the electronic messaging service means Customer agrees that County may monitor the server contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the electronic messaging service properly or to protect itself and its users. County reserves the right to modify, reject or eliminate any information residing on or transmitted to its Exchange server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions. Customer will be notified to assist in corrective action if unacceptable materials are found to exist.

16 SUPPLEMENT CHANGES

All changes to this Order Supplement shall be mutually agreed upon in writing, in advance of the effective date of the change(s). All such changes shall take precedence over this original Order Supplement.

ACCEPTANCE

Customer hereby acknowledges and accepts the terms and conditions of this Order Supplement.

CUSTOMER:

CITY OF SEDRO-WOOLLEY

SKAGIT COUNTY, WASHINGTON

MIKE ANDERSON, Mayor

SHARON D. DILLON, Chair

Approved as to form:

DON MUNKS, Commissioner

ERON BERG, City Attorney

KENNETH A. DAHLSTEDT, Commissioner

Attest:

Approved:

PATSY NELSON, City Clerk

By: _____
MIKE ALMVIG, Department Head

By: _____
TRISHA LOGUE,
Budget & Finance Director

ATTEST:

JoAnne Giesbrecht, Clerk
Board of County Commissioners

By: _____
BILLIE KADRMAS, Risk Manager

Approved as to Form Only:

By: _____
MELINDA MILLER, Civil Deputy

EXHIBIT A
Electronic Messaging Service

County The Electronic Messaging Service shall consist of the following:

- 1) County shall provide Microsoft Exchange server capabilities to Customer. County shall manage, support, troubleshoot and repair Microsoft Exchange Server. County shall be responsible for all server based licenses required to operate the Electronic Messaging Service.
- 2) County shall provide Outlook Web Access for Customer employees to access the Microsoft Exchange Server via the Internet. The Customer shall be responsible for an Internet connection to access this capability.
- 3) County shall backup the Electronic Mail store that is resident in the Exchange server. Electronic mail that is moved to non-county locations, such as the hard drive of Customer's workstation or personal computer is not backed up by Skagit County and becomes the responsibility of the Customer to manage.
- 4) County shall operate and maintain Spam and Virus filtering on electronic mail messages.
- 5) County shall operate and maintain a connection to the Internet for the purposes of providing the Electronic Messaging Services on the Internet. Customer must have an Internet capability to access electronic messages using Outlook Web Access.
- 6) County shall operate and maintain the Regional Inter-Governmental Network for organizations wishing to connect to County through this means. This network is established through a separate Service Level Agreement.
- 7) County supply and support all hardware and software required to operate the electronic messaging service, exclusive of Internet or Customer devices or software outside of County's direct control. County is not responsible for any equipment, software or network device outside of it direct influence, unless other contractual agreements exist between County and Customer.

Electronic Messaging Service Features

- Access to Electronic Mail via a web page
- Backup of all Exchange electronic mail. Electronic mail moved to Customer's personal computer or organization network is not backed up and retained by Skagit County.
- Microsoft Exchanges features such as calendars and scheduling.
- Spam filtering.
- Multiple Virus filters for inbound electronic messages.
- Ability to get electronic mail on wireless phones compliant with Microsoft Active Sync.

**AUTHORIZING A SKAGIT COUNTY INFORMATION TECHNOLOGY SECURITY
POLICY**

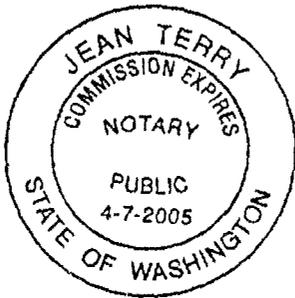
WHEREAS, the Skagit County Board of County Commissioners wishes to establish standards to maintain system security, data integrity, and confidentiality of information held by the County; and

WHEREAS, the Board wishes to protect Information Technology assets from unauthorized use or modification and from accidental or intentional damage or destruction; and

WHEREAS, the Board believes the best way to accomplish these goals is to adopt an Information Technology Security Policy;

NOW, THEREFORE BE IT RESOLVED AND IT IS HEREBY ORDERED by the Board of Skagit County Commissioners, State of Washington, that the Information Technology Security Policy attached hereto and incorporated herein by reference is hereby established.

IN TESTIMONY WHEREOF WE HEREUNTO SET OUR HAND AND AFFIX THE OFFICIAL SEAL OF OUR OFFICE this 15th day of April 2002.



SKAGIT COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Don Munks
Don Munks, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Ted W. Anderson
Ted W. Anderson, Commissioner

ATTEST:

Joanne Giesbrecht
Joanne Giesbrecht, Clerk of the Board

Joanne Giesbrecht

Skagit County

Information Technology Security Policy



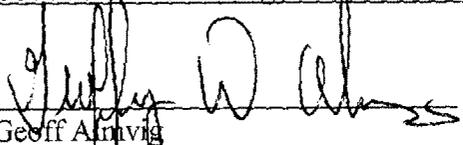
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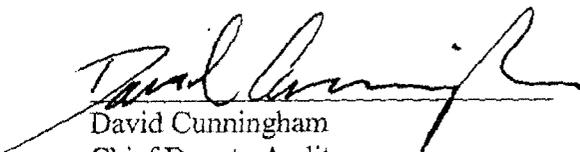
Skagit County

Information Technology Security Policy

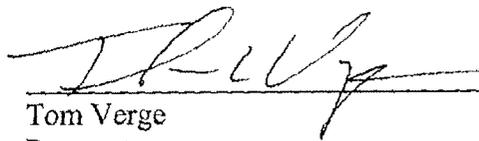
Approvals

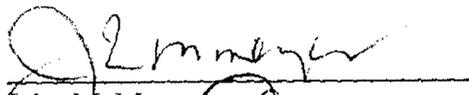
Information Technology Committee Approvals:


Geoff Almvig
Geographic Information Services Manager


David Cunningham
Chief Deputy Auditor


Mark Leander
Assessor


Tom Verge
Prosecutor

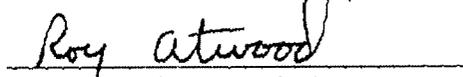

John M. Meyer
Superior Court Judge


Cori Russell
Records Manager

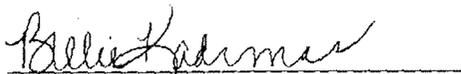

Tim Holloran
Senior Services Director


Michael Almvig, (non-voting)
Information Services Director


Rick Smith, Director (non-voting)
Skagit Emergency Communications Center


Roy Atwood (non-voting)
Administrative Officer

Approved as to Form Only:


Billie Kadmas, Risk Manager


Stacy Thomas
Civil Litigator Deputy

Information Technology Security Policy

Adopted by the Skagit County Board of County Commissioners (SCBCC), March, 2002.
Effective: Immediately

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1 Definitions

Peripheral Device – Any device that is connected either directly or indirectly to the Skagit County network. Examples of such devices include, but are not limited to; scanning devices, digital cameras, printing devices, Personal Digital Assistants, and modems.

Skagit County Network – The collection of computers, peripheral equipment, telecommunication equipment, and cable infrastructure that is owned and/or operated by Skagit County.

Associate Partner(s) – Any agency, political subdivision, private company or contractor that has been given access to the Skagit County Network.

Worker – Any individual who utilizes Skagit County computers or resources to conduct business on behalf of Skagit County or its Associate Partners. A worker may not necessarily have access to Skagit County's private network.

User – An individual who has been granted an account on Skagit County's private network. An example of a user may be a Skagit County or Associate Partner employee, contractor, volunteer, or any other person who has been authorized to access Skagit County's private network.

2 Purpose

2.1 Security Concerns

The purpose of this Information Technology (IT) Security Policy is to create an environment within Skagit County that maintains system security, data integrity and privacy by preventing unauthorized or illegal access to data and by preventing misuse of, damage to, or loss of data. The county's transition from proprietary network connections over dedicated leased networks to the Internet for conducting vital public business has highlighted the following security concerns:

- Information Integrity - Unauthorized deletion, modification or disclosure of information;
- Physical Security – Limiting access to servers, network equipment, and workstations.
- Network access points – Limiting access to Skagit County's network through defined entry points with security controls in place.
- Misuse - The use of information assets for other than authorized purposes by either internal or external users;
- Information Browsing - Unauthorized access to sensitive information by intruders or legitimate users;
- Penetration - Attacks by unauthorized persons or systems that may result in denial of service or significant increases in incident handling costs;
- Computer Viruses and Worms – Attacks using viral code that reproduces itself by modifying other programs, spreading across multiple programs, data files or devices on a system or through multiple systems in a network, that may result in the destruction of data or the erosion of system performance;
- Fraud - Attempts to masquerade as a legitimate user to steal services or information, or to initiate transactions that result in financial loss or embarrassment to the organization.
- Component Failure - Failure due to design flaws or hardware/software faults can lead to denial of service or security compromises through the malfunction of a system component.
- Employee Education and Awareness – The need to educate Skagit County employees on security awareness and use of computer systems in order to limit the inadvertent corruption, loss, unauthorized access of electronic information.

2.2 Shared and Trusted Environment

Because information technology security planning is primarily a risk management issue, this policy and its associated standards and guidelines focus on the creation of a shared and trusted environment, with particular attention to:

- Common approaches to end-user authentication;
- Consistent and adequate network, server, and data management;
- Appropriate uses of secure network connections; and
- Closing unauthorized pathways into the network and into data exempted from public disclosure.

2.3 Enterprise Wide Approach

Such an environment is made possible through an enterprise approach to security in County government that:

- Promotes an enterprise view among separate departments and Associate Partners;
- Requires adherence to a common security architecture and its related procedures;
- Recognizes an interdependent relationship among departments, such that strengthening security for one strengthens all and, conversely, weakening one weakens all; and
- Assumes mutual distrust until proven friendly, including relationships within government, with trading partners, and with anonymous users.

In response to these threats and to assist county departments and Associate Partners in mitigating associated risks, the SCBCC requires that departments and Associate Partners take steps necessary to initiate an enterprise-wide approach to:

- Ensure secure interactions between and among governmental agencies and county departments take place within a shared and trusted environment;
- Ensure secure interactions between and among business partners, external parties, state agencies and county departments utilize a common authentication process, security architecture, and point of entry;
- Prevent misuse of, damage to, or loss of IT hardware and software facilities;
- Ensure employee accountability for protection of IT assets; and
- Prevent unauthorized use or reproduction of copyrighted material.

3 Scope

3.1 Security Definition

For the purposes of this policy, security is defined as the ability to protect the integrity, availability, and confidentiality of information held by Skagit County and to protect IT assets from unauthorized use or modification and from accidental or intentional damage or destruction. It includes the security of IT facilities and off-site data storage; computing, telecommunications, and applications related services purchased from other government agencies or commercial concerns; and Internet-related applications and connectivity.

This policy applies to all county departments that operate, manage or use IT services or equipment to support critical county business functions.

3.2 Team Effort

To be effective, information security must be a team effort involving the participation and support of every worker who deals with information and/or information systems. In recognition of the need for teamwork, security policy standards and guidelines will clarify the responsibilities of users as well as the steps that Skagit County must take to help protect information and information systems.

3.3 Involved Persons

Every worker at Skagit County -- no matter what their status (employee, contractor, consultant, temporary, outside agency, etc.) -- must comply with the information security policies found in this document and any other Skagit County Security documents. Employees of Skagit County who deliberately violate Skagit County Board of Commissioner adopted Information Technology policies may be subject to disciplinary action up to and including termination per Skagit County's PERSONNEL POLICIES AND PROCEDURES Manual. Associate Partner employees or other users who deliberately violate this and other information technology policies may have their rights of access to the Skagit County Network revoked.

3.4 Involved Systems

This policy applies to all computers, peripheral devices and network systems owned by and/or administered by Skagit County. Similarly, this policy applies to all platforms (operating systems), all computer sizes (personal computers through mainframes), and all application systems (whether developed in-house or purchased from third parties). The policy covers only information handled via computers and/or networks.

3.5 Primary Departments Working on Information Security

Guidance, direction, and authority for information security activity for all Skagit County organizational units is the responsibility of the SCBCC. The SCBCC has created the Information Technology Advisory Committee (ITAC), which will advise the board on

establishing and maintaining organization-wide information security policies, standards, guidelines, and procedures. Compliance checking to ensure that organizational units are operating in a manner consistent with these requirements is the responsibility of the elected officials and department directors. Investigations of system intrusions and other information security incidents is the responsibility of the Information Services Department in coordination with the Prosecuting Attorney's office. Department Head/Elected Official or Associate Partner managers are responsible for disciplinary matters resulting from violations of information security requirements.

4 Security Policies and Responsibilities

4.1 Elected Offices/Departments/Associate Partners

All Elected Offices, Departments, and Associate Partner(s) will:

1. Operate in a manner consistent with the Skagit County Security Policy, Standards and Guidelines, and developed security procedures of Skagit County.
2. Develop, implement, maintain, and test security processes, procedures, and practices to protect and safeguard voice, video, and computer data computing and telecommunications facilities -- including telephones, hardware, software, and personnel -- against security breaches.
3. Train staff to follow security procedures and standards.
4. Train staff on the use of software and hardware to prevent or reduce accidental data loss or corruption.
5. Ensure appropriate security measures are included when purchasing or developing transactional Internet-based applications, including but not limited to electronic commerce (e-commerce).
6. Ensure and oversee compliance with adopted security standards and procedures
7. Adopt and implement recommended security guidelines when possible.
8. Comment on recommended changes to the IT security policy or standards and guidelines within 30 business days of a draft release from the Information Technology Committee.
9. Conduct Departmental or Agency IT Security Policy and Standards Compliance Audit annually per the Skagit County Information Technology Security Standards and Guidelines.
10. Review developed security standards and guidelines.
11. Assist in developing security procedures for newly implemented technology.

4.2 Information Technology Advisory Committee

The Information Technology Advisory Committee will:

1. Review all IT security policies, standards and guidelines at least annually and make appropriate updates after significant change(s) in the business, computing or telecommunications environment(s).
2. Communicate security policies, standards and guidelines to county offices and departments through the established communities of interest.
3. Review comments from department heads and elected officials regarding draft changes to the IT security policy or standards and guidelines, incorporate such comments into the current draft or facilitate conflicts between drafts and received comments.
4. Prepare final versions of security policies, standards and guidelines for submission to the Skagit County Board of Commissioners for approval by resolution.
5. Conduct, in conjunction with Information Services under oversight of the Board of County Commissioners, security audits to determine if policies, standards, and guidelines are being adhered to. The ITAC, may commission an outside audit agency to perform this function.

4.3 Information Services

Information Services staff will:

1. Write information technology security policies, standards and guidelines for adoption by the ITAC and SCBCC.
2. Write detailed security procedures for supporting adopted security standards.
3. Ensure and oversee compliance with adopted security policies, standards and procedures for Information Technology personnel.
4. Research and recommend new policies, standards and guidelines for emerging technologies or business changes.
5. Work with County departments and Associate Partners to train staff in adopted security policies, standards and guidelines.

4.4 System Administrators

All system administrators (includes Information Services staff and department/office staff that have specific duties as system administrators) will:

1. Make every effort possible to seek, learn, and understand the current information technology security policies, standards and guidelines.
2. Ensure the policies, standards and guidelines are followed within the parameters of each system they are responsible for. If a situation arises that is not included in the current security policies, standards and guidelines, a request to Information Services should be made to augment or modify the standards and guidelines.
3. Inform users of security requirements for each specific system.
4. Provide any training necessary or answer questions to make sure users understand the security standards and guidelines.

4.5 Users

Any users or workers that utilize county owned information technology equipment and data will:

1. Adhere to and follow to the best of their abilities communicated security policies, standards and guidelines.
2. Seek assistance from the system administrator if training is needed or questions arise concerning security.
3. Skagit County Employees may not take steps to circumvent or avoid system security (Per the county Personal Policy Manual Section 22). Associate Partner employees may not take steps to circumvent or avoid system security (per contract stipulations between Skagit County and Associate Partner).

5 Specific Information Technology Security Policies

Specific security standards and guidelines will be found in the *Information Technology Security Standards and Guidelines*. This document will be the responsibility of the ITAC to maintain and may be modified as business or security needs arise. At a minimum the Information Technology Security Standards and Guidelines will be reviewed on an annual basis.

6 Maintenance

Technological advances and changes in the business requirements of county offices and departments will necessitate periodic revisions to policies, standards, and guidelines. Information Services is responsible for routine maintenance of these to keep them current. Major policy changes will be recommended by ITAC and require the approval of the Skagit County Board of County Commissioners.

CITY COUNCIL AGENDA
REGULAR MEETING

March 8th, 2007

MAR 14 2007

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

Mayor Anderson, and Board Members,

I am writing on behalf of Sedro-Woolley Little League to ask permission to use the Community Room for a free or reduced fee for an umpire Clinic on March 10, 2007. This Umpire Clinic will consist of adults and local high school students interested in learning about umpiring Little League games within our community. The participants will also be fitted for their equipment to be used as necessary safety precautions during the games.

Because we are Community Organization, the officers along with team parents would gladly be responsible for janitorial duties associated with our use of the building exchange for the room use.

I thank you for your time when considering this proposal, and appreciate the time and dedication you put in to our great town of Sedro-Woolley!

Sincerely,

Mike Rooks on behalf of Sedro-Woolley Little League



Please Contact:

Mike Rooks 360-826-4039 or 360-770-9232

7052 Pipeline Road

Sedro Woolley, WA 98284

(No mail accepted at this address)

Please mail to: PO Box 1336

Lyman, WA 98263

MAR 14 2007

7:00 P.M. COUNCIL CHAMBERS

AGENDA NO. 4

SEDRO-WOOLLEY LIONS CLUB DAY PROCLAMATION

WHEREAS, Sedro-Woolley Lions Club was formed in March 1937 by community leaders as part of the Lions International service organization to help improve the quality of life in our community; and

WHEREAS, There are over 1.3 million Community minded Lions Club members world wide who are in over 45,000 clubs in 200 countries; and

WHEREAS, The Lions motto "WE SERVE" inspires members to provide humanitarian service, encourage ethical standards and promote good will and peace in the world; and

WHEREAS, Lions provide Vision, Hearing and other Health Care services, fund clean water, job training and disaster aid to millions in need throughout the world; and

WHEREAS, Lions through their Sight First Initiative have help restore sight for over 12 million people throughout the world and saved the sight of millions more by providing necessary medicines and education to help prevent preventable blindness; and

WHEREAS, The Sedro-Woolley Lions have for 70 years provided for vision care, glasses, hearing aids for needy members of our communities; and

WHEREAS, The Sedro-Woolley Lions have built and helped to maintained parks and playground projects in our community to make Sedro-Woolley a better place to live; and

WHEREAS, The Sedro-Woolley Lions have provided scholarships to local students for 70 years providing both academic and vocational educational opportunities; and

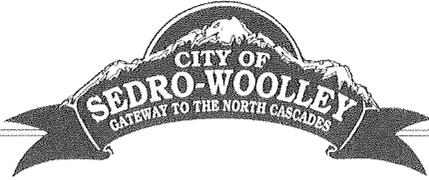
WHEREAS, Hundreds of Sedro-Woolley Lions over the past 70 years have contributed many hours and dollars to projects and events that have helped to make Sedro-Woolley a better place to live and raise families.

THEREFOR, I Mike Anderson Mayor of the City of Sedro-Woolley do hereby proclaim March 31, 2007 as Sedro-Woolley Lions Day in Sedro-Woolley, and encourage all citizens to join me recognizing their 70 years of service to our community.

Mike Anderson
Mayor, City of Sedro-Woolley

MAR 14 2007

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



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

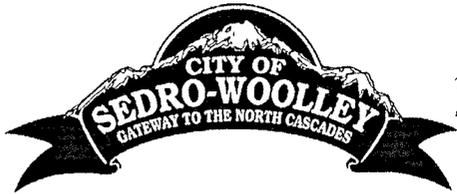
UNFINISHED BUSINESS

NEW BUSINESS

CITY COUNCIL AGENDA
REGULAR MEETING

MAR 14 2007

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



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
720 Murdock Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

Eron M. Berg
City Attorney

MEMO TO: City Council
RE: Interlocal for the improvement of McGarigle and Fruitdale roads with Skagit
County
DATE: March 14, 2007

ISSUE: Should the Council authorize the Mayor to sign the attached interlocal with Skagit County detailing the terms and conditions of the construction of improvements to McGarigle and Fruitdale roads?

BACKGROUND: The City and the County are parties to an Annexation Agreement dated December 13, 2004 which requires the parties to jointly pay for the improvements to McGarigle and Fruitdale roads.

This Project includes reconstructing and widening (two through lanes, bicycles lanes, curbs, gutters and sidewalks) Fruitdale Road between SR-20 and McGarigle Road and McGarigle Road between SR-9 and Fruitdale Road, installing a stormwater drainage system with a facility for water quality and quantity control, and other improvements necessary to bring the roads up to current standards in accordance with the applicable design guidelines. The project boundaries are identified in Exhibit A.

The available funding for this project as of March 7, 2007 is the following:

Grants received:

Federal High Priority Projects Program (SAFETEA-LU),	\$650,160
Community Economic Revitalization Board Job Development Fund, (this amount may be adjusted depending on the final project cost)	\$2,227,000

Other funding committed:

Skagit County	\$600,000
City of Sedro-Woolley	\$600,000
Sedro-Woolley School District	\$ 25,000
Janicki Industries	\$127,262

Total Funding Secured (Grants and Other funding committed): \$4,229,422

We are still short of the dollars needed to fully fund this project at a level that allows the City's contribution to remain at \$600,000. Additional grant funds have been sought and are pending. The County is now designing the project to the specifications identified in Exhibit B which shows a road section that includes the following elements: one 11 foot wide combined sidewalk/bike path (asphalt) separated from the driving area by a 4 foot wide planter strip, one 14 foot wide lane, one 18 foot wide lane (including a 6 foot bike lane), and a 5 foot wide concrete sidewalk.

The Council will see plans for this project when the design drawings are further along. However, the Council's Public Lands Committee has been involved in the initial design discussion and will remain involved in the process.

We are now ready to proceed with the design work, right-of-way acquisition and planning for construction.

RECOMMENDATION: Motion to authorize the Mayor to sign the draft interlocal between the City and Skagit County regarding improvements to Fruitdale Road and McGarigle Road.

AFTER RECORDING RETURN TO:
ANN MARIE GUTWEIN
SKAGIT COUNTY PUBLIC WORKS
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273

DOCUMENT TITLE: INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND CITY OF SEDRO-WOOLLEY
CONCERNING THE FRUITDALE ROAD AND MCGARIGLE
ROAD IMPROVEMENTS PROJECT

DATE SIGNED: _____

GRANTOR: SKAGIT COUNTY, a political subdivision of the State of
Washington

GRANTEE: CITY OF SEDRO-WOOLLEY, a Washington municipal
Corporation

COUNTY CONTRACT: _____

**INTERLOCAL AGREEMENT
BETWEEN SKAGIT COUNTY AND THE CITY OF SEDRO-WOOLLEY
FRUITDALE ROAD AND MCGARIGLE ROAD IMPROVEMENTS PROJECT**

THIS AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____, 2007, by and between SKAGIT COUNTY, WASHINGTON, a political subdivision of the State of Washington, (hereinafter referred to as the “County”) and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a Washington municipal corporation (hereinafter referred to as the “City”). This Agreement is made pursuant to the authority granted by RCW 39.34 (the Interlocal Cooperation Act). The City and the County may be individually referred to herein as a “Party”, and may be collectively hereinafter referred to as the “Parties”.

THE TERM OF THIS AGREEMENT shall remain in effect until December 31, 2011, and shall be considered fulfilled prior to that date upon the completion of the conditions stated herein.

WHEREAS, the Parties have previously entered into an interlocal agreement, dated December 13, 2004 (Skagit County Contract # C20040498) regarding the annexation of certain property into the City of Sedro-Woolley (the “Annexation Agreement”);

WHEREAS, pursuant to the Annexation Agreement, the Parties desire to complete a Project (defined in Section I. B., below), and desire to enter into this Agreement to formally outline the participation and responsibilities of the Parties in the Project; and

WHEREAS, the County is authorized to participate in and manage the Project pursuant to RCW 35.77.020 and RCW 36.75.240.

In consideration of the forgoing, and of the following terms and conditions, the Parties mutually agree as follows:

I. DETAILED SCOPE OF WORK

A. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to identify the scope and extent of services to be provided by the County and the City for the administration and management of the Fruitdale Road and McGarigle Road Improvements Project (hereinafter identified as the "Project"). The Engineering Division of the Skagit County Public Works Department, acting under their Certification of Acceptance Agreement with the Washington State Department of Transportation ("WSDOT"), shall provide all services necessary to comply with the requirements of the Federal Highway Administration ("FHWA") and WSDOT for administration of the design and construction of this federally funded Project. The Parties are not required to perform any other duties or obligation(s), except as expressly provided herein.

B. PROJECT DESCRIPTION: This Project includes reconstructing and widening (two through lanes, bicycles lanes, curbs, gutters and sidewalks) Fruitdale Road between SR-20 and McGarigle Road and McGarigle Road between SR-9 and Fruitdale Road, installing a stormwater drainage system with a facility for water quality and quantity control, and other improvements necessary to bring the roads up to current standards in accordance with the applicable design guidelines. A vicinity map is attached as Exhibit A and is included as part of this Agreement. A typical roadway cross section is attached as Exhibit B and is included as part of this Agreement.

In addition, the City has a planned sanitary sewer upgrade project along McGarigle Road. This work is not part of the Project scope, but may be added to the construction contract under a separate bid item schedule. If so, the City and the County will execute an amendment to this Agreement (or a separate interlocal agreement) to specifically address the planned sanitary sewer upgrade project along McGarigle Road. However, in the event that an amendment to this Agreement (or a separate interlocal agreement) specifically addressing the planned sanitary sewer upgrade project along McGarigle Road is executed between the parties, the City will be responsible for one hundred percent (100%) of all fees, costs, and expenses associated with the design and construction of this work, and the County will include the sanitary sewer bid items in the construction contract under a separate schedule in order to track these costs for billing purposes.

C. STANDARDS AND REFERENCES: The Project will be administered in accordance with the rules, regulations and procedures as required by the FHWA, Washington State Department of Transportation (WSDOT) Highways and Local Programs, WSDOT, and the laws of the State of Washington. In general these rules, regulations, and procedures are documented in the following publications. The latest editions of these publications shall be used:

- Local Agency Guidelines (M 36-63), Latest Revision, published by WSDOT Highways and Local Programs (LAG Manual).

- Standard Specifications for Road, Bridge, and Municipal Construction, Latest English Edition, published by WSDOT.
- Design Manual (M 22-01), Latest Revision, published by WSDOT.
- Construction Manual (M 41-01), Latest Revision, published by WSDOT.
- Standard Plans for Roads, Bridge, and Municipal Construction, (M21-01)
- Plans Preparation Manual, (M22-31)
- City of Sedro-Woolley Public Works Standards
- Washington State Department of Ecology's Stormwater Management Manual for Western Washington

II. DETAILED RELATIONSHIPS, SERVICES, AND PRODUCTS

A. PROJECT DOCUMENTATION: Unless specifically noted otherwise, the County shall maintain original Project documentation in the County's project files. Duplicate copies shall be transmitted to the City Engineer/Public Works Director as requested or indicated below. The County shall retain the documentation for a period of not less than three years from the final payment of any federal aid funds.

B. MANAGEMENT COORDINATION: The Project shall be managed by the County. However, the County and City shall, by exchange of letters, identify the key management personnel with responsibility for the Project. Otherwise, the key management personnel for the Project are defined as follows:

The City shall appoint a staff member (hereinafter referred to as "City Representative") to represent the City and its interest in the Project by monitoring progress and keeping the City informed; notifying the County Project Manager of issues and concerns brought up by the City; reviewing plans and reports and providing comments; and attending meetings, hearings and open houses with the County Project Manager and consultants.

The City Representative shall be responsible for providing information pertinent to the Project including plans, provisions, permits and other information of a similar nature for which the City maintains records. The City Representative shall also be responsible for preparing and obtaining the necessary signatures on any City document (such as a resolution) required for a Project work item to occur and forwarding a copy to the County Project Manager.

The County will be responsible for consultant selections, and contract negotiations and administration in accordance with WSDOT Local Agency Guidelines. The County will be the contracting party on agreements entered into for the purpose of accomplishing the work outlined in this Agreement.

C. PROJECT FUNDING: The County and City will share in the total cost of the Project as set forth in the Annexation Agreement. A copy of the Annexation Agreement is attached hereto as Exhibit D, and is incorporated herein by reference. The County and City will submit grant applications to various agencies in an attempt to secure additional project funds. Any grants received

for this work shall be applied to reduce each Party's contribution by an equal dollar amount. The cost to the agency to prepare grant applications will be applied toward their share of the total cost of the Project. The total cost of the Project is defined as all related project costs including, but not limited to preliminary engineering, right-of-way acquisition and permitting, construction, legal fees and costs, administration, consultant engineering, environmental assessment, testing services and costs related to state and federal services. Unless otherwise provided in this Agreement, the Parties are not obligated to provide or expend any other funds, provide and/or perform any other services or other duties, unless otherwise specified herein.

In the event of a conflict between this Agreement and the Stanislaw Annexation Agreement regarding cost sharing, the provisions of the Stanislaw Annexation Agreement shall prevail.

The County will manage the Project funding and administer the grant funding. The County will be responsible for obligating federal aid funds through WSDOT Highways and Local Programs by executing the appropriate Local Agency Agreement. The County shall be responsible for processing the payment of Project related billing invoices and submitting grant reimbursements to WSDOT, and other agencies, and invoices to the City of Sedro-Woolley for the City's financial commitment.

The City shall prepare a letter to WSDOT Highways and Local Programs authorizing the City's federal grant funds to be transferred to the County, after the date this Agreement is executed, with the understanding the funds will be administered by the County on the City's behalf. The City shall forward a copy of the letter to the County.

If project-related costs cause the total cost of the Project to exceed five million dollars (\$5,000,000), the County Project Manager will present the information to both agencies for review and approval by the appropriate authorities before further action is taken. A preliminary project estimate is attached as Exhibit C and is included as part of this Agreement.

D. MANNER OF FINANCING

The available funding for this project as of March 7, 2007 is the following:

Grants received:

- Federal High Priority Projects Program (SAFETEA-LU), \$650,160
- Community Economic Revitalization Board Job Development Fund, \$2,227,000 (this amount may be adjusted depending on the final project cost)

Other funding committed:

- Skagit County \$600,000
- City of Sedro-Woolley \$600,000
- Sedro-Woolley School District \$ 25,000
- Janicki Industries \$127,262

Total Funding Secured (Grants and Other funding committed): \$4,229,422

In the event that a separate interlocal agreement cannot be reached and executed by and between the County and the Sedro-Woolley School District such that the funding previously committed from the Sedro-Woolley School District is not available for the Project, the parties then agree to be mutually responsible for providing an equal share of such funding for the Project pursuant to the terms herein.

In the event that a separate agreement cannot be reached and executed by and between the County and Janicki Industries, Inc. such that the funding previously committed from Janicki Industries, Inc. is not available for the Project, the parties then agree to be mutually responsible for providing an equal share of such funding for the Project pursuant to the terms herein.

Grants Pending:

- Transportation, Community, and System Preservation Program Grant Application, \$783,840
- Skagit County Economic Development Public Facilities Distressed/rural County Sales and Use Tax, \$783,840
- Safe Routes to School, \$500,000

The County and City shall share equally in the actual costs for the Project incurred by the County and City, regardless of the availability of any grant funding, regardless of the availability of funding committed by third parties, and/or the amount of any cost estimates for the Project. The County and City shall be equally responsible for paying for the total actual cost of the Project.

E. PROJECT DESIGN AND REVIEW: The County shall be responsible for the design of the Project, and the specification of all construction and materials to be incorporated into the Project. This work may be accomplished with County staff and/or consultants.

The County Project Manager, the City Representative, other City and County staff and consultant staff will meet as necessary to review the scope and progress of the work to ensure that the Project meets the objectives of the City and County. The City Representative will review and comment on the design plans within two weeks of receipt at the fifty percent (50%) and seventy-five (75%) Project completion stages. The City Representative will also review and comment within two weeks of receipt on the design plans, specifications, and the cost estimate at ninety percent (90%) Project completion stage. The City Representative's review and comment will include comments from the City Council regarding the design plans at each stage of completion.

F. ENVIRONMENTAL REVIEW AND DESIGNS: The County shall be responsible for ensuring that all required environmental reviews have been completed. The County will serve as the lead agency and apply for the necessary project permits and provide copies to the City. The County will ensure that all permit requirements are met, make applications for time extensions, and revise plans to comply with changed permit conditions. To the maximum extent provided by law, the City agrees to defend, indemnify, and hold harmless the County for any failure or omission by the County to perform necessary environmental reviews or obtain necessary environmental permits, and the City agrees to defend, indemnify, and hold harmless the County for any violation(s) of any environmental permits associated with the Project.

G. RIGHT-OF-WAY ACQUISITION AND CERTIFICATION: The County will be responsible for acquiring all the necessary rights-of-way for the Project and obtaining the Right-of-Way Certification from WSDOT Highways and Local Programs. Right-of-Way acquisitions in which the parties cannot reach an agreement on fair market value and that require eminent domain powers will be forwarded to the City for the condemnation process.

H. CONSTRUCTION CONTRACT REVIEW AUTHORIZATION AND MANAGEMENT: The County will be responsible for preparing the Project Plans, Specifications and Estimate (PS&E), advertising for construction bids, awarding the contract, and providing construction management

services. Construction management includes, but is not limited to, project inspection, preparing pay estimates, maintaining construction records, responding to design changes, project closeout, and ensuring compliance with contract documents and specifications and federal regulations. This will be accomplished with County staff or consultants. The County will be responsible for submitting the required federal construction related forms to WSDOT Highways and Local Programs for review and approval.

I. CHANGED CONDITIONS DURING CONSTRUCTION: Changed Conditions shall be defined as Minor and Major. Changed conditions that, in the estimation of the County, will not create additional costs, or that do not effect the engineering principles fundamental to the design shall be considered Minor Changed Conditions. Minor Changed Conditions will not be reported to the City but will be documented in the project records and as-built drawings.

Changed Conditions that will result in increased costs or that require consideration and input from the responsible design engineer shall be considered Major Changed Conditions. The County shall notify the City Representative as soon as possible of any Major Changed Conditions encountered during construction that result in an increase in the original construction contract of ten percent (10%) or greater and arrange for input from the City. The City shall ensure a prompt response to this situation involving Major Changed Conditions in order to avoid delays to the project. The County and City shall remain responsible for the payment of the actual cost of the Project regardless of the existence of Minor and/or Major Changed Conditions.

J. CONSTRUCTION CHANGE ORDERS: Change Orders will normally be required to address Changed Conditions. The County Project Manager shall negotiate and execute change orders. The County Project Manager will discuss these change orders with the City Representative before the documents are executed if there is an increase in the original construction contract of ten percent (10%) or greater. The County and City will shall remain responsible for the payment of the actual cost of the Project regardless of any Change Orders (or lack thereof) due to the existence of Minor and/or Major Changed Conditions.

K. INCREASED/DECREASED QUANTITIES: The bid quantities shown on the proposal form for the Project construction contract are based on the County Engineer's estimate. The actual quantities used may vary from the estimated quantities. Should any item of work increase or decrease by more than twenty five percent (25%), an equitable price adjustment shall be evaluated. Any such equitable price adjustment shall be made by Change Order. The County shall negotiate the price adjustment, prepare the Change Order and present the negotiated Change Order to the City Representative for review if there is an increase in the original construction contract of 10% or greater.

L. PROJECT MANAGEMENT REVIEW: If selected by WSDOT Highways and Local Programs for Project Management Review, the County shall provide representation and the Project records for the Highways and Local Programs Area Engineer's review. Any deficiencies in the Project records identified by the review shall be corrected by the County.

M. BILLING AND REIMBURSEMENT OF COSTS: The County will be reimbursed with available Project funding for all eligible costs and expenses (as described in Chapter 23.5 of the LAG Manual) over the County's financial commitment incurred by the County associated with the County's performance of this Agreement (including, but not limited to the County's direct salary cost and indirect costs to perform the work described in this Agreement).

The City will be reimbursed with available Project funding for all eligible costs and expenses (as described in Chapter 23.5 of the LAG Manual) over the City's financial commitment incurred the City associated with the City's performance of this Agreement (including, but not limited to the City's direct salary cost and indirect costs to perform the work described in this Agreement).

The County shall bill the City on a monthly basis (or more or less frequently should the parties agree in writing) for reimbursement against the City's funding commitment for this project for costs incurred by the County for the Project. The City agrees to pay invoices submitted by the County within thirty (30) days of receipt. All invoices shall include documentation of expenditures.

The City will provide the County with a detail breakdown of the project related costs incurred by the City on a monthly basis. The County will include these costs in the overall Project cost.

N. STREET MAINTENANCE AND STORMWATER FACILITIES: Upon completion of the Project, the City shall be solely and separately responsible and liable for maintenance of the Project. The County does not and shall not have or retain any ownership interest in the Project and the County shall not be responsible and/or liable to the City (or any third parties) for the County's involvement with the Project.

III. MISCELLANEOUS PROVISIONS

A. TERMINATION: This Agreement shall remain in effect until the Project is completed and accepted in writing by the Parties or until December 31, 2011.

Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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 through the date of termination.

If this Agreement is terminated by the City prior to the completion of the terms as outlined herein, the City shall reimburse the County for any costs incurred or that may be incurred as a result of the Project.

B. RIGHT TO REVIEW: This contract is subject to review by the State auditor's office. The City or its designee shall have the right to review and monitor the financial components of this Project. Such review may include, but is not limited to, on-site inspection by City agents or employees, inspection of all records or other materials, which the City deems pertinent to the Agreement and its performance. The County shall preserve and maintain all financial records and records relating to this Project under this Agreement, and shall make them available for such review, within Skagit County, State of Washington, upon request.

C. MODIFICATIONS: This Agreement may be modified, changed, or amended only by a subsequent written agreement executed by the Parties hereto.

D. DEFENSE AND INDEMNITY AGREEMENT: The City agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, agents, volunteers, assigns, contractors, subcontractors, and/or consultants, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages

because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, agents, volunteers, assigns, contractors, subcontractors, and/or consultants, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

E. INDUSTRIAL INSURANCE WAIVER: With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties to this Agreement.

With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties to this Agreement.

F. 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.

G. NO SEPARATE LEGAL ENTITY: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the County's Public Works Director or designee shall administer the Project.

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

I. WAIVER: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

J. NOTICES: All notices, requests, demands and other communications called for or contemplated by this Agreement shall be in writing and shall be deemed to have been duly given by mailing the same by first-class mail, postage prepaid; by delivering the same by hand; or by sending the same by telex or telecopy, to the following addresses, or to such other addresses as the parties may designate by written notice in the manner aforesaid, provided that communications that are mailed shall not be deemed to have been given until three (3) business days after mailing.

Any notices to be sent to the City shall be sent to the following address:

City of Sedro-Woolley
ATTN: City Clerk
720 Murdock
Sedro-Woolley, WA 98284
(360) 855-0771

Any notices to be sent to the County shall be sent to the following address:

Skagit County
Public Works Department
ATTN: Assistant Director/Assistant County Engineer
1800 Continental Place
Mount Vernon, WA 98273
(360) 336-9400

K. TITLES AND CAPTIONS: The titles and captions to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

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

M. 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.

N. 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, any agent, contractor, subcontractor, consultant, volunteer, and/or other representative of either party.

O. 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.

P. COMPLIANCE WITH LAWS AND COMPLIANCE WITH TERMS OF GRANT(S): 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. To the maximum extent allowed by law, the City shall indemnify and hold the County harmless for any non-compliance with laws as specifically pertaining and/or related to the Project described herein.

Q. ASSIGNMENT AND SUBCONTRACTING: Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity without the express and prior written approval of the County. To the extent provided by law, and by the terms of any applicable grants, the County may assign, contract, and/or subcontract any or all of its duties and/or obligations under this Agreement, without the consent of the City.

R. OWNERSHIP OF ITEMS PRODUCED: Both the County and the City shall have the unencumbered proprietary right to use any and all 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.

S. 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.

T. ENTIRE AGREEMENT: This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day
of _____, 2007.

CITY OF SEDRO-WOOLLEY

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

Mayor
Date _____

SHARON D. DILLON, Chair

Sedro-Woolley Attorney

DON MUNKS, Commissioner

Sedro-Woolley Clerk

KENNETH A. DAHLSTEDT, Commissioner

720 Murdock Street
Sedro-Woolley, WA 98284

Approved:

By: _____
W. Eugene Sampley, P.E.
Director/County Engineer

By: _____
Billie Kadrmas
Risk Manager

By: _____
Trisha Logue, CPA
Budget/Finance Administrator

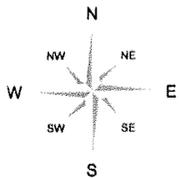
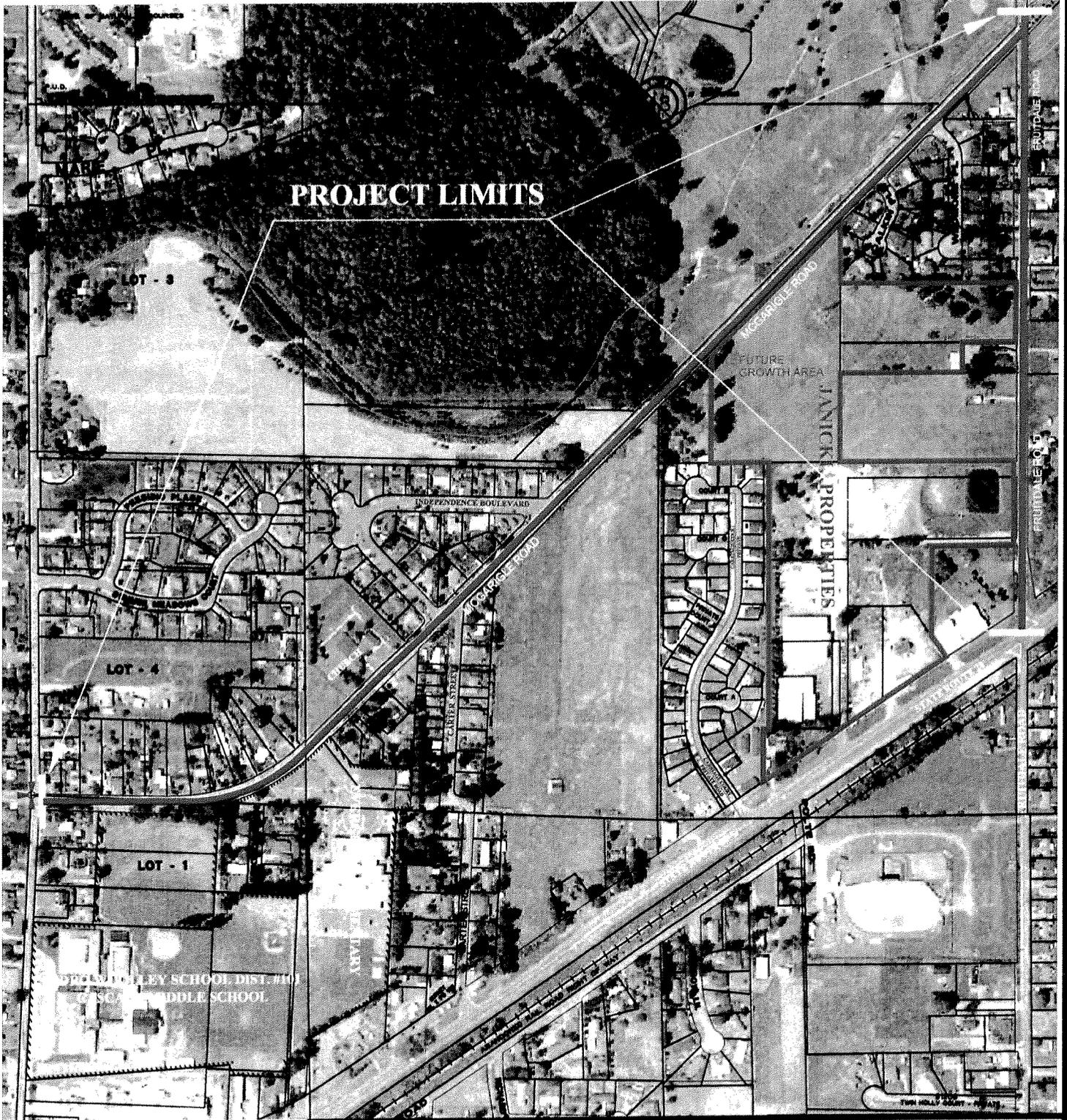
Approved as to Form:

By: _____
Civil Deputy

ATTEST:

JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

EXHIBIT A
FRUITDALE RD. & MCGARIGLE RD. IMPROVEMENTS



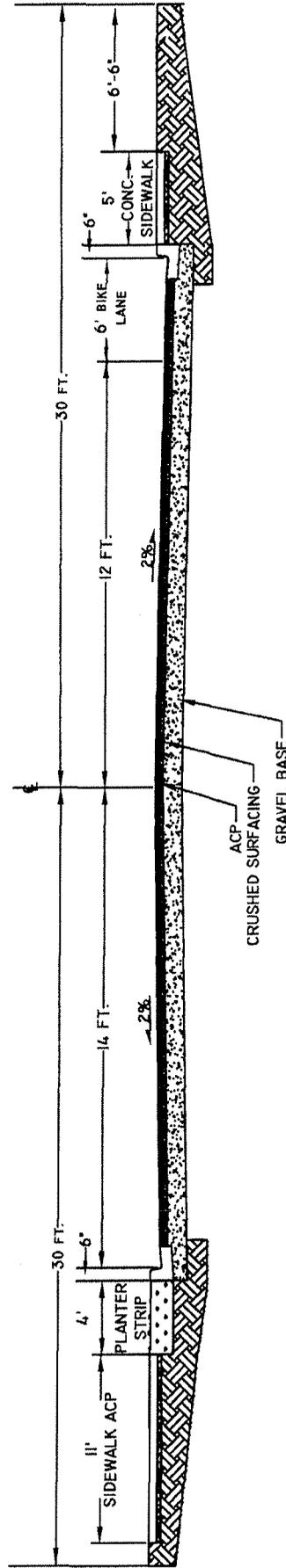
SKAGIT COUNTY **PUBLIC WORKS**
SKAGIT, WEDNETH, WASHINGTON

VICINITY MAP

SCALE: 1"=500'

PAGE 12

EXHIBIT B
FRUITDALE ROAD / MCGARIGLE ROAD IMPROVEMENTS



SKAGIT COUNTY

TYPICAL CROSS SECTION

PUBLIC WORKS
MOUNT VERNON, WASHINGTON

FRUITDALE ROAD AND MCGARIGLE ROAD

DATE: 3/7/07 SCALE: N.T.S.

PAGE 13

EXHIBIT C

PRELIMINARY
PROJECT ESTIMATE

SKAGIT COUNTY
CITY OF SEDRO-WOOLLEY
FRUITDALE/McGARIGLE ROAD PROJECT
PROJECT

ALTERNATE #4 - 14' Lane, 4' Landscape, 11' Walk (HMA)-North
- 18' Lane (12'+6' Bike Ln), 5' Walk (CONC)-South

DATE:

March 7, 2007

ITEM NO.	DESCRIPTION	ITEM QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILIZATION	1	LS	\$240,000.00	\$240,000.00
2	CLEARING AND GRUBBING	1	LS	\$10,000.00	\$10,000.00
3	CLEAN UP	1	LS	\$20,000.00	\$20,000.00
4	ROADWAY EXCAVATION	22,095	CY	\$13.00	\$287,235.00
5	GRAVEL BORROW	66,315	TN	\$14.00	\$928,410.00
6	CRUSHED SURFACING TOP COURSE	5,314	TN	\$25.00	\$132,850.00
7	HMA CLASS 1/2"	5,120	TN	\$68.00	\$348,160.00
8	CONC. CURB AND GUTTER	14,994	LF	\$15.00	\$224,910.00
9	CONCRETE SIDEWALK	4,570	SY	\$32.00	\$146,240.00
10	PAVEMENT MARKINGS	1	LS	\$24,000.00	\$24,000.00
11	STORM SEWER PIPE, 18-IN	7,762	LF	\$50.00	\$388,100.00
12	TYPE 1 CATCH BASIN	23	EA	\$1,020.00	\$23,460.00
13	TYPE 2, 48 IN. CATCH BASIN	23	EA	\$2,450.00	\$56,350.00
14	DETENTION PONDS	1	LS	\$45,000.00	\$45,000.00
15	CONTROL STRUCTURE	1	LS	\$15,000.00	\$15,000.00
16	WATER QUALITY UNIT	1	LS	\$60,000.00	\$60,000.00
17	EROSION CONTROL	1	LS	\$40,000.00	\$40,000.00
18	TRAFFIC CONTROL	1	LS	\$200,000.00	\$200,000.00
19	ROADSIDE PLANTING	1	LS	\$38,000.00	\$38,000.00
ESTIMATED CONSTRUCTION COST					\$3,227,715.00
CONTINGENCY (20%)					\$645,543.00
PRELIMINARY AND CONSTRUCTION ENGINEERING					\$600,000.00
RIGHT-OF-WAY					\$500,000.00
TOTAL:					\$4,973,258.00

EXHIBIT "D"

SKAGIT COUNTY
Contract # C20040498

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200412140012

Skagit County Auditor

12/14/2004 Page 1 of 12 9:11AM

**AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273**

Document Title: Interlocal Agreement
Between the City of Sedro-Woolley
and Skagit County Regarding the
Annexation Delivery of Services and
Revenue Sharing for the "Stanislaw
Properties, Et Al" Annexation

Reference Number : _____

Grantor(s): additional grantor names on page ____

1. Skagit County

2.

Grantee(s): additional grantee names on page ____

1. City of Sedro-Woolley

2.

Abbreviated legal description: full legal on page(s) ____

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY
REGARDING ANNEXATION DELIVERY OF SERVICES AND REVENUE
SHARING FOR THE "STANISLAW PROPERTIES, ET AL"
ANNEXATION**

WHEREAS, the purpose of this Agreement is to ensure the continuation of high quality and uninterrupted services to the affected residents during the transition period of the "Stanislaw Properties, et al" annexation (Boundary Review Board File No. 04-10); and

WHEREAS, the City and County have determined that annexation is likely to have a financial impact, thus necessitating a funding arrangement to mitigate such impacts; and

WHEREAS, the City and County adopted the Countywide Planning Polices and entered into an interlocal agreement, which contain policies stipulating that consistent regulations and development standards are to be developed for the Urban Growth Area (UGA) and provide for joint review of development proposals within the UGA; and

WHEREAS, the City of Sedro-Woolley Comprehensive Plan (City Plan) and the Skagit County Comprehensive Plan (County Plan) have been duly adopted by each respective jurisdiction; and

WHEREAS, the City and County recognize the need to facilitate and coordinate the proper transition of services and capital projects at the time of annexation; and

WHEREAS, the City and County find it mutually beneficial and in the public interest to enter into this agreement for services to the residents of the annexation area during a period of transition and thereafter, regarding County service provision and City service provision to such area.

NOW, THEREFORE, Skagit County ("County") and the City of Sedro-Woolley ("City") do hereby agree as follows:

Section 1 - Term of Agreement: This Agreement shall be effective for a period of ten (10) years following recording with the Skagit County Auditor. Following termination, each party is responsible for any outstanding obligations it incurred under this Agreement prior to the effective date of the termination.

Section 2 - Geographic Service Area and Applicability: This agreement applies to the area approved for annexation by the Boundary Review Board in File No. 04-10, City of Sedro-Woolley; Annexation (Stanislaw), as set forth on the attached Exhibit A (map). This area is generally described as lying North of the North right-of-way (ROW) line of SR 20, West of the East ROW line of Fruitdale Road extended North to the City limits, South of the North ROW

SKAGIT COUNTY
Contract # C20040498
Page 2 of 12

Duplicate
ORIGINAL

line of McGarigle Road, and East of the Western City Limits between McGarigle Road and the North ROW line of Fruitdale Road.

Section 3 - Land Use Plans and Development Regulations:

3.1 List of Permits. The County will prepare and send to the City a list detailing the status of all applications and permits contained in the Planning and Permit Center's computerized permit data base on properties located within the proposed annexation area.

3.2 Transfer of Permits. Following annexation, the City and County will review the list of applications and permits, and agree to transfer to the City all applications that have not been determined to be complete prior to the effective date of annexation. The County shall retain and process all applications and permits that are determined to be complete prior to the effective date of annexation.

3.3 County to Solicit Comments. Prior to annexation, the County shall solicit comments from the City on land use and building permit applications that are within the proposed annexation area and provide copies of staff reports and recommendations.

3.4 Pre-Annexation Development Regulations. Prior to the effective date of the annexation, zoning, subdivision, development, and building permits shall be governed by County ordinances then in place, except as provided herein.

3.4.1. Pre-Annexation Applications. Prior to the effective date of annexation, an applicant for any zoning, subdivision, development, and building permit may apply for the desired permits from the County, under County ordinances and proceed to completion of the permitting process under said ordinances then in place, for the permits for which a complete application was filed and fee paid.

3.4.2. Alternative Process. Alternatively, at the applicant's option, the applicant may apply for the desired zoning, subdivision, development, and building permit from the City under City ordinances, in anticipation of annexation, and proceed to completion of the permitting process under said ordinances in place at the time of annexation; provided, the City may defer any portion of the permit application process until annexation is complete, or if annexation is not completed, transfer the application to the County for processing under County ordinances. The purpose of this alternative process is to avoid delay and duplication of costs and effort on the part of an applicant. The City may require the applicant to sign an agreement documenting special conditions of the permitting process as a condition for applying with the City prior to completion of annexation.

3.4.3 SEPA Regulations. The County and City shall be co-lead on any SEPA applications filed prior to the effective date of annexation. For purpose of convenience, any SEPA application shall be filed with Skagit County. The lowest categorical exemptions of either jurisdiction shall be used, but other County

SKAGIT COUNTY
Contract # C20040498
Page 3 of 12

procedural regulations shall apply. This agreement shall not affect SEPA processes outside the area to be annexed.

3.5 Enforcement of Standards and Conditions. Following the effective date of annexation, the City agrees to enforce, to the extent deemed legally enforceable by the City, applicable standards and any conditions imposed relating to the issuance of a building or land use permit prior to annexation. The County agrees to make its employees available to provide assistance in the interpretation of conditions and applicable standards.

3.6 Permit Renewal or Extension. Any request to renew a building permit or to renew or extend a land use permit after the effective date of the annexation shall be made to and administered by the City.

3.7 Transfer of Financial Guarantees. All financial guarantees (e.g. performance bonds, mitigation funds, maintenance bonds or other bonds or sureties) required for a building permit, land use permit or enforcement action shall be transferred or assigned to the City after the effective date of the annexation. If the financial guarantee cannot be assigned to the City, the County will enforce the provisions of such guarantee on behalf of the City in accordance with this Agreement. The City shall have sole discretion over the acceptance of required performance and the release of said guarantees.

3.8 Permitting Fees. The applicant shall pay only the fees of the permitting jurisdiction, and shall not pay two fees for the same application. Applicants filing for permits at the County shall pay the County fee schedule, and applicants filing for permits at the City shall pay the City fee schedule. The City and County shall allocate the fees between themselves based on their proportionate share of work and expense on each application, by agreement of the parties. This division shall be made following completion of the annexation process.

3.9 Building and Building-related Permits. The types of building and building-related permits that are covered within this Agreement include but are not limited to: building permits, sign permits, excavation and grading permits, mechanical permits, plumbing permits, change of occupancy permits, tenant improvement occupancy permits, fire systems and fire sprinkler permits, and demolition permits.

3.10 Land Use Permits.

3.10.1 Land use permits defined. For the purposes of this Agreement, "land use permits" are defined as: site plan review, conditional use permits, development code variances, boundary line adjustments, planned unit developments including master planned developments, subdivisions, short plats, binding site plans, shoreline permits, home occupation permits, and critical areas permits.

3.10.2 Dedications, deeds or conveyances. If a dedication for public use (or easements) is to be made after the effective date of the annexation, such dedication shall be transmitted to the City for review and a determination of acceptance.

SKAGIT COUNTY
Contract # C20040498

Page 4 of 12

- 3.10.3 Final approval of subdivision, short plat and binding site plan. All final plats, short plats and binding site plans to be submitted after the effective date of annexation shall be submitted to the responsible officials designated in the City Municipal Code for a determination of acceptance.
- 3.11 Code Enforcement.
- 3.11.1 Code enforcement defined. For purposes of this Agreement, "Code Enforcement" means ensuring compliance with the Uniform Codes (including Building, Mechanical, Plumbing, Fire), Zoning Ordinance, Development Standards, Shoreline Master Program, Subdivision Code, and Critical Areas Ordinance.
- 3.11.2 Continuation of code violation cases. Active code violation cases will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses, if necessary and at no cost to the City, in order to prosecute transferred cases.
- 3.11.3 Compliance Agreements. When a compliance agreement is being negotiated on property found to be in violation of Skagit County Code, the County shall inform the City Code Enforcement Officer. The City may, at its option, be a party to the development of the compliance agreement.

Section 4 – Transfer of Records: All original files of the County for building and land use permits, and fire code inspection and compliance records, within an annexation area shall remain in the custody of the County. The City may copy files on their own equipment or agree to pay for the cost of copying any requested records.

Section 5 - Roads and Transportation Systems: It is the intention of the City and County that the City will annex all roads adjacent to and within the area proposed for annexation, except for SR 20, and to work together to bring these roads up to City standards using funds from both jurisdictions. The City and County agree that they will take joint responsibility for improvement of the roads as set forth in this agreement, in lieu of collection and payment of City transportation impact fees not previously collected by Skagit County from within the annexed area pursuant to the Interlocal Agreement regarding the unincorporated UGA dated March 22, 1999, and the City, by separate agreement, will release the County from liability for uncollected transportation impact fees within the annexed area only, reserving any other claim.

Section 6 - Joint Road Construction Projects:

6.1 Annexation of Right of Way and Maintenance. The City and County agree that the entire right of way for all streets and roads adjacent to land proposed to be annexed, excluding SR 20, shall be made part of the annexation. As of the effective date of annexation, the City shall assume responsibility for the maintenance of all streets and roads included within the annexed area. The City and County acknowledge that the roads and rights of way included in the

SKAGIT COUNTY
Contract # C20040498

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annexation by the Boundary Review Board are illustrated on the attached Exhibit A, and are listed as follows:

All of Carter Road North of SR 20 and South of McGarigle Road;
All of Fruitdale Road North of SR 20 and South of the City limits;
All of McGarigle Road East of the City limits and West of Fruitdale Road;
All of Wedmore Place and Caulkins Place.

6.2 Joint Construction Projects.

- 6.2.1 The City and County agree that following annexation, they will jointly plan, design, and construct McGarigle Road and that portion of Fruitdale Road lying South of McGarigle Road to a design consistent with City urban design standards for a collector arterial and arterial road, respectively. (The improvements may be extended North to serve the Northern State complex by agreement of the parties.) The joint projects may include a turn lane at SR 20 and Fruitdale but shall not include signalization or work to SR 20. The projects shall include storm water facilities to the extent they are within the road ROW or serve storm water runoff from the roadway.
- 6.2.2 Each jurisdiction shall pay 50% of the cost of these joint projects. Any grants received for this work shall be applied to reduce each party's contribution by an equal dollar amount. The scheduling of this shall be dependant on the availability of funds. The parties agree that at this time, a ten (10) year window to complete this work appears reasonable.
- 6.2.3 The parties shall include these projects on their 6-Year TIPs and transportation capital facilities plans. The parties agree to develop a joint schedule of work to coincide with their availability of funds, so as to accomplish the projects within the ten (10) year window of this agreement, unless the time is extended by mutual agreement. The funding and construction schedules will be reduced to a written MOU as the project develops.

6.3 Design/Construction Engineering and Project Management. The County shall be lead project manager. Each party shall provide 50% of the cost of design and construction, engineering and project administration. It is the intention of the parties to have their staff and employees work jointly together or allocate tasks to each, to the extent that the project avails itself of such allocation. The parties intend that the specific means by which each shall provide its 50 percent share – i.e., cash or in-kind equivalents – will be resolved through the adoption of one or more additional MOU's. The parties intend that additional MOUs will be executed regarding project management, financing, contribution of labor and costs, and other matters, consistent with this agreement, as the project evolves through the design and construction phases.

SKAGIT COUNTY
Contract # C20040498

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6.4 Mitigation Funds. Funds, bonds or other sureties received for mitigation payments, transportation impact fees, transportation related SEPA mitigation payments, and other mitigation required of developers, may be applied to these joint projects by either party. Funds and contributions that have been required from developers for these specific projects shall be applied to the projects by the collecting entity. The party applying the funds or contribution shall receive credit for the application.

Section 7 - Storm Water Management Systems: If an annexed area includes drainage improvements or facilities the County currently owns, the City shall assume all ownership rights and responsibilities upon the effective date of annexation, except as provided herein. The City shall not assume ownership and responsibilities for storm water facilities owned or maintained by a separate taxing district, sub-flood control zone, or other entity that survives annexation.

Section 8 – Police and Fire Services: As provided by law, as of the effective date of an annexation, responsibility for police and fire service within the annexed area will transfer to the City.

Section 9 – Administration: This Agreement shall be administered by the City Mayor and the County Chair of the Board of County Commissioners or their respective designees.

Section 10 – Notice: Any notices to be given under this Agreement shall be personally served to or shall be mailed, postage prepaid, to:

FOR THE COUNTY:

Chair, Board of County Commissioners
1800 Continental Place
Mount Vernon, WA 98273

FOR THE CITY:

Mayor, City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

Section 11 - Dispute Resolution:

11.1 Panel Mediation. Disputes arising from the interpretation or administration of this Agreement shall be mediated by a panel of three people. The mediation process shall be commenced by written notice to the other party. A City representative, non-elected official, shall be appointed by the City, and a County representative, non-elected official, shall be appointed by the County. The Parties shall appoint such mediators within fourteen (14) days after service of the written mediation notice. A third mediator shall be agreed upon and appointed by the two appointed representatives. The panel of three (3) mediators shall attempt to resolve the dispute between the Parties through discussion and negotiation among the panel members. There shall be

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presentation of evidence or argument to the panel. Decisions of the panel shall not be binding on the Parties and all discussions and negotiations among the panel members shall remain confidential and privileged. Mediation shall be completed within sixty (60) days after service of the written mediation notice. Each party shall bear the costs of its appointed mediator and one-half the costs of the third mediator appointed by the two (2) mediators.

11.2 Court: In the event that panel mediation does not resolve a dispute between the Parties, the parties agree that venue and jurisdiction for any dispute lies in Skagit County Superior Court, and that this agreement may be specifically enforced.

11.3 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Washington.

Section 12 - Assignment/Subcontracting: Neither the City nor the County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement.

Section 13 - No Third Party Beneficiary: The City does not intend by this Agreement or by any amendments or attachments to this Agreement to assume any contractual obligations to anyone other than the County. The County does not intend by this Agreement or by any amendments or attachments to this Agreement to assume any contractual obligations to anyone other than the City. There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

Section 14 - Financial Responsibility: Except as otherwise noted in this Agreement, each party shall bear financial responsibility for its own respective share of work performed pursuant to this Agreement.

Section 15 - Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

Section 16 - Interlocal Cooperation Act: This is an agreement entered into pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act). Its duration is as specified in Section 1.

Section 17 - Relationship to Existing Laws and Statutes: This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of the Open Public Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes and other applicable state or local law. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the County and City do not purport to abrogate the decision making responsibility vested in them by law.

Section 18 - Addenda and Amendments:

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18.1 Process for Future Amendments. The City and County recognize that amendments to this Agreement may be necessary to clarify or change the requirements of particular sections or update the Agreement. Any modification of or amendment to this Agreement shall be executed in the same manner as provided by law for the execution of this Agreement.

18.2 Mutual Consent. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement, shall be valid unless made in writing and formally approved and executed, as provided for in Section 27, by the duly authorized agents for both parties.

Section 19 - Applicability: The City and County agree that this Agreement shall apply to the unincorporated area generally described in the attached Exhibit A , which is incorporated herein by reference and referred to herein as the "Stanislaw Properties et al. Annexation."

Section 20 - Document Execution and Filing: The City and County agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and County. Upon execution, the executed duplicate of this Agreement shall be returned to the Clerk of the Board of County Commissioners, who shall file copies of this Agreement with the Skagit County Auditor and the Washington State Secretary of State. Upon receipt by the City Clerk of the duplicate originals, each such duplicate original shall constitute an Agreement binding upon both the City and County. The Clerk of the Board of County Commissioners shall transmit one executed original to the City Clerk.

Section 21 - Indemnification and Liability:

21.1 The City shall protect, save and hold harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

21.2 The County shall protect, save and hold harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

21.3 It is understood that this agreement is solely for the benefit of the parties hereto, and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible and to assume liability for its own acts and omissions, and those of its elected officials, officers, employees and agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each

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party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

21.4 No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's failure to comply with RCW 82.02.020 or RCW 82.02.070.

Section 22 - Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the framework issues for annexations covered or mentioned therein. It is anticipated that the parties will enter into subsequent interlocal agreements on specific subjects, as indicated in the text of this Agreement.

Section 23 - Severability: If any provision of this Agreement is held by a court to be invalid, either party may, at its option, terminate this Agreement on thirty (30) days prior written notice to the other party.

Section 24 - Effective Date: The effective date of this Agreement shall be 12/13/04, 2004.

AGREED TO THIS 13th OF December, 2004

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
Sharon D. Dillon, Mayor
City of Sedro-Woolley

Ted W. Anderson
Ted W. Anderson, Chairman

Don Munks
Don Munks, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt

ATTEST:

Jeanne Giesbrecht
Jeanne Giesbrecht, Clerk
Board of County Commissioners

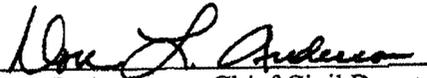
ATTEST:

Patsy K. Nelson
Patsy Nelson, City Clerk
City of Sedro-Woolley

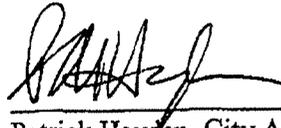
SKAGIT COUNTY
Contract # C20040498

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APPROVED AS TO FORM:



Don L. Anderson, Chief Civil Deputy
Skagit County



Patrick Hayden, City Attorney
City of Sedro-Woolley

APPROVED AS TO INDEMNIFICATION

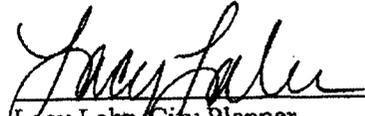


Billie Kadrmas, Risk Manager
Skagit County

APPROVED AS TO CONTENT:



Gary Christensen, Director
Skagit County Planning and Permit Center



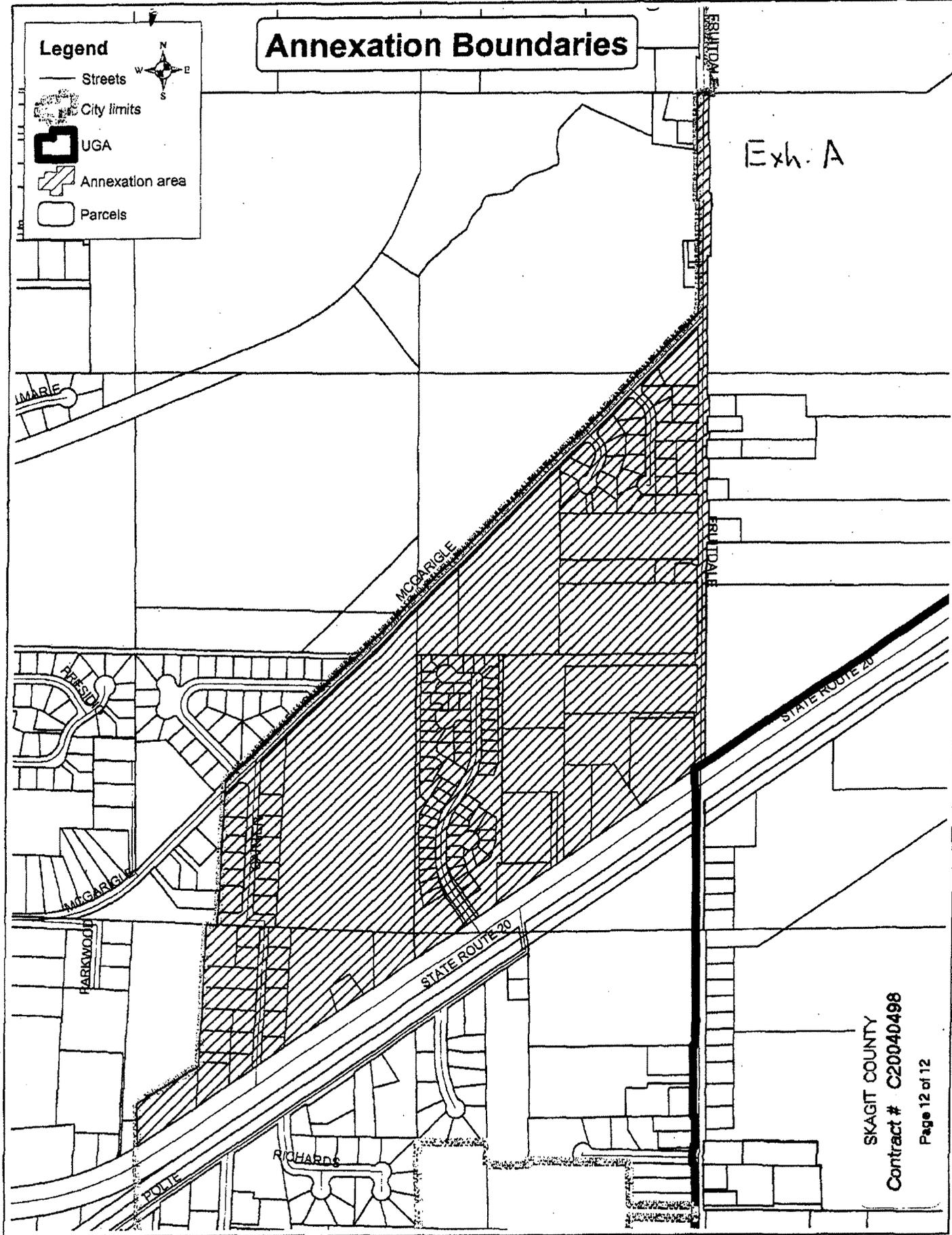
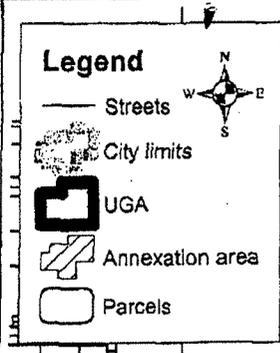
Lacy Lahr, City Planner
City of Sedro-Woolley

Annexation Boundaries

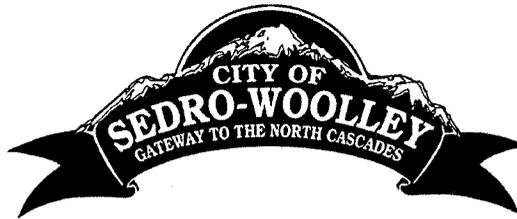
Exh. A

Legend

- Streets
- City limits
- UGA
- Annexation area
- Parcels



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MAR 14 2007

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

MEMORANDUM

TO: Mayor Anderson and City Council

FROM: John Coleman, Associate Planner

DATE: March 14, 2007

SUBJECT: Update of Chapter 17.40 SWMC – Sign Ordinance

PROJECT DESCRIPTION / HISTORY

The Planning Commission held three open record public hearings to hear and consider written and public testimony concerning proposed updates to Chapter 17.40 SWMC – the City Sign Ordinance. Testimony received focused on the issues of temporary signs and sidewalk signs. After hearing and considering information presented by City Staff and the public, the Planning Commission recommended approval of the proposed changes to the Sign Ordinance.

RECOMMENDED ACTION

Today's City Council meeting is a first reading of the proposed changes the City Sign Ordinance; no action by the City Council is requested at this time. Included with this memo are the Planning Commission Findings of Fact that contain the background and history of the sign ordinance update as well as the recommended ordinance.

**City of Sedro-Woolley Planning Commission
State of Washington**

In the Matter of:

Revisions to Chapter 17.40 SWMC – City of
Sedro-Woolley Sign Ordinance

**Findings of Fact, Conclusions
and Decision**

Summary of Proposal

As a result of a number of citizen comments and complaints about signage (especially temporary signage) in the City of Sedro-Woolley and the Code Enforcement Officer's experiences enforcing the Sign Ordinance in the field, the Planning Department requested that the Planning Commission hold a series of public hearings to hear input from the community on the issue. The Planning Commission held three public hearings on the issue. After hearing the comments of staff and the community at those hearings, reviewing the current city sign code, usage, and enforcement, the Planning Commission has recommended minor changes to Chapter 17.40 SWMC – the City's Sign Ordinance. These changes are attached as Exhibit A. The Planning Commission's final recommendations have therefore been forwarded to the City Council for consideration.

Notice of the public hearings having been properly published and all matters submitted at the public hearings having been considered together with the testimony, evidence and exhibits in open hearings and made a part of the record in this matter, the Planning Commission makes the following:

FINDINGS OF FACT

1. In response to several complaints received by the Planning Department and the Code Enforcement Officer concerning signs in the City, the Planning Department asked the Planning Commission to receive public input on the matter.
2. A public hearing was scheduled for December 19, 2006 to take testimony on the sign ordinance. The hearing served as a forum for the community to provide input to the Planning Commission about the current sign ordinance so as to assist staff in its efforts to fine tune the ordinance to meet the goals of the community and local business owners.
1. Staff prepared a document titled *Sedro-Woolley Sign Ordinance Review* (Exhibit B) for the December 19, 2006 public hearing. Staff also provided the Planning Commission a

document written by the City of Spokane Valley's City Attorney that addresses legal issues surrounding sign codes titled *Sign Code Issues* (Exhibit C).

2. Staff does not suggest that the Planning Commission review the *Sedro-Woolley Design Standards and Guidelines* that are used for review of signs and other projects in the Central Business District (CBD). Those guidelines are adopted under Chapter 15.44 SWMC and not currently up for revision. The concerns about signs have not revolved around the design of signs in the CBD. The proposed revisions will affect only Chapter 17.40 SWMC.
3. In an effort to involve as many local business owners and concerned citizens as possible, staff published notice of the hearing in the Community Calendar section of the December 7, 2006 Courier-Times, notified the Chamber of Commerce and personally invited many local business owners of the December 19, 2006 Planning Commission hearing.
4. At the December 19, 2006 hearing, staff made a presentation explaining the issues and complaints concerning the sign ordinance. In that presentation staff pointed out some, but not all, of the issues that had surfaced, including: problems enforcing the temporary sign section of the ordinance, signs for businesses no longer in operation, and sidewalk signs. No members of the public at large commented during the open public hearing.
5. The Planning Commission discussed the topics mentioned by staff and produced recommended changes to Chapter 17.40. A second public hearing on the issue was held at the January 16, 2007 Planning Commission meeting in an effort to solicit further public input.
6. On December 27, 2006 the Courier-Times ran a front page article about the December 19th hearing, the proposed changes to the sign ordinance, an announcement that the Planning Commission will be holding another hearing on the subject on January 16, 2007 and gave information where written comments could be sent.
7. On January 10, 2007 the Courier-Times ran an editorial concerning the proposed sign ordinance changes and again announced that the Planning Commission will be holding another hearing on the subject on January 16, 2007 and gave information where written comments could be sent.
8. On January 16, 2007 the Planning Commission held a second public hearing to hear public input on the current sign ordinance and the proposed changes to said ordinance. Staff presented revised language for Chapter 17.40.
9. One comment was received during the open public hearing from Ginger Cutler, owner of Gen-X Signs. Ms. Cutler spoke about sandwich board (sidewalk signs) sizes and spoke in favor of allowing temporary signs to remain unregulated. No other public comments were received during the public hearing portion of the meeting.

10. The Planning Commission discussed the public input and the language of the proposed changes to Chapter 17.40. The language was fine-tuned and staff was requested to bring a final revision of the changes to the next Planning Commission meeting on February 20, 2007.
11. The February 20th Planning Commission meeting was advertised in the Courier-Times as a public hearing where input on the sign ordinance would be discussed once more before final recommendations are forwarded to the City Council. The hearing was advertised in the February 14, 2007 Courier-Times.
12. On February 20, 2007 the Planning Commission held a third public hearing on the Sign Ordinance. After hearing public comment from T.J. Campbell of Gen-X Signs on State Street, the Planning Commission closed the public hearing and discussed the proposed changes and suggested minor revisions to the proposed language.
13. At the February 20 meeting, the Planning Commission made a motion to approve the changes to the Sign Ordinance including the minor revisions. The motion carried unanimously.

CONCLUSIONS

The City Planning Department, having duly considered the matter and all testimony and evidence presented at the public hearing and submitted while the record was open, makes the following conclusions:

1. Sedro-Woolley Municipal Code (SWMC) 2.90.010C(5) – Type V Legislative Actions applies to this project.
2. Due process for public notification and public input as required for Type V actions has been followed per Chapter 2.90 SWMC.
3. The Planning Department presents the changes to Chapter 17.40 SWMC – the Sedro-Woolley Sign Ordinance as directed by the Planning Commission as the attached Exhibit A.

DECISION

Based upon the foregoing, the suggested changes to the Sedro-Woolley Sign Ordinance, Chapter 17.40 SWMC, are approved.

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby **APPROVES** the suggested changes to Chapter 17.40 SWMC – Signs, at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, February 20, 2007**, at which time a quorum was present and the decision was approved by a vote of **6 FOR, 0 AGAINST, and 0 ABSTENTIONS**.



Planning Commission Chairman

Some sections were rearranged or renumbered to include the new sections. As compared to the existing Sedro-Woolley city ordinance:

- Type that is underlined is new language.
- Type that is ~~strikethrough~~ is deleted language.
- Underlined type also includes sections that have been moved to improve organization, such as proposed paragraph 17.40.010(D), which is present in the current ordinance but in a different section.

Exhibit A

Chapter 17.40 SIGNS

17.40.010 ~~Intent~~General Provisions.

The intent of the sign regulations is to provide businesses and organizations an opportunity to advertise while minimizing sign clutter along the city's roadways. Signs along the two state highways shall be designed in a manner that is consistent with the guidelines for state scenic highways, either existing or as subsequently developed.

A. ~~No sign shall be erected or employed which that:~~

~~A1. Impairs scenic views or the appearance of the surrounding area;~~

~~B2. Creates traffic hazards by blocking vision or causing excessive diversion of attention;~~

~~C3. Is structurally incapable of withstanding stresses to which it is likely to be subjected;~~

~~D4. Contains flashing or uncomfortably intense light;~~

~~E5. Is designed to attract attention through mechanical or wind-generated movement; or~~

~~F6. Is employed without consent of the property owner; (Ord. 1451-03 § 7, 2003; Ord. 1013 § 3.02.01, 1985)~~

~~7. Is a festoon, banner, or pennant type sign.~~

B. Obsolete signs must be removed within 90 days of the change in business or offering. An "obsolete sign" is defined as any sign that advertises a business, product, or service that is no longer available or, for on-premises signs, no longer located on the same site on which the sign is posted.

C. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outer-most points of the signs lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double-faced signs, such as projecting freestanding or sandwich board signs with information on both sides, shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.

D. Except in residential areas, where only external illumination is allowed, signage may be either externally illuminated or have only letters internally illuminated. All lighting shall be directed so as not to shine onto adjacent residential properties or into the night sky.

17.40.020 ~~Size-Permanent On-Premises Signs~~restrictions.

~~A. All signage must either be externally illuminated or have only letters internally illuminated.~~

~~BA. In the residential zones, signs shall be limited to a total combined size of five square feet or one percent of the gross floor area of buildings, whichever is greater. Illumination shall be limited to~~

~~external illumination only. All lighting shall be directed so as not to shine onto adjacent residential properties.~~

~~CB.~~ In all other zones, the following size limitations ~~applies~~ apply:

1. All freestanding signs shall be ground oriented, ~~not to exceed fifteen feet in height. Each sign's area may~~ Area requirements shall not exceed two percent of the gross floor area of the buildings nor two hundred square feet total surface area, whichever is less. Though uses or business may overlap spatially, gross floor area shall not be claimed more than once in computing allowable size of signs. See also SWMC 17.40.010(D).

2. Facade signs must meet the size requirements listed below. ~~Signs must either be externally illuminated or have only letters internally illuminated.~~

Maximum sign area:

Facade Area	Maximum Sign Area
Less than 100 sq. ft.	15%
100—199	13%
200—499	10%
500—999	10% or 75 sq. ft. maximum, whichever is less
1,000—1,499	9% or 100 sq. ft. maximum, whichever is less
1,500—2,999	8% or 150 sq. ft. maximum, whichever is less
3,000 or greater	6% or 200 sq. ft. maximum, whichever is less

Maximum letter size for primary signs:

Distance from Primary Street	Maximum Letter Size
Up to 10 ft.	12 inches
10—25	18 inches
25—50	24 inches
50—100	36 inches
Over 100	48 inches

~~D. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outer most points of the signs lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double faced signs, such as projecting freestanding or sandwich board signs with information on both sides shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.~~

3. ~~Freestanding signs may not exceed 15' in height as measured from the centerline of the adjoining road to the top of the sign structure.~~

~~EC.~~ Freestanding signs shall meet the clear vision triangle requirements in the city code. (Ord. 1522-05 § 4, 2005; Ord. 1484-04 § 10 (part), 2004; Ord. 1451-03 § 7, 2003; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 3.02.02, 1985)

~~D. Each building may have one free-standing sign per frontage on a public right-of-way. Each business may have one facade sign per frontage on a public right-of-way.~~

17.40.025 Permanent off-premises directional signs.

The intent of this provision is to provide directional and location information to the general public about places of general interest, such as tourist information services, school or public recreational facilities, central business district or other special districts, historic sites, and regional developments; or, to provide information of a general community nature, such as those found at city entrance locations identifying the city and historic dates, or listing local service clubs and organizations or to provide business identification for sites located on a dead-end street. Such signs may be allowed, subject to the following:

1. Any such sign which is visible from a state highway shall be subject to approval by the Department of Transportation.
2. Approval of the owner of the property on which the sign is to be placed.
3. Location: any such sign shall not be placed where it may cause a hazard, or obstruct the vision of any driver.
4. Size: shall be no larger than necessary to clearly inform or direct the public. City identification/community service club type signs shall not exceed fifty square feet per side. Business identification directional signs on dead-end streets shall meet the following criteria: all units will have letters six inches in height, light color on a dark background, not longer than four feet per unit and meeting corner visibility requirements; details to be approved by the planning director for each installation.

~~5. Illumination: externally illuminated or letters only internally illuminated. (Ord. 1484-04 § 10 (part), 2004; Ord. 1451-03 § 7, 2003)~~

17.40.030 Temporary Signs.

1. "Temporary signs" are defined as exterior signs related to temporary sales or events. Interior and window signs are not regulated by this chapter.
2. Each business may have two temporary signs simultaneously, in addition to the allowed permanent signs.
3. No business may display any temporary signs more than 30 days a year.
4. All temporary signs must be permanently marked with the date the sign was erected. Signs without such marking shall be immediately removed as directed by the Code Enforcement Officer.

17.40.035 Sidewalk Signs.

1. "Sidewalk signs" include all a-frame, sandwich board, and other signs that are placed on a sidewalk.
2. Each business may have up to one sidewalk sign in addition to allowed temporary or permanent signs.
3. Sidewalk sign area may not exceed 24" x 36" on each face.
4. Sidewalk signs must be securely weighted or anchored to prevent movement.
5. Sidewalk signs must be brought indoors and out of the way of the general public during such hours that the business associated with the sign is not open for business.
6. Sidewalk signs must not interfere with vehicle or pedestrian traffic.
7. Sidewalk signs must not interfere with vision clearance triangles as described in 17.44.020

SWMC.

17.40.020040 Sign permit.

A. ~~All permanent signs shall require a sign permit in accordance with Chapter 17.72 except temporary signs made from inexpensive, disposable materials relating to temporary sales or events, provided that the zoning administrator may judge a sign as no longer temporary if it is employed for an unreasonably long time or if a succession of such signs occurs so as to constitute a continuous signing program; also provided, that but exemption from this permit requirement shall not exempt signs from the other provisions of this chapter. (Ord. 1484-04 § 10 (part), 2004: Ord. 1013 § 3.02.04, 1985)~~

B. A new or relocated business may use a single unpermitted interim on-premises sign to identify the business for 90 days while they permit and construct a permanent sign. Such an interim sign is not exempt from the other provisions of this chapter.

ORDINANCE NO.

AN ORDINANCE AMENDING SWMC 17.40 REGARDING SIGNS

Whereas, in response to several complaints received by the Planning Department and the Code Enforcement Officer concerning signs in the City, the Planning Department asked the Planning Commission to receive public input on the matter;

Whereas, a public hearing was scheduled for December 19, 2006 to take testimony on the sign ordinance. The hearing served as a forum for the community to provide input to the Planning Commission about the current sign ordinance so as to assist staff in its efforts to fine tune the ordinance to meet the goals of the community and local business owners;

Whereas, in an effort to involve as many local business owners and concerned citizens as possible, staff published notice of the hearing in the Community Calendar section of the December 7, 2006 Courier-Times, notified the Chamber of Commerce and personally invited many local business owners of the December 19, 2006 Planning Commission hearing;

Whereas, at the December 19, 2006 hearing, staff made a presentation explaining the issues and complaints concerning the sign ordinance. In that presentation staff pointed out some, but not all, of the issues that had surfaced, including: problems enforcing the temporary sign section of the ordinance, signs for businesses no longer in operation, and sidewalk signs. No members of the public at large commented during the open public hearing;

Whereas, the Planning Commission discussed the topics mentioned by staff and produced recommended changes to Chapter 17.40. A second public hearing on the issue was held at the January 16, 2007 Planning Commission meeting in an effort to solicit further public input;

Whereas, the Planning Commission's February 20th meeting was advertised in the Courier-Times as a public hearing where input on the sign ordinance would be discussed once more before final recommendations are forwarded to the City Council. The hearing was advertised in the February 14, 2007 Courier-Times.

Whereas, the Planning Commission recommends approval of changes to SWMC 17.40; and

Whereas, the City Council desires to accept the Planning Commission recommendations and amend the Sign Code; now therefore,

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

Section 1. SWMC 17.40 is amended to read as follows:

17.40.010 General Provisions.

The intent of the sign regulations is to provide businesses and organizations an opportunity to advertise while minimizing sign clutter along the city's roadways. Signs along the two state highways shall be designed in a manner that is consistent with the guidelines for state scenic highways, either existing or as subsequently developed.

A. No sign shall be erected or employed that:

1. Impairs scenic views or the appearance of the surrounding area;
 2. Creates traffic hazards by blocking vision or causing excessive diversion of attention;
 3. Is structurally incapable of withstanding stresses to which it is likely to be subjected;
 4. Contains flashing or uncomfortably intense light;
 5. Is designed to attract attention through mechanical or wind-generated movement;
- or

6. Is employed without consent of the property owner; (Ord. 1451-03 § 7, 2003; Ord. 1013 § 3.02.01, 1985)

7. Is a festoon, banner, or pennant type sign.

B. Obsolete signs must be removed within 90 days of the change in business or offering. An "obsolete sign" is defined as any sign that advertises a business, product, or service that is no longer available or, for on-premises signs, no longer located on the same site on which the sign is posted.

C. Size of signs includes the surface area, spaces and voids within a perimeter that connects the outer-most points of the signs lettering or devices, measured on the plane(s) to which the sign is oriented. Both sides of double-faced signs, such as projecting freestanding or sandwich board signs with information on both sides, shall be counted. Frames or supports containing information or constituting integral design elements shall also be included.

D. Except in residential areas, where only external illumination is allowed, signage may be either externally illuminated or have only letters internally illuminated. All lighting shall be directed so as not to shine onto adjacent residential properties or into the night sky.

17.40.020 Permanent On-Premises Signs.

A. In the residential zones, signs shall be limited to a total combined size of five square feet or one percent of the gross floor area of buildings, whichever is greater.

B. In all other zones, the following limitations apply:

1. All freestanding signs shall be ground oriented. Each sign's area may not exceed two percent of the gross floor area of the buildings nor two hundred square feet total surface area, whichever is less. Though uses or business may overlap spatially, gross

floor area shall not be claimed more than once in computing allowable size of signs. See also SWMC 17.40.010(D).

2. Facade signs must meet the size requirements listed below.

Maximum sign area:

Facade Area	Maximum Sign Area
Less than 100 sq. ft.	15%
100—199	13%
200—499	10%
500—999	10% or 75 sq. ft. maximum, whichever is less
1,000—1,499	9% or 100 sq. ft. maximum, whichever is less
1,500—2,999	8% or 150 sq. ft. maximum, whichever is less
3,000 or greater	6% or 200 sq. ft. maximum, whichever is less

Maximum letter size for primary signs:

Distance from Primary Street	Maximum Letter Size
Up to 10 ft.	12 inches
10—25	18 inches
25—50	24 inches
50—100	36 inches
Over 100	48 inches

3. Freestanding signs may not exceed 15' in height as measured from the centerline of the adjoining road to the top of the sign structure.

C. Freestanding signs shall meet the clear vision triangle requirements in the city code. (Ord. 1522-05 § 4, 2005; Ord. 1484-04 § 10 (part), 2004; Ord. 1451-03 § 7, 2003; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 3.02.02, 1985)

D. Each building may have one free-standing sign per frontage on a public right-of-way. Each business may have one facade sign per frontage on a public right-of-way.

17.40.025 Permanent off-premises directional signs.

The intent of this provision is to provide directional and location information to the general public about places of general interest, such as tourist information services, school or public recreational facilities, central business district or other special districts, historic sites, and regional developments; or, to provide information of a general community nature, such as those found at city entrance locations identifying the city and historic dates, or listing local service clubs and organizations or to provide business identification for sites located on a dead-end street. Such signs may be allowed, subject to the following:

1. Any such sign which is visible from a state highway shall be subject to approval by the Department of Transportation.

2. Approval of the owner of the property on which the sign is to be placed.

3. Location: any such sign shall not be placed where it may cause a hazard, or obstruct the vision of any driver.

4. Size: shall be no larger than necessary to clearly inform or direct the public. City identification/community service club type signs shall not exceed fifty square feet per side. Business identification directional signs on dead-end streets shall meet the following criteria: all units will have letters six inches in height, light color on a dark background, not longer than four feet per unit and meeting corner visibility requirements; details to be approved by the planning director for each installation.

17.40.030 Temporary Signs.

1. "Temporary signs" are defined as exterior signs related to temporary sales or events. Interior and window signs are not regulated by this chapter.

2. Each business may have two temporary signs simultaneously, in addition to the allowed permanent signs.

3. No business may display any temporary signs more than 30 days a year.

4. All temporary signs must be permanently marked with the date the sign was erected. Signs without such marking shall be immediately removed as directed by the Code Enforcement Officer.

17.40.035 Sidewalk Signs.

1. "Sidewalk signs" include all a-frame, sandwich board, and other signs that are placed on a sidewalk.

2. Each business may have up to one sidewalk sign in addition to allowed temporary or permanent signs.

3. Sidewalk sign area may not exceed 24" x 36" on each face.

4. Sidewalk signs must be securely weighted or anchored to prevent movement.

5. Sidewalk signs must be brought indoors and out of the way of the general public during such hours that the business associated with the sign is not open for business.

6. Sidewalk signs must not interfere with vehicle or pedestrian traffic.

7. Sidewalk signs must not interfere with vision clearance triangles as described in 17.44.020 SWMC.

17.40.040 Sign permit.

A. All permanent signs require a sign permit in accordance with Chapter 17.72 but exemption from this permit requirement shall not exempt signs from the other provisions of this chapter. (Ord. 1484-04 § 10 (part), 2004; Ord. 1013 § 3.02.04, 1985)

B. A new or relocated business may use a single unpermitted interim on-premises sign to identify the business for 90 days while they permit and construct a permanent sign. Such an interim sign is not exempt from the other provisions of this chapter.

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

Section 3. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this 28th day of March, 2007.

MIKE ANDERSON, MAYOR

Attest:

Patsy Nelson, City Clerk

Approved as to form:

Eron Berg, City Attorney