

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

February 13, 2008
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 February 5, 2008 Work Session)
 - b. Finance
 - Claim Vouchers #62519 to #62687 for \$527,029.12
 - Payroll Warrants #41879 to #41974 for \$232,622.97
 - c. Interlocal Agreement - Joint Purchasing with Douglas County Fire District No. 4
 - d. Street Closure Request - North Cascade Ford - Ferry Street - April 20, 2008
4. Public Comment (Please limit your comments to 3-5 minutes)

PUBLIC HEARING

5. Removal of Planning Commission Member

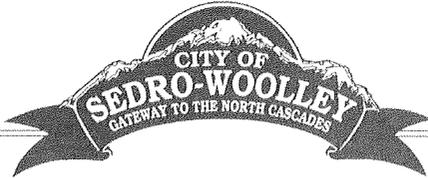
UNFINISHED BUSINESS

6. City Hall Update
7. Interlocal - Solid Waste (3rd reading)
Creating a new framework for Skagit County and Skagit County Cities & Towns for solid waste management of a county-wide solid waste system

NEW BUSINESS

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION/YES



DATE: February 13, 2008

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 February 13, 2008 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.

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
January 23, 2008 – 7:00 P.M. – Community Center

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

Mayor Anderson noted audience members Commissioner Sharon Dillon and School Superintendent Mark Venn.

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

Consent Calendar

- Minutes from Previous Meeting (Including January 2, 2008 Worksession)
- Finance
 - Claim Vouchers #62362 to #62437 for \$250,055.42
 - Claim Vouchers #62438 to #62518 for \$148,568.41
 - Payroll Warrants #41689 to #41782 for \$221,016.17
 - Payroll Warrants #41783 to #41878 for \$165,158.57
- Planning Commission Member Appointment – Patrick Huggins Resolution No. 763-08
- Out of State Training – Change Request – Police Department
- Final Acceptance – Borseth Sewer Project as constructed by Aaction Excavating Co.
- On-Call Professional Services Agreement – Garrison Engineering (*revised*)
- Construction Phase Professional Services Agreement – Geotest Services, Inc.
- Interlocal Agreement – Skagit County & City of Sedro-Woolley for Ballot Drop Box

Councilmember London moved to pass the consent calendar. Seconded by Councilmember Meamber. Motion carried (7-0).

Mayor Anderson reported on an agreement between Skagit County and the City of Sedro-Woolley for a ballot drop box. The box has been installed in the vicinity of the Post Office. The City has also placed an additional box for City utility payments.

Special Presentation – Sedro-Woolley School District Levy

Mark Venn – Sedro-Woolley School District Superintendent gave a power point presentation on the upcoming Levy. Venn addressed the positive results with the mandatory testing as well as the High School graduation rate which is one of the highest

in the area. He also addressed the levy process, the differences between a levy and bond, noting the levy being sought is a 2-year replacement levy and exemptions for senior citizens. Venn then answered questions from the Council.

Public Comment

No Public Comment received.

UNFINISHED BUSINESS

City Hall Update

City Attorney/Supervisor Berg provided an update on the progress of City Hall. He also reviewed and requested approval for Change Order 4, a contract for movers, authorization to award the phone system bid and the FF&E request through KCDA.

Councilmember Meamber moved to authorize the Mayor to sign Change Order 4 increasing the contract amount by \$52,384.86. Councilmember Lemley seconded. Motion carried (7-0).

Councilmember Galbraith moved to authorize the Mayor to select a moving company and execute an agreement in a form approved by the City Attorney for moving services in an amount not to exceed \$7,500.00. Seconded by Councilmember London. Motion carried (7-0).

Councilmember Meamber moved to award the bid for the new phone system to Dimensional Communications and authorize the Mayor to negotiate expanded City-wide services and sign the contract with Dimensional Communications. Councilmember Splane seconded. Motion carried (7-0).

Councilmember London moved to allow the Mayor to enter into a contract with Interior Development East through KCDA in the amount of \$90,315.82, excluding sales tax. Seconded by Councilmember Meamber. Motion carried (7-0).

Berg also addressed the high density storage and AV equipment for the Council Chambers.

Interlocal – Solid Waste

A lengthy discussion ensued regarding the proposed Interlocal – Solid Waste agreement.

Councilmember Requa moved to table discussion on the Solid Waste Interlocal. Councilmember Galbraith seconded. Motion carried (7-0).

A full transcription of the discussion is attached as *Attachment A*.

Ordinance – Clarification of the RCW 35A Adoption Ordinance

City Attorney/Supervisor Berg reviewed background information regarding the request to clarify the intent of Ordinance No. 1582.07. He noted there was a potential ambiguity within the ordinance in terms of the form of government the City intended to adopt by becoming a code city. The proposed ordinance would clarify the intent of the previous ordinance.

Councilmember Galbraith moved to adopt Ordinance No. 1600-08 An Ordinance Amending Ordinance No. 1582-07 to Clarify a Potential Ambiguity Regarding the Intention to be Governed by RCW 35A. Seconded by Councilmember Meamber. Motion carried (7-0).

Ordinance – Zero Side Setbacks in R-15 Zone

Councilmember Requa requested himself due to a conflict of interest and left the Council bench.

City Attorney/Supervisor Berg reviewed the background information regarding the proposed ordinance. He noted Council had voted on the new code language on October 10, 2007 but it was not presented in the proper Ordinance format. He noted this would correct the error.

Councilmember London moved to adopt Ordinance No. 1601-08 An Ordinance Amending SWMC 17.16 to Create a New Section Permitting Zero Side Setbacks. Councilmember Splane seconded. Motion carried (6-0-1 Councilmember Requa requested).

Councilmember Requa returned to the Council bench.

NEW BUSINESS

Ordinance – Proposed Amendment to SWMC 2.90.050 – Open Record Public Hearings

Planner Moore reviewed the proposed amendment to SWMC 2.90.050 – Open record public hearings. He noted the ordinance would establish time lines for projects to keep them moving in an orderly fashion.

Councilmember Lemley moved to adopt Ordinance No. 1602-08 An Ordinance Amending SWMC 2.90.050 Regarding a 120 Day Time Limit for Applicants to Submit Required Revised Application Materials. Seconded by Councilmember Galbraith.

Council discussion was held regarding a method for exceptions. Motion carried (7-0).

Ordinance – Proposed Amendment to SWMC 15.40-040 – Streets and Sidewalks – Classifications

Planner Moore reviewed the proposed amendment to SWMC 15.40.040 – Streets and Sidewalks – Classification. Moore noted the amendment will allow the use of private streets in zero side setback developments in the R-15 zone. The Planning Commission has reviewed the proposal and recommended approval.

Discussion ensued to include notations on front of plats or deeds for notification to future owners and requirement of signage for notification.

Councilmember Galbraith moved to adopt Ordinance No. 1603-08 An Ordinance Amending SWMC 15.40.040 Regarding Private Streets in the R-15 Zone for Zero Side Setback Developments. Seconded by Councilmember Colgan. Motion carried (6-0, Councilmember Requa abstained).

Ordinance – Annexation of Four (4) Parcels of City-Owned Property

Planner Moore reviewed the proposed ordinance for annexing four (4) parcels of city-owned property. The property locations are: 10476 South Third St. (Fire Department Training Facility); 10251 South Third St. (property adjacent to and west of the wastewater treatment facility); unassigned address (property adjacent to and east of the wastewater treatment facility) and unassigned address (property adjacent to the City Cemetery and Wicker Road.

Councilmember Lemley moved to adopt Ordinance No. 1604-08 An Ordinance to Annex into the City of Sedro-Woolley, City Owned Properties Including: The Fire Department Training Facility, Two Properties Adjacent to the Wastewater Treatment Facility and a Section of the City Cemetery. Councilmember Splane seconded. Motion carried (7-0).

BNSF Right-of-Way

City Attorney/Supervisor Berg provided an update of the results of a letter written by Mayor Anderson to BNSF via Staubach Company requesting to begin the process of allowing the City to potentially acquire some of their right-of-way. This project began as a result of the planned sewer project. Berg noted that interest has been received and the next step in the process would be to obtain an appraisal in order to enter negotiations. BNSF is interested in selling in a rail bank fashion which will require further research. No action is necessary at this time.

Discussion ensued regarding other potential buyers, reversionary provisions and Downtown Revitalization Committee plans.

New Parks Department Building Design

City Attorney/Supervisor Berg reviewed the submitted floor plan and building views for the new office building for the Sedro-Woolley Parks Department. Berg noted the Police Storage/Evidence building had gone out to bid. Based on information received from several contractors an addendum has been sent combining both the Parks and Police building within the same bid as a cost savings manner. Berg reviewed the recommended floor plan and some of the details for the Parks building. He noted the bid opening for both buildings will be February 1, 2008.

Some discussion was held regarding moving towards implementing a recreation aspect to the Parks Department. The need was expressed for adult recreational activities in addition to youth activities.

Ordinance – Leasehold Excise Tax

Clerk/Treasurer Nelson reviewed the proposed ordinance on Leasehold Excise Tax and reviewed the current process. The ordinance would not increase the rate paid by the leaseholder but simply allows the City to receive its local share.

Councilmember Galbraith moved to approve Ordinance No. 1605-08 An Ordinance of the City of Sedro-Woolley, Washington Imposing a Leasehold Excise Tax to Obtain the Local Share of Existing Taxes Collected by the State and Skagit County and Providing for Other Matters Properly Related Thereto. Councilmember Splane seconded. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Clerk/Treasurer Nelson – reported the Finance Department is busy closing out the books for 2007 and will be working on assembling the final budget for 2008 for Council.

City Attorney/Supervisor Berg – announced the addition of Bill Chambers as the City's IT Administrator.

Mayor Anderson – pointed out reports left for Council by Engineer Freiburger who is not in attendance tonight.

Fire Chief Klinger – noted the upcoming live fire training at the Sewer Treatment Plant on flashover training.

Police Chief Wood – noted they are moving over the next couple of days into their newly remodeled area and are looking forward to the City Hall project being completed.

Councilmember London – thanked staff for the repair of the hole on the road he lives in and reported a downed cable at the west end of the High School Parking lot.

Councilmember Lemley – gave kudos to the Fire Department crew regarding their inspections.

Councilmember Galbraith – spoke of a recent speeding incident on Dukes Hill and commended the Police department for being in the right place at the right time. He also questioned the status of the old Rite Aid building.

Councilmember Colgan – questioned the status of the Northwest Hardwood property.

Councilmember Requa – requested to be noted his abstention from Claim Voucher #62420 – Skagit Surveyors & Engineers. He also commented on the private street issue and notations on the face of plats.

Councilmember Splane – noted the work of WSDOT’s installation of pedestrian sign on Highway 20 and 9.

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

The meeting adjourned at 9:15 P.M.

Attachment A

Transcript of Solid Waste Discussion

Mayor Anderson: OK at this time we'll go to item number 8 which is the interlocal agreement second reading – Solid Waste and I guess this would be Eron.

Attorney Berg: This comes back to you for a second reading after our last meeting, you had a couple of concerns, I forwarded a letter to, well, I mailed a letter that the Mayor had written following up on your concerns to Skagit County. Actually I think I e-mailed it to them and I didn't actually receive a written response but were fortunate to have Commissioner Dillon here and I think some of her staff to assist in maybe responding to some of the concerns. The only thing I wanted to say about this is you may have seen the editorial in Sunday's paper and there are a couple of things that I think merit being said at the onset of the conversation. The first is that the Skagit Valley Herald seemed to link this interlocal agreement with a proposed project that's currently under permit review in the City of Sedro-Woolley. That's the Deluxe project. There is no linkage. Skagit County attorney has been very clear at the outset. I've been very clear at the outset. These are unrelated. The interlocal is a longstanding issue about governance. The project is just plain not linked. I think it would be inappropriate for that linkage to have been made. The second thing is the Herald seemed to kind of take exception that the City of Sedro-Woolley was taking some time and thinking about this contract. I guess I'd say a couple things about that. One, they seem to suggest that you shouldn't object to the idea of a veto because it's mandated in state law. I've yet to find any evidence that that's a factually accurate statement and I don't think that's what the County's attorney would say. It may be the best policy but I don't believe that's what the law says. Secondly, it suggested that the veto would only be exercised in the event the Solid Waste governing board acted illegally and that's an illogical statement. Because an illegal action is an unenforceable action just at the outset. The veto would only really be able to be utilized in the event the Solid Waste system governing board acted in a way that jeopardized the long term fiscal stability of the system. And in principal I don't think that's an objectionable thing. The concern that was discussed at the last meeting that we really haven't had any response to is that the combination of that coupled with the fact that the agreement eliminates the Solid Waste system governing boards capacity to budget effectively means that the scenario might look something like this: You have a staff driven budget, staff decides they want to have 24/7 operation at the

transfer station, which I don't think they would, it's just for the sake of painting the concern, so that's in the budget, so the Solid Waste system governing board then gets the budget and their only choice is up or down vote. They can't say well were going to reduce staffing to maintain the hours. So they vote it down. Well, not having a budget is obviously going to jeopardize a long term viability so then you got the veto trigger. You know the concern we discussed is one of functionality. It's not really about anything other than insuring that the system that gets built really works. So I'm not sure the Herald fully appreciated that and I thought that might be useful for that purpose. So I don't have anything else to add because I didn't have any additional information on this and I think there maybe a number of questions. I'm hoping you'll be able to hear directly from the County on those and then the last comment I would make is this is a deliberative body. At this point and time, Burlington has approved it, Anacortes has approved it, Mount Vernon hasn't heard it and I don't believe any of the other four communities have approved it yet. I don't think there is a huge rush. I think it's important to get it right and I think that's possible.

Mayor Anderson: At this time I'd like to welcome Sharon or the County staff to come up and speak and answers to questions.

Commissioner Dillon: Hi, I'm Sharon Dillon, Skagit County Commissioner, but also a resident of the City of Sedro-Woolley, 1116 Fidalgo St. As many of you know this is very close to my heart. I've been fighting for this for three years of the Cities having a more viable role in our Solid Waste system and Eron is right. This has nothing to do with anything but I want the cities to have more say in how we do solid waste. I've been working on this, I wanted to bring it forward and move it forward. I think we need to be a team in this. The cities contribute over 50 percent of the solid waste in Skagit County. They need to have more of a say. With this governance body and with the proposal that was made by the City of Mount Vernon the Skagit County Commissioners would sit on the this board as well and so any decisions that were made will be made with a cohesive governance with everyone sitting at the table. Everyone being there, the cities, the county, you'd have a, you'd be able to talk with each other, be able to work it out, be able to move it forward and go forward. I know there is a little bit of disagreement from our attorneys and yours on the, what the governance of the, from the state level that the county does have, should have and would have and could have the final say in what is Solid Waste. We believe from our attorney that we do have the overall jurisdiction over Solid Waste. We no matter who has it, whether it's private or

whether it's public the county does have and will be responsible for anything that happens on any solid waste facility in Skagit County and that's why we believe that we need that veto power just to satisfy the states. I don't believe, I personally do not believe that we would ever use it, because that is what the board is for. The board is for, to sit there and talk about and resolve all the issues that would be brought forward. And it, we should be able to work it out, that's the way that I envision it to be. I know I'm asking for trust, I know that the County in the past has probably not been the very best people to trust out there. I'll be the first one to admit it but I'm new, my fellow Commissioners have said that they are willing to work on this, they're willing to be pro-active, they're willing to listen to what the cities have to say and they're willing to make this system work for the good of the whole. And I think, I'm asking for your trust, I'm asking that you enter into this with some new vision and that we can put together a solid waste system that is the best for the whole county. My vision and I've said this many, many times when I was on the Council, when I was the Mayor that my vision for Skagit County waste is not one drop goes to a landfill. That's what I envision to see. If that is a conglomeration of private and public or if it's all public or if it's all private, that's a decision that WE as leaders have to make and that's why I would like to see this governance go forward because I think that's what we're tasked with is to make sure that the solid waste doesn't leave this county, that it's recycled or it's composted or whatever methods are out there but I think that's good stewardship of Skagit County waste and I think that's, that's what I want to see move forward with, so, questions? Jim Voetberg is here who is our Public Works Director/Engineer who is over the Solid Waste Department in our jurisdiction. So either one of us will be glad to answer any questions that you have.

Councilmember Meamber: I would just like to make a statement that I'm very glad along with the Mayor after reading these letters that you went ahead and come up with something for us to look at and you are including everyone. We have a few road blocks here in Sedro-Woolley but I'm really happy that you've taken the initiative Ms. Commissioner to move ahead on this and get something going and not wait till 2013. Thank you.

Commissioner Dillon: Thanks Ted.

Councilmember Splane: Now the question I have is on the liability for clean up costs for old landfills. For example if some other town has a big mess in an old garbage dump why the other cities would wind up theoretically having to pay to clean it up.

Commissioner Dillon: And I don't think they would, right now they're looking at Marches Point which needs to be cleaned up and as you know, I think you know anyway, people are being asked whether they took garbage to that particular site. Anyone that has deposited Solid Waste to that site would be liable for any of the clean up. And I don't believe that it will all be lumped into one lump sum. We have, in Sedro-Woolley we have our Bassett hill site, that I'm not sure that anyone else is going to want to pay for that clean up if somehow it bubbles or does whatever it's supposed to do. So, I don't think that the City of Sedro-Woolley will be asked to pay for any clean up that they have not contributed to the dumping of it.

Attorney Berg: Well, Sharon, Section 2.5 is what captures that and what it specifically does is rolls into the system cost which becomes the tipping fee that everybody pays. All municipal liability for disposal clean up costs anywhere in Skagit County or in any of the City's that are parties to the agreement. So, I think it says exactly that, that so

Commissioner Dillon: So, so

Attorney Berg: So Whitmarsh for example will be cleaned up and the tab will be born by the County and then passed on to everybody as a system cost, so the residents of Sedro-Woolley would be paying for that via their tipping fee and vice versa, if Bassett needed a clean up then you know

Commissioner Dillon: Then everybody would be

Attorney Berg: I think that is, I believe that was the intent and I think that's what the contract says.

Commissioner Dillon: And you could be right. I forget that part of it.

Mayor Anderson: Was that in the original?

Commissioner Dillon: Yes

Mayor Anderson: Agreement too?

Commissioner Dillon: Yes, as far as I know it was

Attorney Berg: No, no, it's not in the original interlocal. That's a new add to

Mayor Anderson: Cause I know that's a concern of mine too. I've talked to some past Mayors, Spud and we did ours, Bassett and Riverfront and it sounds to me like we did it right. We spent a lot of money, I don't think Anacortes did anything on theirs out there at Whitmarsh and I'm kind of wondering why we would want to get into an agreement where we have to start paying for their clean ups when we spent our money. Now if there's a way where we can maybe eliminate that liability were we're not going to have to pay for something, it would make it easier for me to

Commissioner Dillon: Well I think the object of this was if were in it for one thing were in it for everything instead of splitting certain things out and I think that's the way it was so.

Mayor Anderson: You could be into millions of dollars cleaning up, there's dozens of landfills out there that need cleaning up in this County.

Councilmember Requa: Sharon, since I talked to you on the phone the other day I went and got a copy of the Skagit County Comprehensive Solid Waste Management and I've gone through this thing and I've also went through the agreement that's in place today and it's raised more questions than I have answers for and some of the answers that I've received so far pose more questions, basically. Now this issue on landfills, in our business whenever we turn in an application for a division of land and we get a staff report back from your staff and there's, and the water requirement for that, for supplying those lots happens to be a well, there's a map in your office that shows all of the identified old landfills and the staff on the staff report will come back to us and say OK this proposal is within 1000 feet of one of these old landfills. And we have to have you put a note on the face of that say short plat that the buyer needs to beware that the well that they're putting down is within 1000 feet of landfill, that landfill has not been addressed as far as whether it's a hazard to that source of water and on that map there's somewhere around twenty or so of them landfills in the rural Skagit County area. No like at the end of Pipeline Road, at the end of Pinelli Road there's a lot of them out there. And one of the things that I see in the new agreement is this add on for these clean ups if DOE or the EPA's would say lets do it or you have to clean them up and that's a considerable number of those landfills out there and that concerns me from the standpoint are the Cities going to be strapped with cleaning landfills that were the County's responsibility under the Solid Waste Management Plan. You know the way it's written in here.

Commissioner Dillon: Uh- Huh

Councilmember Requa: It says in here that this plan is if those landfills are deemed to be a hazard, they will have to be cleaned up and they were County landfills. Granted maybe some cities brought garbage to those landfills but it's the cities responsibility. That's one thing that concerns me, the other thing that concerns me is, I'm trying to figure out where the County, where you stand on privatization. Because under the current plan, what I see under the current plan is a much more predictable process for privatization to take place because they only have to deal with you. Because in the plan here it says that you shall negotiate with a private entity and if its deemed acceptable and fills the bill to protect the publics health, welfare and safety then you shall negotiate with them and come up with a plan to allow them.

Commissioner Dillon: Um-huh

Councilmember Requa: And you've already done that with Waste Management and you've already done that with other recyclable people. I'm trying to understand that if we enter into an agreement that's being proposed here that brings in all the other cities that will have the ability to have to negate what one other City wants to do, really concerns me, and like I said earlier I have a lot of questions that I haven't got answers to and I'm not ready to adopt this until we at least have a work shop and we can at least sit down and say OK here's the questions what if this takes place and if its under the old agreement am I wrong about the predictability of the old agreement or am I right? I don't have the answers to this, it's very confusing to say the least when you go through 267 pages of this thing and a couple of these agreements that go with it and then try to figure out well, why would we want to enter into an agreement that puts more controls on what we would want to do here in the City.

Commissioner Dillon: And I guess that the questions that you're going to have to come up with yourself. If you, and I'll be real just real blunt here, if you, if that's, if you feel that in 2013 the City of Sedro-Woolley is going to go off and do their own thing than that's fine. You know, that's your decision to do. When I started this we did feasibility on it and the only way to keep our costs down was to be united and to have all the solid waste going to one place at one time. I mean that was made very clear. You deal in volume, if you don't deal in volume your price goes up and that's where a lot of this started is that I wanted to make sure that the City's had their say and that the County could not say yea or nay all by themselves. That this was a

process that the whole county enter into because it was a whole county problem and that's where this whole thing started.

Attorney Berg: And correct me if I'm wrong, this agreement doesn't supersede or change the Solid Waste Comp Plan

Commissioner Dillon: No

Attorney Berg: What it does do is require before the Comp Plan is adopted or amended that it be reviewed by the new board just in an advisory capacity, basically it's like the Planning Commission.

Commissioner Dillon: Right, right, right now the County Comp Plan is the only Comp Plan that is adopted by anyone. And the City of Sedro-Woolley actually adopted it with the change, if you'll look back. We have a change, ours is not that plan.

Attorney Berg: Well, were just sticking with our past course. We got to change.

Commissioner Dillon: You might want to read the change that we put in there. So.

Councilmember Requa: What's in the plan today that Skagit County Comprehensive Solid Waste Management Plan, what it says in the resolution if we adopted this new plan, if all the cities did this and went forward then there would be conflicts with that plan

Commissioner Dillon: No

Councilmember Requa: with the plan that's in place, with the management plan. I know that there's at least a couple in there that would be conflicts.

Commissioner Dillon: I guess I'm not seeing it because that stands by itself.

Jim Voetberg: One of the reasons why I'd like to see this governance board created as soon as possible because one of the first issues that needs to be addressed is the Comp Plan. There is a revised comp plan in place but staff has not brought it to the board for consideration because we'd like to have the new governance board adopt this plan and it addresses some of those conflicts that you mentioned. So again there is some urgency to get this board because there are some very critical issues that need to be addressed for solid waste. The comp plan is one, the long term viability of the existing facility is one, if a company comes in and wants to provide service. We would like to see this board in place

so that they can make a determination on whether the community wants to do this or not.

Councilmember Requa: When you say the long-term viability of the system are you talking about the County's Solid Waste transfer station.

Jim Voetberg: Yes, yes there are some decisions that have to be made on it's, right now it's inefficient and there are some issues with it. Some direction needs to be made by this future governance board on what's going to happen with this facility. Do we upgrade it, do we not. But these are the very questions that this new governance board, we want to bring forward and let them make the decision, give us directions on this.

Councilmember Requa: Are there plans to, once this were, if it were to be ratified by all the City's are there plans then to go forward with upgrading that.

Jim Voetberg: Once the governance board is in place then we will bring this issue to the governance board. We will, we have some studies done, we have some plans done, I'd like to bring the new board on a field trip to look at our facility as well as a well, more modern facility so that they can see what, where we are today and what is a well run operating facility and walk them thorough the process and this governance board will give us directions.

Councilmember Requa: See this, this is another part of the unanswered questions that really bothers me about this process because statistically and historically it's been proven that privatization can do this process of solid waste management better than anybody else. And the statistics that have come out that show what's being done right here in the Pacific Northwest let alone across the country compared to what your office has said it's going to cost to upgrade Ovenell it's proof in the pudding. And if your saying that we need to hurry up and ratify this thing so that you can show us, Sedro-Woolley, what you're going to do to upgrade Ovenell and you have the veto power plus you have a higher percentage we don't have any say in whether you upgrade that or not. Our percentage is so low,

Jim Voetberg: I guess I look at this as a community, not just one City whether it's Sedro-Woolley, Anacortes, Mount Vernon, that this is really a community wide issue and the governance board has to put on their community hat not just a City hat because yes there can be decision that might help a particular City but this is really for the community. It can't be just for residents of Sedro-Woolley or the residents of Mount Vernon. This is really a community wide issue

and that's why we want the community, each city and the Commissioners all to have a say and a voice in it, because these are critical and long term issues and they are important for everybody.

Councilmember Requa: Well when you look at our voting power under this agreement we don't really have that much of a say compared to what the existing agreement already offers us.

Jim Voetberg: With the existing one you have zero. So

Commissioner Dillon: Yeah, pretty much.

Jim Voetberg: But its, this is a forum for each community to weigh in and privatization there should be a good discussion on privatization and whether that should be the route and it shouldn't be just the Commissioners making that decision it should be the towns and the cities who will be affected to have their voice put in.

Councilmember Requa: Well then correct me if I'm wrong about this, under the current agreement, if a private entity wants to come into Burlington or Mount Vernon or Anacortes or any of the cities and do a private solid waste handling process, clean and dirty, both of them not just recycle, under the current agreement they can go, they go to that entity, they first get their clearance through the building permit process and the SEPA process, then they go to you and you have to negotiate with them according to that existing agreement and if they fit the bill for everything that's in this Solid Waste Management Plan you have to approve it and if you don't and its arbitrary and capricious it goes to Superior Court. It says right in that agreement that they have that right to do that. You go to the new agreement they don't have the right and three or two of the larger City's or one of the other City's says "no we don't want that to happen in Burlington" and the County has even the highest percentage of all and they say "no we don't want this to happen" because we want our own taj mahl out at Ovenell. Then it's a done deal, it doesn't happen. So why would we enter into a new agreement that doesn't have that flexibility and Sharon, I understand what you're trying to do but there's some bugs in this thing that need to be worked out.

Commissioner Dillon: But what you don't understand is that, this is where this whole thing started. This whole thing started with a private company wanting to come in and take a part away, part of the garbage, part of the solid waste system away. And the City's said NO. If you do this you're taking a third of our solid waste away. Taking a third of the solid waste away will raise tipping fees for the City's till 2013.

That's where this whole thing started is the County said we want to do this, it's our right to do this, we have the right to say that you're going to do this and you will adhere to this, it's where it all started

Councilmember Requa: Um-huh

Commissioner Dillon: is because one entity said they will do this and the other seven were not asked one bit about their opinion or asked is this what you want to do. Is this not what you want to do. What do you want to do.

Councilmember Requa: Is this for recyclables only.

Commissioner Dillon: No, NO. It was not recyclables only.

Councilmember Requa: When did that happen.

Commissioner Dillon: 2003, 2002

Attorney Berg: Your talking Cimmeron

Commissioner Dillon: Cimmeron

Attorney Berg: It was the Cimmeron thing.

Commissioner Dillon: They were taking garbage, they were taking everything.

Attorney Berg: That was 03

Commissioner Dillon: They were taking a third of the garbage well solid waste. Sorry, Leo.

Councilmember Requa: and tipping fees were going to go up

Commissioner Dillon: If you take the third of the waste stream out and we still had an obligation as the City's and County to pay our debt service and to pay whatever we were going to pay at the transfer station, yeah, they were going to go up. There's no way you can take a third of the garbage away and everything else stay status quo over here. You still have all the debt, you have all the expenses, you have all the things you have to do and its not going to up, that's just economics. And that's why this whole thing started and that's why I want the City's to have a say. I do not want one entity to control everything that happens in Skagit County, I think that's wrong. And you're wrong when you say the City has a majority because

we don't, the County, if the City's are all together than you guys have the most. So if you band together, you out vote us.

Councilmember Requa: I was talking about one entity alone. You look at the percentage.

Commissioner Dillon: Then you have to talk a good talk. Which is right, to me if an entity out there has a proposal that is a very good viable proposal then the other entity's need to listen and they need to be part of it and they need to take that into consideration. I mean as I said earlier my goal is to have zero going to any landfill and if that has to do with private or public you know, great, I think it's wonderful.

Councilmember Requa: Does the new agreement have the same caveat in it that's in the current agreement about arbitrary and capricious.

Attorney Berg: Is that language actually in the existing interlocal or is that in the Comp Plan?

Councilmember Requa: No, it's in the, it's in the, that document is part of this plan, it's in here.

Attorney Berg: Ok, so the Comp Plan isn't changed by the new interlocal, other than, your correct the solid waste system governing board does have the final say on I think site designation and approving system operator agreements.

Councilmember Requa: Yes

Attorney Berg: And so, no there's no language in the current agreement that says if it's denied, I think the way it's viewed is that's a propriety function and you know I don't want to speak for Will and by the way Will Honea would be here but he was at a flood meeting in Seattle all day so he was probably stuck in traffic still, but I think what he would tell you is that's a propriety function as opposed to a vested right type function and that if you add language like that then you're unnecessarily opening up the government to litigation over something that they don't have to litigate over. It's different than a land use permit. But no, to answer you question it's not in this draft. As I read it, the Solid Waste System Governing Board by majority vote could say no and that would be the end of the line for a proposal.

Councilmember Requa: Well, just on the two issues of the landfill clean up and the

privatization concerns I have, I would like to see us table this to a work shop so we can get some of these questions out on the table and answered.

Councilmember Galbraith: Make a motion. I'll second it.

Councilmember Requa: I so move.

Councilmember Galbraith: Second.

Mayor Anderson: So who seconded it.

Councilmember Lemley: Hugh

Mayor Anderson: OK I guess we got a motion by Councilman Requa, second by Councilman Galbraith to table discussion on Solid Waste Interlocal. Any more discussion.

Councilmember London: Is there, do we know why Mount Vernon hasn't looked at this yet.

Attorney Berg: It just hasn't made it to their agenda. It'll be on their next agenda.

Jim Voetberg: I think it's tonight.

Attorney Berg: Oh, is it tonight.

Jim Voetberg: I think they have it on their agenda.

Attorney Berg: They had taken it to a committee and so there's no

Requa: Have any other cities other than Anacortes and Burlington addressed it yet.

Commissioner Dillon: Concrete is doing it on their first meeting in February. Lyman and Hamilton (undecipherable)

Councilmember Requa: You know if they wanted to participate in our work shop, could we do that, if they had questions about it, I mean we could get together with the other towns that haven't done this

Mayor Anderson: The next work shop what the fourth

Attorney Berg: Well it's February 5th but you know you're not going to be there that night.

Mayor Anderson: I won't be

Councilmember Requa: I don't know if that appropriate to do something like that.

Attorney Berg: It may be better just to do it at your next regular meeting and we just build an agenda that sets aside a little more time if your amenable to that. That would be February 13th.

Councilmember Splane: Well I'd like the liability issue clarified on old abandoned

Attorney Berg: and that's what I was going to ask you is what would you like to know in more detail and I guess one question that I, you know that I'm interested in from the County is, well the question for the County that wasn't answered but I kind of got a sense is the County, is this take it or leave it, is this all there is or is there still room to talk because you know the response I got from Will was essentially there it is and yet the elected bodies never had a chance to look at it before there it was and so if this is all there is that changes the complexity of our future conversation if there's still room for negotiation then that's, it'll be a, you know you don't have to answer right now, but I think it's important for the City Council to know is it an up or down vote or do they actually get to negotiate the terms of this agreement?

Jim Voetberg: Well the difficulty is with eight different towns and cities if we already have two that passed it, Mount Vernon indicated to me today that they would pass it, Concrete I believe is going to pass it, LaConner, I think one of my staff's talked to them, they're in favor of it so you'll have some approve it then if somebody else wants to change it then you have to go clear back to the beginning

Attorney Berg: No

Jim Voetberg: to do it so you, from my point of view you know, it's very difficult to get eight communities to agree to one thing you've got eight of the highest elected officials, you've got eight attorneys, forty plus Councilmembers, to get something everybody wants, I joked with somebody we could argue a week over whether we should put the page number in the center or on the right hand side, we could go back and fourth and

Attorney Berg: We'll yield the footers to the County, we're more interested

Councilmember Galbraith: It means take it or leave it

Jim Voetberg: So the short answer is I don't know what would happen if Sedro-Woolley would not pass it, whether it would be a desire to try to start back from square one, at the same time there are some very critical issues that need to be addressed and if they can't be addressed soon then I would have to go to the Board of Commissioners for direction but I'd rather see this new governance board provide that direction. It's not a clear answer but it's closer to an up and down. I don't mean to sound real pushy or offensive but you can understand the difficulty to try to get so many different bodies to agree to one complex issue.

Attorney Berg: That's true, although we've actually had just last year we had an interlocal I think on radio frequency sharing and also on law enforcement that we approved twice because we approved it and Burlington wanted to modify something so we approved it a second time after they modified it so it's, you know that is the way it works because somebody has to go first and somebody has to go last unless everybody signs it then you don't have a deal. So

Mayor Anderson: I just want to state I think this has been a very healthy discussion. I think this is how City democracy works and I'm glad that you guys have taken this serious. You've brought up something that I didn't even, you know, that's why we have this two reading rule, the last time it wasn't the liability issue of other landfills that I even spotted or thought about and then it's been discussed the last couple of weeks and to me that's a real sticking point. So let's have a vote. All those in favor to table it say aye. Aye OK Tabled to the next council meeting. The next official council meeting.

Attorney Berg: I'm still is there anything you want

Councilmember Colgan: I'd like for you to find out how many landfills are in the County that do need to be cleaned up at this time that you know of.

Attorney Berg: Because that's going to be both

Councilmember Galbraith: If you're going to do that it should go a little further than that, we should know if we dumped there.

Councilmember London: I think the County's whole intent in this is to spread the cost rather than go through a bunch of litigation to try to figure out who the heck dumped the garbage there. That's kind of the sense I got from Will when I talked to him and that's the reason they structured it the way they did with the exception of Marches Point or wherever you said that landfill was where they can identify whose liable for that.

Attorney Berg: That one would not be an exception, and yeah, he said one for all and all for one. OK you'd like to know how many landfills there are in Skagit County.

Councilmember Requa: Well there is a map.

Attorney Berg: Does that include the municipal landfills or just the County

Mayor Anderson: Yeah, all in the County

Attorney Berg: Ok well that's easy to get

Mayor Anderson: And which ones maybe been contained

Attorney Berg: Is there something else you'd like to have that would help your discussion.

Councilmember Galbraith: Which ones of those landfills would be considered a problem. They know some of them are. They already know.

Councilmember Splane: Probably the ones that have already properly contained and what not.

Councilmember Requa: I have a list I can provide you.

Attorney Berg: OK, and some of those are probably be beyond my capacity to answer but

Councilmember London: The issues of privatization is really strong issue with me and how that applies under this governance board versus the old agreement. Much like Louie its something that we see as the quickest move in the direction in creating recycle rather than landfill or just solid waste going to landfills and that's something that we all have a responsibility to address and privatization may be the quickest way to get that done and I would not like to see anything in this agreement that would impede that possibility, or that option I should say.

Councilmember Requa: There's another and maybe Will could be at this worksession, you know for instance the County has already granted Waste Management and others to do strictly recycling curbside or whatever it may be construction recycling under the old plan, when you start adding into the so called dirty garbage the garbage bag and recycle from that I'm trying to figure out why that's different.

Councilmember London: Does that not also impact the tipping fee.

Councilmember Requa: Well, its got to be held to a landfill, yeah.

Attorney Berg: Well it does impact the tipping fee, you know the County has made that point in the past and I think the comment from the County before Commissioner Dillon was there was that they kind of look the other way on the diversion from the MSW stream recycling because recycling is obviously a good thing. Is that accurate.

Commissioner Dillon: That was one Commissioner's point of view, yes.

Attorney Berg: OK well there you go.

Councilmember London: But still when you think of the overall tonnage that takes away from the tonnage

Attorney Berg: That's exactly

Councilmember London: and tipping that has to be divided, we're already doing it.

Attorney Berg: Now remember, and I know you tabled this and here we are still talking about it but the whole idea of a system operator agreement is that you capture the system costs and you know, I sort of remember the Cimmeron thing but I wasn't as directly involved in it then, it seemed to me what got missed there was an appropriate system fee that allowed for the diverted County waste stream to still generate revenue to the system that didn't result in a tipping fee increase overall. You know that's all part, it really is just economics and it's not that complicated. But it's also not impossible to figure out how to do it. So, alright, I've got that you'd like to understand the affect of the proposal on potential privatization, essentially efforts to accelerate diversion and recycling, anything else that we might be able to get for you, you want to invite Will Honea if he's willing to talk to you directly.

Councilmember Requa: Yeah

Attorney Berg: I think that would be useful because I can really answer some of the questions that I know he would be able to answer.

Mayor Anderson: I think when you go to Kauai next week you should lay on the beach and think about all these things. OK let's go to item number nine.

END

CITY OF SEDRO-WOOLLEY

Work Session of the City Council
February 5, 2008 – 7:00 P.M. – Community Center

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

ROLL CALL: Present: Mayor Pro-Tem Ted Meamber Councilmembers Tony Splane, Louis Requa, Pat Colgan, Hugh Galbraith (Late), Rick Lemley and Dennis London.
Staff: City Attorney/Supervisor Berg, Clerk/Treasurer Nelson and Planner Moore.

Planner Moore handed out information on a Low Impact Development Seminar at Padilla Bay.

Annexation Request

- State law requires an informal and preliminary discussion between Council and proponents of annexation. Discussion was held on the annexation process and how this request cannot be finalized until the sub-division moratorium is lifted which requires an upgrade of the Metcalf sewer line. Council consensus was to ask petitioners to work with the Planning Department to notify neighbors to see if additional parcels should be included in the annexation petition.

Police/Parks Buildings

- City Attorney/Supervisor Berg reviewed the process, history and bid. He noted upon the Janicki purchase of the existing City Hall building they will lease the evidence area to the City until the new structure is completed.

Councilmember London moved to accept the low bid and authorize the Mayor to sign the contract with Colacurcio Brothers to build the new police evidence and parks department buildings in the base amount of \$379,600.00. Seconded by Councilmember Requa. Motion carried (6-0).

City Hall Update

- City Attorney/Supervisor Berg updated the Council on the construction status including the telephone system. The proposed City-wide phone system would allow for City-wide computer network as these phones are actually on the same network using the same switches, etc. Various current costs would be eliminated.

Councilmember London moved to authorize the Mayor to sign Change Order #1, including Option #1. Councilmember Colgan seconded. Motion carried (6-0).

Council Committee Structure

- City Attorney/Supervisor Berg expressed Mayor Anderson's wishes for an effective committee structure and to allow each Councilmember (except Mayor Pro-Tem) to chair a committee. Discussion ensued with Councilmember Meamber and Councilmember Splane switching as Chair of the Utilities Committee.

Miscellaneous Information

- McGargile/Fruitdale Open House – is scheduled for tomorrow, Wednesday, February 6, 2008 at Evergreen Elementary School.
- Councilmember London will represent the City at the monthly Chamber of Commerce meeting and luncheon tomorrow, Wednesday, February 6, 2008.

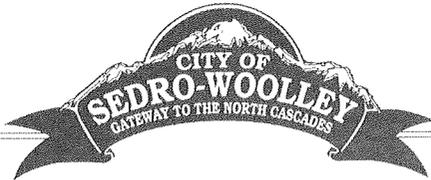
Executive Session

The meeting adjourned to Executive session at 8:32 P.M. for the purpose of personnel and possible litigation for approximately 30 minutes with no decision anticipated.

The meeting reconvened at 9:02 P.M.

Councilmember London moved to adjourn. Seconded by Councilmember Lemley. Motion carried (6-0).

The meeting adjourned at 9:03 P.M.



DATE: February 13, 2008
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 February 13, 2008.

Motion to approve Claim Vouchers #62519 to #62687 in the amount of \$527,029.12.

Motion to approve Payroll Warrants #41879 to #41974 in the amount of \$232,622.97.

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
62519	SKAGIT CO. DISTRICT COURT	COLLECTION SERVICES	SWR	26.50
		COLLECTION SERVICES	SAN	26.50
		WARRANT TOTAL		53.00
62520	SEDRO-WOOLLEY POSTMASTER	POSTAGE	SWR	233.53
		POSTAGE	SAN	233.53
		OPERATING SUPPLIES	SWTR	233.53
		WARRANT TOTAL		700.59
62521	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	147.00
		MISC-FILING FEES/LIEN EXP	SAN	147.00
		WARRANT TOTAL		294.00
62522	ADS EQUIPMENT INC	MAINT OF GENERAL EQUIP	SWR	49.33
		WARRANT TOTAL		49.33
62523	ADVANTAGE BUSINESS &	SUPPLIES	JUD	251.62
		WARRANT TOTAL		251.62
62524	ACTION COMMUNICATIONS INC	MACHINERY AND EQUIPMENT	FD	219.54
		MACHINERY AND EQUIPMENT	FD	18,574.31
		WARRANT TOTAL		18,354.77
62525	ALL-PHASE ELECTRIC	REPAIRS & MAINTENANCE	PD	52.92
		REPAIRS/MAINT-EQUIP	FD	52.92
		OPERATING SUPPLIES	ST	137.06
		OPERATING SUPPLIES	ST	34.11
		MAINT OF GENERAL EQUIP	SWR	75.09
		WARRANT TOTAL		352.10
62526	ALPINE FIRE & SAFETY	OPERATING SUPPLIES	CS	110.75
		OFFICE/OPERATING SUPPLIES	PD	113.51
		SAFETY EQUIPMENT	ST	85.70
		SUPPLIES	LIB	42.66
		OPERATING SUPPLIES	SWR	182.30
		WARRANT TOTAL		534.92
62527	LLOYD H. RUSSELL	REPAIRS/MAINT-EQUIP	FD	561.60
		WARRANT TOTAL		561.60
62528	ARAMARK UNIFORM SERVICES	LAUNDRY	CS	31.58
		OPERATING SUP - COMM CENTER	PK	50.14
		OPERATING SUP - SENIOR CTR	PK	16.19
		OPERATING SUP - SENIOR CTR	PK	16.19
		REPAIRS/MT-COMMUNITY CTR	PK	50.14
		MISC-LAUNDRY	CEM	18.45
		MISC-LAUNDRY	CEM	18.45
		MISC-LAUNDRY	ST	22.35
		MISC-LAUNDRY	ST	19.06
		MISC-LAUNDRY	ST	22.35
		MISC-LAUNDRY	ST	19.06
		LAUNDRY	SWR	29.49

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		LAUNDRY	SWR	21.93
		LAUNDRY	SWR	29.49
		LAUNDRY	SWR	21.93
		WARRANT TOTAL		386.80
62529	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	95.20
		AUTO FUEL	CS	30.70
		AUTO FUEL	CS	55.83
		AUTO FUEL	PD	1,400.19
		AUTO FUEL	PD	1,284.55
		AUTO FUEL/DIESEL	FD	447.60
		AUTO FUEL/DIESEL	FD	310.50
		AUTO FUEL/DIESEL	PK	139.12
		AUTO FUEL/DIESEL	ST	332.92
		AUTO FUEL/DIESEL	ST	319.32
		MAINT OF GENERAL EQUIP	SWR	49.17
		AUTO FUEL/DIESEL	SWR	204.15
		AUTO FUEL/DIESEL	SWR	221.83
		AUTO FUEL/DIESEL	SAN	504.63
		WARRANT TOTAL		5,395.71
62530	AT & T	TELEPHONE	JUD	1.38
		TELEPHONE	FIN	27.01
		TELEPHONE	LGL	13.77
		TELEPHONE	PLN	22.04
		TELEPHONE	ENG	52.34
		TELEPHONE	INSP	23.42
		TELEPHONE	SWR	12.11
		WARRANT TOTAL		152.07
62531	AT&T MOBILITY	TELEPHONE	PD	718.72
		WARRANT TOTAL		718.72
62532	BANK OF AMERICA	MEALS/TRAVEL	EXE	20.00
		OFF/OPER SUPPS & BOOKS	INSP	519.24
		WARRANT TOTAL		539.24
62533	BANK OF AMERICA	CONSTRUCTION	CH	58.27
		WARRANT TOTAL		58.27
62534	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS		303.50
		WARRANT TOTAL		303.50
62535	BARNETT IMPLEMENT CO. INC	SMALL TOOLS/MINOR EQUIP	ST	48.49
		WARRANT TOTAL		48.49
62536	BANK OF AMERICA	TRAVEL	LIB	7.00
		EARLY LITERACY	LIB	124.83
		EARLY LITERACY	LIB	125.20
		BOOKS, PERIOD, RECORDS	LIB	132.22
		WARRANT TOTAL		389.25

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62537	BANK OF AMERICA	OPERATING SUPPLIES	CS	231.01
		MACHINERY & EQUIPMENT	PD	336.00
		SMALL TOOLS & MINOR EQUIP	FD	635.96
		WARRANT TOTAL		1,202.97
62538	BAY CITY SUPPLY	OPERATING SUPPLIES	CS	93.44
		OFFICE/OPERATING SUPPLIES	PD	46.07
		OFFICE/OPERATING SUPPLIES	PD	15.72
		OPERATING SUPPLIES	FD	46.07
		OPERATING SUPPLIES	FD	15.72
		OPERATING SUP - SENIOR CTR	PK	58.38
		OPERATING SUP - LIBRARY	PK	64.01
		OPERATING SUPPLIES	SWR	16.53
		CONTAINERS	SAN	2,008.44
		WARRANT TOTAL		2,364.38
62539	BIGGAR, ROB DBA	PROFESSIONAL SERVICES	SWR	1,254.00
		WARRANT TOTAL		1,254.00
62540	BIRCH EQUIPMENT CO INC	EQUIPMENT RENTAL	SAN	752.20
		WARRANT TOTAL		752.20
62541	BLUMENTHAL UNIFORM & EQUIP	UNIFORMS/ACCESSORIES	PD	206.26
		UNIFORMS/ACCESSORIES	PD	10.89
		UNIFORMS/ACCESSORIES	PD	394.33
		UNIFORMS/ACCESSORIES	PD	199.50
		WARRANT TOTAL		810.98
62542	BOARD FOR VOLUNTEER	PENSION-VOLUNTEER FIREMEN	FD	2,100.00
		WARRANT TOTAL		2,100.00
62543	BROWN & COLE STORES	SUPPLIES	ENG	8.99
		OFFICE/OPERATING SUPPLIES	PD	49.40
		WARRANT TOTAL		58.39
62544	CENTRAL WELDING SUPPLY	OPERATING SUPPLIES	CEM	176.06
		SMALL TOOLS/MINOR EQUIP	ST	215.88
		WARRANT TOTAL		391.94
62545	CINTAS CORPORATION #460	UNIFORMS	FD	42.24
		UNIFORMS	FD	42.24
		WARRANT TOTAL		84.48
62546	CITIES INSURANCE ASSOC.	OPERATING SUPPLIES	SWR	990.41
		WARRANT TOTAL		990.41
62547	COASTAL WEAR PRODUCTS	OPERATING SUPPLIES	ST	343.20
		WARRANT TOTAL		343.20
62548	COLLINS OFFICE SUPPLY, INC	SUPPLIES	LGS	65.01
		SUPPLIES	JUD	144.44
		SUPPLIES/BOOKS	PLN	42.75

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		1,209.60
62557	DRAGER SAFETY INC.	MACHINERY AND EQUIPMENT	FD	1,006.82
		WARRANT TOTAL		1,006.82
62558	E & E LUMBER	REPAIRS & MAINTENANCE	PD	4.86
		REPAIRS & MAINTENANCE	PD	5.96
		SUPPLIES & BOOKS	FD	35.91
		REPAIR/MT-SENIOR CENTER	PK	58.91
		REPAIR/MT-SENIOR CENTER	PK	58.91
		REPAIR/MT-MEMORIAL PARK	PK	46.56
		REPAIR/MT-METCALF BALL PARK	PK	10.78
		REPAIR/MT-SMALL TOOLS EQUIP	PK	6.98
		OPERATING SUPPLIES	ST	2.93
		OPERATING SUPPLIES	ST	51.97
		OPERATING SUPPLIES	ST	29.40
		OPERATING SUPPLIES	ST	189.54
		OPERATING SUPPLIES	ST	5.17
		OPERATING SUPPLIES	ST	69.77
		OPERATING SUPPLIES	ST	.96
		OPERATING SUPPLIES	ST	19.62
		OPERATING SUPPLIES	ST	26.91
		OPERATING SUPPLIES	ST	5.81
		OPERATING SUPPLIES	ST	23.20
		OPERATING SUPPLIES	ST	16.15
		OPERATING SUPPLIES	ST	28.25
		OPERATING SUPPLIES	ST	8.64
		MAINT OF GENERAL EQUIP	SWR	3.54
		OPERATING SUPPLIES	SWR	6.89
		OPERATING SUPPLIES	SWR	64.29
		OPERATING SUPPLIES	SWR	41.25
		OPERATING SUPPLIES	SWR	4.95
		OPERATING SUPPLIES	SWR	2.47
		OPERATING SUPPLIES	SWR	6.38
		OPERATING SUPPLIES	SWR	31.77
		OPERATING SUPPLIES	SWR	95.87
		OPERATING SUPPLIES	SWR	49.63
		OPERATING SUPPLIES	SAN	23.31
		WARRANT TOTAL		913.86
62559	E & E LUMBER	VOIDED WARRANT		.00
		WARRANT TOTAL		.00
62560	EARS 2 U	RETIRED MEDICAL	PD	209.99
		WARRANT TOTAL		209.99
62561	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	620.00
		WARRANT TOTAL		620.00
62562	FEDERAL CERTIFIED HEARING	OPERATING SUPPLIES	CS	20.00
		RETIRED MEDICAL	PD	34.00
		WARRANT TOTAL		54.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62563	FREEMAN, DENISE	UNIFORMS/ACCESSORIES	PD	371.27
		WARRANT TOTAL		371.27
62564	GARRISON ENGINEERING CORP	ARCHITECT & ENGINEERING	CH	1,965.25
		WARRANT TOTAL		1,965.25
62565	GAYLORD BROS.	SUPPLIES	LIB	59.28
		SUPPLIES	LIB	148.68
		WARRANT TOTAL		207.96
62566	GEN-X SIGNS & BANNERS	REPAIR/MT-GOLF COURSE	PK	34.56
		WARRANT TOTAL		34.56
62567	GRAINGER PARTS	OPERATING SUPPLIES	SWR	253.85
		WARRANT TOTAL		253.85
62568	GREAT AMERICA LEASING COR	EQUIPMENT LEASES	CS	299.03
		EQUIPMENT LEASES	CS	342.36
		WARRANT TOTAL		641.39
62569	GUARDIAN SECURITY	PUBLIC UTILITIES	CS	26.50
		WARRANT TOTAL		26.50
62570	HACH COMPANY	MAINT OF GENERAL EQUIP	SWR	310.08
		MAINT OF GENERAL EQUIP	SWR	310.08
		OPERATING SUPPLIES	SWR	206.34
		OPERATING SUPPLIES	SWR	60.77
		OPERATING SUPPLIES	SWR	281.44
		OPERATING SUPPLIES	SWR	114.05
		WARRANT TOTAL		42.44
62571	HARRIS, JASON	UNIFORMS/ACCESSORIES	PD	32.39
		WARRANT TOTAL		32.39
62572	HOLLAND HEALTH SERV. INC.	RETIRED MEDICAL	PD	134.00
		WARRANT TOTAL		134.00
62573	HONEY BUCKET	OPERATING SUP - CITY HALL	PK	93.76
		OPERATING SUP - BINGHAM PARK		72.70
		OPERATING SUP - GOLF	PK	103.34
		WARRANT TOTAL		269.80
62574	HORIZON BANK	CONSTRUCTION - SR20 LINE	PWT	5,078.75
		WARRANT TOTAL		5,078.75
62575	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	1,135.00
		WARRANT TOTAL		1,135.00
62576	IDEARC MEDIA CORP.	BOOKS, PERIOD, RECORDS	LIB	42.34
		WARRANT TOTAL		42.34
62577	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	36.27

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		BOOKS, PERIOD, RECORDS	LIB	16.65
		BOOKS, PERIOD, RECORDS	LIB	280.25
		BOOKS, PERIOD, RECORDS	LIB	33.34
		BOOKS, PERIOD, RECORDS	LIB	26.45
		BOOKS, PERIOD, RECORDS	LIB	37.97
		BOOKS, PERIOD, RECORDS	LIB	43.54
		BOOKS, PERIOD, RECORDS	LIB	11.82
		BOOKS, PERIOD, RECORDS	LIB	29.17
		BOOKS, PERIOD, RECORDS	LIB	95.72
		BOOKS, PERIOD, RECORDS	LIB	19.93
		BOOKS, PERIOD, RECORDS	LIB	5.29
		BOOKS, PERIOD, RECORDS	LIB	82.21
		BOOKS, PERIOD, RECORDS	LIB	13.35
		BOOKS, PERIOD, RECORDS	LIB	27.62
		BOOKS, PERIOD, RECORDS	LIB	16.37
		BOOKS, PERIOD, RECORDS	LIB	54.59
		BOOKS, PERIOD, RECORDS	LIB	48.67
		BOOKS, PERIOD, RECORDS	LIB	113.67
		BOOKS, PERIOD, RECORDS	LIB	17.32
		BOOKS, PERIOD, RECORDS	LIB	29.80
		WARRANT TOTAL		1,040.00
62578	JOHN, RONALD	RETIRED MEDICAL	PD	1,224.00
		WARRANT TOTAL		1,224.00
62579	KESSELRING'S	AMMUNITION	PD	417.31
		WARRANT TOTAL		417.31
62580	L N CURTIS & SONS	OPERATING SUPPLIES	FD	40.94
		OPERATING SUPPLIES	FD	282.99
		OPERATING SUPPLIES	FD	57.81
		WARRANT TOTAL		381.74
62581	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	357.50
		WARRANT TOTAL		357.50
62582	LAW ENFORCEMENT SYSTEMS INC.	OFFICE/OPERATING SUPPLIES	PD	97.50
		WARRANT TOTAL		97.50
62583	LEADSONLINE	PROFESSIONAL SERVICES	PD	1,428.00
		WARRANT TOTAL		1,428.00
62584	LIBRARY CORPORATION (THE)	REPAIR/MAINT-COMPUTER	LIB	2,700.00
		WARRANT TOTAL		2,700.00
62585	LYNN PEAVEY COMPANY	OFFICE/OPERATING SUPPLIES	PD	49.50
		WARRANT TOTAL		49.50
62586	MARK E. CHRIST, ARCHITECT	BINGHAM PARK BLDG	PK	1,067.80
		ARCHITECT & ENGINEERING	CH	1,067.80
		ARCHITECT & ENGINEERING	CH	5,760.00
		WARRANT TOTAL		7,895.60

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62587	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	83.31
		REPAIR/MAINT-STREETS	ST	749.89
		REPAIR/MAINT-STREETS	ST	754.37
		MAINTENANCE OF LINES	SWR	163.21
		WARRANT TOTAL		1,750.78
62588	MOBILE MUSIC UNLIMITED	MAINTENANCE OF VEHICLES	SWR	324.00
		WARRANT TOTAL		324.00
62589	MOTOR TRUCKS, INC.	OPERATING SUPPLIES	ST	85.12
		REPAIR/MAINTENANCE-EQUIP	ST	89.88
		REPAIRS/MAINT-EQUIP	SAN	973.25
		REPAIRS/MAINT-EQUIP	SAN	44.56
		OPERATING SUPPLIES	SAN	60.10
		WARRANT TOTAL		1,252.91
62590	MOUNT VERNON, CITY OF	OPERATING LEASE-COMPUTER	PD	2,020.58
		WARRANT TOTAL		2,020.58
62591	NORTHWEST CLEAN AIR AGENCY	TUITION/REGISTRATION	FD	150.00
		WARRANT TOTAL		150.00
62592	NEW PIG CORPORATION	OPERATING SUPPLIES	SAN	981.60
		WARRANT TOTAL		981.60
62593	NEW YORK TIMES	BOOKS, PERIOD, RECORDS	LIB	91.00
		WARRANT TOTAL		91.00
62594	NEXTEL COMMUNICATIONS	TELEPHONE	FIN	83.67
		TELEPHONE	LGL	27.89
		PUBLIC UTILITIES	CS	60.28
		TELEPHONE	PLN	27.89
		NEXTEL CELL PHONES		55.78
		TELEPHONE	PD	528.12
		TELEPHONE	FD	195.16
		TELEPHONE	INSP	27.88
		TELEPHONE	PK	251.01
		TELEPHONE	CEM	55.78
		TELEPHONE	ST	167.28
		NEXTEL CELL PHONES		278.80
		NEXTEL CELL PHONES	SAN	167.34
		WARRANT TOTAL		1,926.88
62595	NORTH CASCADE VET HOSPITAL	PROFESSIONAL SERVICES	PD	117.00
		WARRANT TOTAL		117.00
62596	NORTHWEST RECYCLING CO.	PROFESSIONAL SERVICES	PD	81.30
		WARRANT TOTAL		81.30
62597	NW WA CHAPTER OF I.C.C.	MISC-TUITION/REGISTRATION	INSP	150.00
		WARRANT TOTAL		150.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62598	OASYS	REPAIR/MAINTENANCE	JUD	129.60
		WARRANT TOTAL		129.60
62599	OFFICE DEPOT	SUPPLIES	FIN	131.03
		SUPPLIES	FIN	102.56
		SUPPLIES	FIN	59.77
		SUPPLIES	FIN	99.92
		SUPPLIES	FIN	71.13
		OFFICE/OPERATING SUPPLIES	PD	82.29
		OFFICE/OPERATING SUPPLIES	PD	90.35
		OFFICE/OPERATING SUPPLIES	PD	72.21
		OFFICE SUPPLIES	FD	30.68
		SUPPLIES	LIB	163.34
		WARRANT TOTAL		903.28
62600	OLIVER-HAMMER CLOTHES	OPERATING SUPPLIES	PD	64.76
		CLOTHING	PK	87.46
		CLOTHING	PK	97.18
		CLOTHING	PK	265.55
		CLOTHING	ST	170.46
		CLOTHING	SAN	184.66
		WARRANT TOTAL		870.07
62601	OUTWEST UNLIMITED	PROFESSIONAL SERVICES	PK	105.00
		WARRANT TOTAL		105.00
62602	OWEN EQUIPMENT COMPANY	REPAIR/MAINTENANCE-EQUIP	ST	2,745.80
		REPAIR/MAINTENANCE-EQUIP	ST	9.34
		WARRANT TOTAL		2,755.14
62603	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	102.55
		REPAIR/MAINTENANCE-EQUIP	ST	30.48
		REPAIRS/MAINT-EQUIP	SAN	203.80
		REPAIRS/MAINT-EQUIP	SAN	2,879.85
		REPAIRS/MAINT-EQUIP	SAN	35.10
		WARRANT TOTAL		3,251.78
62604	PARKER PAINT	REPAIRS/MT-RV PARK	PK	149.08
		WARRANT TOTAL		149.08
62605	PERFORMANCE FABRICS, INC.	OPERATING SUPPLIES	SAN	172.12
		WARRANT TOTAL		172.12
62606	PETROCARD	AUTO FUEL/DIESEL	ST	68.23
		WARRANT TOTAL		68.23
62607	PETTY CASH	SUPPLIES	FIN	26.98
		POSTAGE	ENG	8.93
		OPERATING SUPPLIES	SWR	9.71
		POSTAGE	SWR	14.50
		OPERATING SUPPLIES	SAN	32.25
		POSTAGE	SAN	14.50

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	106.87
62608	PETTY CASH-DEBRA PETERSON	SUPPLIES LIB	12.69
		BOOKS, PERIOD, RECORDS LIB	63.42
		WARRANT TOTAL	76.11
62609	PITNEY BOWES, INC.	SUPPLIES FIN	52.32
		WARRANT TOTAL	52.32
62610	PITNEY BOWES	OPERATING RENTALS/LEASES FIN	870.00
		WARRANT TOTAL	870.00
62611	PITTMAN, HAROLD	RETIRED MEDICAL PD	1,122.00
		WARRANT TOTAL	1,122.00
62612	POCKET PRESS INC.	PRINTING/PUBLICATIONS PD	289.64
		WARRANT TOTAL	289.64
62613	PRO-SEAL SERVICE GRP INC	MAINT OF PUMPING EQUIP SWR	1,154.78
		WARRANT TOTAL	1,154.78
62614	PRINTWISE, INC.	SUPPLIES JUD	63.72
		WARRANT TOTAL	63.72
62615	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES CS	260.69
		UTILITIES-RIVERFRONT PK	124.02
		UTILITIES-TRAIN PK	16.40
		UTILITIES-HAMMER SQUARE PK	172.24
		UTILITIES-BINGHAM & MEMORIAL P	27.40
		UTILITIES - OTHER PK	27.40
		PUBLIC UTILITIES CEM	70.36
		PUBLIC UTILITIES ST	44.44
		PUBLIC UTILITIES LIB	22.08
		PUBLIC UTILITIES SWR	195.94
		PUBLIC UTILITIES SAN	35.92
		WARRANT TOTAL	996.89
62616	PUBLIC SAFETY CENTER, INC.	MACHINERY & EQUIPMENT PD	239.91
		WARRANT TOTAL	239.91
62617	PUGET SOUND ENERGY	PUBLIC UTILITIES CS	2,461.14
		PUB UTILITIES-MALL CS	7.23
		PUB UTILITIES-MALL CS	85.33
		PS - Stormwater	182.07
		UTILITIES-GOLF PK	46.80
		UTILITIES-RIVERFRONT PK	807.91
		UTILITIES-COMMUNITY CTR PK	175.94
		UTILITIES-SENIOR CENTER PK	284.97
		UTILITIES-TRAIN PK	287.74
		UTILITIES-HAMMER SQUARE PK	422.52
		UTILITIES-BINGHAM & MEMORIAL P	7.23
		UTILITIES - SHOP PK	81.74

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES - OTHER	PK	7.23
		PUBLIC UTILITIES	CEM	86.19
		PUBLIC UTILITIES	ST	103.98
		PUBLIC UTILITIES	ST	290.58
		PUBLIC UTILITIES	ST	73.14
		PUBLIC UTILITIES	ST	7,350.82
		PUBLIC UTILITIES	LIB	232.17
		ADVERTISING	HOT	30.33
		PUBLIC UTILITIES	SWR	8,595.00
		PUBLIC UTILITIES	SWR	165.29
		PUBLIC UTILITIES	SAN	196.22
		WARRANT TOTAL		21,981.57
62618	PUGET SOUND LEASING CO. INC	PUBLIC UTILITIES	RV	8.70
		UTILITIES-RIVERFRONT	PK	16.63
		UTILITIES-COMMUNITY CTR	PK	32.75
		UTILITIES-SENIOR CENTER	PK	136.24
		PUBLIC UTILITIES	SWR	150.76
		WARRANT TOTAL		345.08
62619	R & D SUPPLY, INC.	MAINTENANCE OF LINES	SWR	1,421.15
		WARRANT TOTAL		1,421.15
62620	READY! FOR KINDERGARTEN	EARLY LITERACY	LIB	994.34
		WARRANT TOTAL		994.34
62621	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	84.34
		OFFICE/OPERATING SUPPLIES	PD	111.74
		WARRANT TOTAL		196.08
62622	RONK BROTHERS, INC.	REPAIRS & MAINTENANCE	PD	48.60
		REPAIRS/MAINT-EQUIP	FD	48.60
		REPAIR/MAINTENANCE-EQUIP	ST	392.62
		MAINTENANCE OF BUILDINGS	SWR	400.16
		WARRANT TOTAL		889.98
62623	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	205.65
		OPERATING SUPPLIES	SWR	140.11
		WARRANT TOTAL		345.76
62624	SEATTLE PUMP AND EQUIP CO	MAINTENANCE OF LINES	SWR	314.81
		WARRANT TOTAL		314.81
62625	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP	FD	4.75
		REPAIR/MT-SMALL TOOLS EQUIP	PK	2.31
		REPAIR/MT-SMALL TOOLS EQUIP	PK	6.44
		OPERATING SUPPLIES	CEM	10.49
		OPERATING SUPPLIES	CEM	37.81
		OPERATING SUPPLIES	CEM	7.69
		OPERATING SUPPLIES	ST	44.94
		OPERATING SUPPLIES	ST	12.26
		OPERATING SUPPLIES	ST	3.26

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		OPERATING SUPPLIES ST	132.03
		OPERATING SUPPLIES ST	43.96
		OPERATING SUPPLIES SWR	49.14
		OPERATING SUPPLIES SAN	4.61
		WARRANT TOTAL	359.69
62626	SEDRO-WOOLLEY BENEVOLENT FUND	OFFICE/OPERATING SUPPLIES PD	71.92
		WARRANT TOTAL	71.92
62627	SEDRO-WOOLLEY FAMILY	FEES-CDL ENDORCEMENT ST	112.00
		WARRANT TOTAL	112.00
62628	SEDRO-WOOLLEY LOCK & KEY	REPAIRS/MAINT-EQUIP FD	45.36
		WARRANT TOTAL	45.36
62629	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS FD	11,328.00
		WARRANT TOTAL	11,328.00
62630	SIGNATURE FORMS INC.	SUPPLIES LGS	45.71
		SUPPLIES JUD	5.08
		SUPPLIES EXE	5.08
		SUPPLIES FIN	495.66
		SUPPLIES FIN	35.55
		OFFICE SUPPLIES LGL	5.08
		SUPPLIES/BOOKS PLN	15.24
		SUPPLIES ENG	15.24
		OFFICE/OPERATING SUPPLIES PD	152.38
		OFFICE SUPPLIES FD	30.47
		OFF/OPER SUPPS & BOOKS INSP	15.24
		OPERATING SUP - PARKS SHOP PK	30.47
		OPERATING SUPPLIES CEM	5.08
		OPERATING SUPPLIES ST	35.55
		OPERATING SUPPLIES LIB	30.47
		OFFICE SUPPLIES SWR	500.78
		OFFICE SUPPLIES SWR	50.80
		OPERATING SUPPLIES SAN	240.26
		OFFICE SUPPLIES SAN	30.47
		OPERATING SUPPLIES SWTR	9.76
		WARRANT TOTAL	1,754.37
62631	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES PD	234.12
		WARRANT TOTAL	234.12
62632	SIGNMAKERS	CONSTRUCTION - SR20 LINE PWT	509.76
		WARRANT TOTAL	509.76
62633	SKAGIT 911	CONTRACTED ENHANCED 911 PD	12,306.43
		CONTRACT SVS-CNTRL DISPATCH FD	2,389.57
		WARRANT TOTAL	14,696.00
62634	SKAGIT CO HEALTH DEPT	PROFESSIONAL SERVICES PD	45.00
		WARRANT TOTAL	45.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62635	SKAGIT COUNTY SHERIFF	PRISONERS	PD	825.84
		WARRANT TOTAL		825.84
62636	SKAGIT COUNTY SHERIFF OFF	PRISONER TRANSPORT	PD	480.93
		WARRANT TOTAL		480.93
62637	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	145.00
		WARRANT TOTAL		145.00
62638	SKAGIT FARMERS SUPPLY	OPERATING SUPPLIES	PD	14.55
		OPERATING SUPPLIES-PROPANE	ST	22.66
		OPERATING SUPPLIES-PROPANE	ST	20.04
		OPERATING SUPPLIES-PROPANE	ST	20.34
		OPERATING SUPPLIES-PROPANE	ST	64.21
		OPERATING SUPPLIES-PROPANE	ST	8.42
		WARRANT TOTAL		150.22
62639	SKAGIT COUNTY HUMAN SVC.	SKAGIT COUNCIL ON ALCOHOL	ALC	2,804.46
		WARRANT TOTAL		2,804.46
62640	SKAGIT SOILS	RECYCLING FEE - YARD WASTE	SAN	186.40
		WARRANT TOTAL		186.40
62641	SKAGIT TECH SOLUTIONS	PROFESSIONAL SERVICES	SWR	113.00
		WARRANT TOTAL		113.00
62642	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	22.80
		LEGAL PUBLICATIONS	LGS	17.10
		LEGAL PUBLICATIONS	LGS	25.65
		LEGAL PUBLICATIONS	LGS	62.70
		LEGAL PUBLICATIONS	LGS	25.34
		LEGAL PUBLICATIONS	LGS	44.35
		LEGAL PUBLICATIONS	LGS	47.51
		ADVERTISING	PLN	31.35
		ADVERTISING	PLN	31.35
		ADVERTISING	PLN	31.35
		ADVERTISING	PLN	31.35
		ADVERTISING/LEGAL PUBLIC	PLN	139.37
		ADVERTISING/LEGAL PUBLIC	PLN	145.71
		ADVERTISING	HOT	445.00
		WARRANT TOTAL		1,100.93
62643	SPARKLE SHOP LAUNDRIES	UNIFORM CLEANING	PD	69.83
		WARRANT TOTAL		69.83
62644	SPRINT	TELEPHONE	FD	60.69
		WARRANT TOTAL		60.69
62645	STEPHENSON, RETA	SMALL TOOLS & MINOR EQUIP	SAN	825.00
		WARRANT TOTAL		825.00
62646	STORIE, WILLIAM	UNIFORMS/ACCESSORIES	PD	172.79

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	172.79
62647	STOWES	UNIFORMS/ACCESSORIES PD	146.84
		WARRANT TOTAL	146.84
62648	STRIDER CONST. CO INC.	CONSTRUCTION - SR20 LINE PWT	104,622.25
		WARRANT TOTAL	104,622.25
62649	SUBURBAN PROPANE, L.P.	PROPANE CEM	48.51
		WARRANT TOTAL	48.51
62650		COMPUTER NETWORK CS	1,226.68
		WARRANT TOTAL	1,226.68
62651	TRI-BORO SERVICES	MAINT OF GENERAL EQUIP SWR	308.84
		WARRANT TOTAL	308.84
62652	TRUE VALUE	OFFICE/OPERATING SUPPLIES PD	19.41
		REPAIRS & MAINTENANCE PD	31.82
		OPERATING SUPPLIES FD	33.46
		OPERATING SUPPLIES FD	8.09
		OPERATING SUPPLIES FD	31.86
		REPAIR/MAINT-GARAGE FD	28.07
		REPAIRS/MT-COMMUNITY CTR PK	4.95
		OPERATING SUPPLIES CEM	10.02
		SMALL TOOLS/MINOR EQUIP ST	14.03
		OPERATING SUPPLIES ST	11.86
		MAINTENANCE OF VEHICLES SWR	7.54
		OPERATING SUPPLIES SWR	42.93
		OPERATING SUPPLIES SWR	50.75
		OPERATING SUPPLIES SWR	12.18
		OPERATING SUPPLIES SWR	21.59
		OPERATING SUPPLIES SWR	16.19
		OPERATING SUPPLIES SWR	38.86
		REPAIRS/MAINT-BUILDING SAN	37.03
		OPERATING SUPPLIES SAN	38.84
		OPERATING SUPPLIES SAN	7.01
		OPERATING SUPPLIES SAN	42.70
		SMALL TOOLS & MINOR EQUIP SAN	21.59
		SMALL TOOLS & MINOR EQUIP SAN	261.34
		WARRANT TOTAL	792.12
62653	UNITED GENERAL HOSPITAL	PRISONERS PD	101.00
		PRISONERS PD	144.00
		WARRANT TOTAL	245.00
62654	UNITED STATES PLASTIC CORP.	OPERATING SUPPLIES SAN	50.61
		SMALL TOOLS & MINOR EQUIP SAN	425.53
		WARRANT TOTAL	476.14
62655	UNIVAR USA INC	OP SUPPLIES-CHEMICALS SWR	440.67
		WARRANT TOTAL	440.67

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62656	VALLEY AUTO SUPPLY	REPAIRS/MAINT-EQUIP	FD	2.69
		MAINT OF GENERAL EQUIP	SWR	4.31
		REPAIRS/MAINT-EQUIP	SAN	26.22
		REPAIRS/MAINT-EQUIP	SAN	3.23
		OPERATING SUPPLIES	SAN	14.03
		WARRANT TOTAL		50.48
62657	VALLEY FREIGHTLINER INC	REPAIR/MAINTENANCE-EQUIP	ST	11.15
		WARRANT TOTAL		11.15
62658	VERIZON NORTHWEST	TELEPHONE	JUD	68.01
		TELEPHONE	FIN	59.12
		TELEPHONE	PLN	32.37
		TELEPHONE	ENG	32.36
		TELEPHONE	PD	1,011.89
		TELEPHONE	INSP	32.37
		TELEPHONE - RIVERFRONT		124.91
		TELEPHONE	PK	90.36
		TELEPHONE	PK	107.29
		TELEPHONE	CEM	60.97
		TELEPHONE	ST	58.59
		TELEPHONE	LIB	191.00
		TELEPHONE	SWR	572.66
		TELEPHONE	SAN	192.99
		WARRANT TOTAL		2,634.89
62659	VISTEN, LESLIE	RETIRED MEDICAL	PD	94.00
		RETIRED MEDICAL	PD	1,122.00
		WARRANT TOTAL		1,216.00
62660	WA ASSOC OF SHERIFFS &	DUES/SUBSCRIPTIONS	PD	180.00
		WARRANT TOTAL		180.00
62661	WA ASSOC OF BUILDING OFF	MISC-TUITION/REGISTRATION	INSP	625.00
		WARRANT TOTAL		625.00
62662	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	3,989.70
		WARRANT TOTAL		3,989.70
62663	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	72.00
		WARRANT TOTAL		72.00
62664	WASHINGTON STATE PATROL	INTERGOV SVC-GUN PERMITS	PD	19.25
		INTERGOV SVC-GUN PERMITS	PD	115.50
		WARRANT TOTAL		134.75
62665	WASHINGTON ORGANIC RECYCLING	MISC-DUES/SUBS & TUITN/REG	SAN	125.00
		WARRANT TOTAL		125.00
62666	WA ST DEPT OF PRINTING	OFFICE SUPPLIES	FD	153.96
		WARRANT TOTAL		153.96

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
62667	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	7,419.65
		WARRANT TOTAL	7,419.65
62668	WASHINGTON PARK & REC ASSOC.	MISC-DUES/SUBSCRIPTIONS PK	161.00
		WARRANT TOTAL	161.00
62669	WASTE MANAGEMENT OF SKGT	RECYCLING FEE - HOUSEHOLD SAN	9,171.56
		WARRANT TOTAL	9,171.56
62670	WESTERN PETERBILT, INC.	REPAIRS/MAINT-EQUIP SAN	453.20
		WARRANT TOTAL	453.20
62671	WHATCOM CO. LIBRARY SYSTEM	REPAIR/MAINT-COMPUTER LIB	698.00
		WARRANT TOTAL	698.00
62672	WHATCOM COUNTY PARK & REC	RANGE FEES PD	4,834.75
		WARRANT TOTAL	4,834.75
62673	WOOD'S LOGGING SUPPLY INC	POSTAGE FD	6.24
		MAINT OF GENERAL EQUIP SWR	216.00
		WARRANT TOTAL	222.24
62674	WOOD, DOUG	OFFICE/OPERATING SUPPLIES PD	173.61
		WARRANT TOTAL	173.61
62675	WSAPT	MISC-TUITION/REGISTRATION INSP	200.00
		MISC-TUITION/REGISTRATION INSP	150.00
		WARRANT TOTAL	350.00
62676	ANDERSON, ROGER	JURY/WITNESS FEES JUD	10.45
		WARRANT TOTAL	10.45
62677	COLE, SHERRI L.	JURY/WITNESS FEES JUD	16.68
		WARRANT TOTAL	16.68
62678	DUBOSE, DONALD DAVIE	JURY/WITNESS FEES JUD	23.35
		WARRANT TOTAL	23.35
62679	HUFF, KENNETH	JURY/WITNESS FEES JUD	14.45
		WARRANT TOTAL	14.45
62680	HUGGINS, FAY	JURY/WITNESS FEES JUD	10.89
		WARRANT TOTAL	10.89
62681	LADISH, WILLIAM L.	JURY/WITNESS FEES JUD	17.12
		WARRANT TOTAL	17.12
62682	LISLE, ELAINE	JURY/WITNESS FEES JUD	12.23
		WARRANT TOTAL	12.23
62683	MCKAY, JEFFREY A.	JURY/WITNESS FEES JUD	10.00
		WARRANT TOTAL	10.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
62684	RIECKERS, LESLIE RAYMOND	JURY/WITNESS FEES	JUD	10.45
		WARRANT TOTAL		10.45
62685	ROHRSCHEIB, TAMI L.	JURY/WITNESS FEES	JUD	16.23
		WARRANT TOTAL		16.23
62686	SENN, MARY CHARLEEN	JURY/WITNESS FEES	JUD	12.67
		WARRANT TOTAL		12.67
62687	WOIWOD, PATRICIA A.	JURY/WITNESS FEES	JUD	10.45
		WARRANT TOTAL		10.45
		RUN TOTAL		527,029.12

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	100,834.77
101	PARK FUND	6,025.54
102	CEMETERY FUND	605.86
103	STREET FUND	15,975.73
105	LIBRARY FUND	7,029.62
108	STADIUM FUND	475.33
230	1996 G/O BOND REDEMPTION FUND	303.50
331	CITY HALL CONST FUND	238,438.53
332	PWTF SEWER CONSTRUCTION FUND	110,210.76
401	SEWER FUND	25,051.69
412	SOLID WASTE FUND	21,834.50
425	STORMWATER	243.29
TOTAL		527,029.12

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 02/13/2008 (Printed 02/08/2008 09:17)

DEPARTMENT	AMOUNT
001 000 000	7,419.65
001 000 011	356.17
001 000 012	1,186.32
001 000 013	25.08
001 000 014	2,114.72
001 000 015	191.74
001 000 018	5,437.75
001 000 019	638.89
001 000 020	486.60
001 000 021	39,717.61
001 000 022	38,581.74
001 000 024	1,874.04
001 000 062	2,804.46
FUND CURRENT EXPENSE FUND	100,834.77
101 000 042	46.80
101 000 076	5,978.74
FUND PARK FUND	6,025.54
102 000 036	605.86
FUND CEMETERY FUND	605.86
103 000 042	15,975.73
FUND STREET FUND	15,975.73
105 000 072	7,029.62
FUND LIBRARY FUND	7,029.62
108 000 019	475.33
FUND STADIUM FUND	475.33
230 000 082	303.50
FUND 1996 G/O BOND REDEMPTION FUND	303.50
331 000 012	238,438.53
FUND CITY HALL CONST FUND	238,438.53
332 000 082	110,210.76
FUND PWTf SEWER CONSTRUCTION FUND	110,210.76
401 000 035	25,051.69
FUND SEWER FUND	25,051.69
412 000 037	21,834.50
FUND SOLID WASTE FUND	21,834.50
425 000 039	243.29
FUND STORMWATER	243.29
TOTAL	527,029.12

After Recording Return to:

DOUGLAS COUNTY FIRE PROTECTION DISTRICT NO. 4
P.O. Box 258
ORONDO, WA 98843

CITY COUNCIL AGENDA
REGULAR MEETING

FEB 13 2008

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

THE PARTIES AGREE AS FOLLOWS:

INTERLOCAL JOINT PURCHASING AGREEMENT

BETWEEN

DOUGLAS COUNTY FIRE PROTECTION DISTRICT NO. 4

AND

CITY OF SEDRO-WOOLLEY

THIS INTERLOCAL AGREEMENT is entered into under Chapter 39.34 RCW on this _____ day of _____, 2008 ___ between Douglas County Fire Protection District No. 4, Washington, a political subdivision of the State of Washington ("District No. 4 "), and City of Sedro-Woolley, Washington, a political subdivision of the State of Washington ("Sedro-Woolley").

1. PURPOSE:

The parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions. This Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

2. RESPONSIBILITIES:

2.1 Sedro-Woolley, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes District No. 4 to place orders for such goods and services under the same contract, to the extent permitted by law and to the

extent agreed upon between the parties and vendors. Likewise, District No. 4, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Sedro-Woolley to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Any contract for the purchase of goods and services made by Sedro-Woolley prior to the execution of this agreement may be extended to include District No. 4 with the concurrence of the vendor. Any contract for the purchase of goods and services made by District No. 4 prior to the execution of this agreement may be extended to include Sedro-Woolley with the concurrence of the vendor. Pursuant to RCW 39.34.030 (5) (b) any statutory obligation to provide notice for bids or proposals that applies to the parties shall be satisfied if the party that awarded the bid, proposal, or contract complied with its own statutory requirements and posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.

2.2 Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

2.3 In making purchase contracts hereunder, the original contracting party shall be obligated only to comply fully with the legal requirements applicable to its own purchase. It shall be the obligation of the party seeking to place additional orders under the same contract to be certain that legal requirements applicable to that jurisdiction have been met.

2.4 Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, with or without notice to the other party. PROVIDED, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

3. TERM OF AGREEMENT:

This Agreement shall take effect immediately and shall continue in effect until terminated.

4. MANNER OF FINANCING:

This Agreement shall not require financing as neither party shall be responsible to the other for the performance or nonperformance of purchasing contracts entered into by the other party.

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

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

- 5.1 District No. 4's representative shall be the District Chief.
- 5.2 Sedro-Woolley's representative shall be the City Supervisor.

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

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

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph; PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.

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

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

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

12. OTHER PROVISIONS:

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

APPROVED:

DOUGLAS COUNTY
FIRE PROTECTION DISTRICT NO. 4

CITY OF SEDRO-WOOLLEY

Chairman

Mike Anderson
Mayor

Patsy Nelson,
Clerk-Treasurer

Approved as to form:

Eron Berg
City Attorney



CITY COUNCIL AGENDA
REGULAR MEETING

FEB 13 2008

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

February 7th 2008

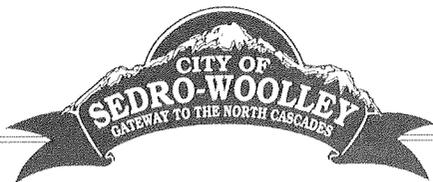
Mr. Mayor and City Council members,

My name is Wayne Ellis and I am submitting this request on behalf of North Cascade Ford. Our request is to close Ferry Street in front of the dealership on April 20th 2008 for our 5th annual car show. We would like to close the street on April 20th from 7:30am till 5:00pm.

The second request that we have is to put a banner over the street to advertise the car show. We would like to put the banner up on March 20th in the same place as the vote schools banner.

Thank you

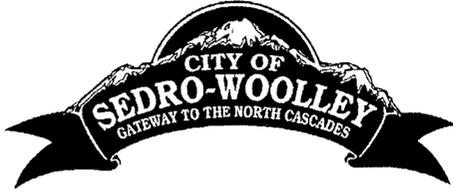
Wayne Ellis



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

PUBLIC
HEARING(S)



CITY OF SEDRO-WOOLLEY
CITY COUNCIL AGENDASedro-Woolley Municipal Building
REGULAR MEETING 720 Murdock Street

FEB 13 2008

Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

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

Mike Anderson
Mayor

MEMO TO: City Council
FROM: Mike Anderson
RE: Removal of Planning Commission member
DATE: February 13, 2008

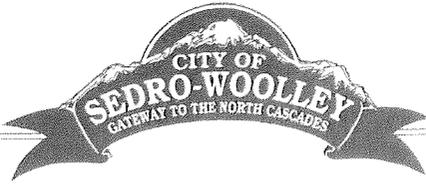
ISSUE: Should the Council confirm the removal of Kevin Loy from the Planning Commission as a result of his lack of attendance?

BACKGROUND: Kevin Loy has missed the last four meetings of the Planning Commission. With the exception of the first missed meeting, he has not contacted or communicated with anyone at City Hall. The City Supervisor called and left him a message prior to the January meeting. He did not respond and did not attend the meeting. I sent him the attached letter on January 17, 2008. He has not responded in any manner.

SWMC 2.48.010 authorizes the mayor to remove a sitting planning commissioner for neglect of duty, with the confirmation of the council, following a public hearing.

Our Planning Commission is currently one member short because Kevin Loy has not attended since the August 2007 meeting. Because he has not attended these meetings and not responded to the City's requests, I have removed him from office and am seeking your confirmation of my removal. It is time to appoint another volunteer who is ready, willing and able to attend the meetings.

RECOMMENDATION: Following a public hearing on this matter: Motion to confirm the removal of Kevin Loy from the Planning Commission.



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

Mike Anderson
Mayor

January 17, 2008

Kevin Loy
128 Garden of Eden Road
Sedro-Woolley, WA 98284

RE: Planning Commission

Dear Kevin:

Last Tuesday's Planning Commission meeting was the fourth meeting in a row that you missed. I asked Eron Berg to contact you last week to inquire about your intent. He indicated that you did not return the call.

If you are interested in continuing to serve on the Planning Commission, your term has not yet expired. If you are no longer interested in serving, I have several other citizens who have indicated a willingness to be appointed. I need to hear from you about whether you intend to continue to serve (and will again attend meetings), or whether you would like to resign. Please email or call me with this information by the end of the month.

If I do not hear from you, I will schedule a hearing before the City Council on February 13 to seek your removal from the Planning Commission consistent with SWMC 2.48. It is not productive for the City to have a Planning Commissioner who is not participating in meetings or maintaining contact with staff.

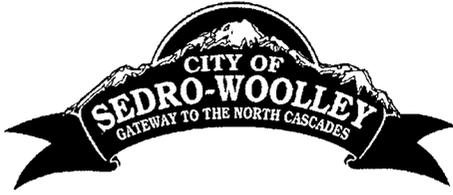
Sincerely,

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

cc: City Council

**UNFINISHED
BUSINESS**



CITY OF SEDRO-WOOLLEY
CITY COUNCIL AGENDA
REGULAR MEETING

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

FEB 13 2008

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: City Hall Update
DATE: February 13, 2008

PROJECT STATUS: Much activity on-site; we are still on track for our planning move on March 15th.

ISSUES: None at this time.

PENDING ISSUES:

1. Generators. Status unchanged. Less optimistic today than last time.
2. Telephone system. In process.
3. Movers. Will have awarded the contract and will provide those details verbally at the meeting.

MODIFICATION PROPOSAL REQUESTS:

Preliminarily Approved Under Resolution/Pending Approval by Change Order:

12-27-2007	17R	Flagpole/lights/steps on Metcalf	\$ 2,165.14
11-15-2007	20R	Addition of built-in desk/casework for offices	\$12,364.23
12-27-2007	22	Addition of cash drawers for clerks counters	\$ 1,585.50
11-15-2007	23RR	Power pole relocation site work/electrical	\$19,284.84
(also approved by Council on November 14, 2007)			
12-27-2007	27R	Metal siding at courtyard	\$ 4,875.44
(also approved by Council on November 14, 2007)			
12-27-2007	31	Added audio boxes at Bailiff area is approved.	\$ 1,409.94

1-10-2008	32	Added curbing on south side landscape areas is in process.	\$ 6,213.36
12-27-2007	34R	Electric roll up door @ police reception.	\$ 2,034.29
12-27-2007	35	A/V switch/controller in courtroom is approved.	\$ 2,452.12
2-7-2008	37	Light switch/outlet relocations/ plug mold rm#117,123,136 per owner is in process.	\$ 1,076.94
2-7-2008	38	Fill issues for PSE relocate at room #139 is in process.	\$ 3,363.41
1-24-2008	40	Additional building signage	\$ 745.40
1-2008	41	A/V changes	no cost

Under Council action on June 13, 2007:

6-13-2007	n/a	Addition to Carletti contract	up to \$30,000.00
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Under Council action on August 8, 2007 (CHANGE ORDER 1):

5-29-2007	1R	Cascade Gas delays	\$ 9,270.37
5-29-2007	2	Costs related to electrical conflict under the elevator	\$ 1,660.19
5-29-2007	3	Re-routing conduit as a result of site conditions	\$ 615.79
6-28-2007	4	Additional work required following response to RFI 8 (AR's 8 & 12): additional beam	\$ 1,104.69
7-25-2007	5R	Authorization to revise floor plan to redesign building, planning and engineering (also approved by Council on May 23, 2007)	\$18,968.51
7-25-2007	6R	Addition of operable windows	\$10,597.78
8-23-2007	9	Electrical revision following MPR 5R (also approved by Council on May 23, 2007)	\$ 2,532.34

Under Council action on September 27, 2007 (CHANGE ORDER 2):

8-23-2007	7	Electric door strikes	\$ 1,494.77
8-23-2007	8	Electric keypad entrance	\$ 841.01
9-12-2007	10	Re-roofing existing structure	\$18,761.85
		(also approved by Council on September 12, 2007)	
9-19-2007	11R	Addition of wires/boxes to Room 202	\$ 3,789.06
8-23-2007	12	Deletion of guard rail on staircase	(\$1173.74)
8-8-2007	13	Modification of tile trim	\$ 371.31

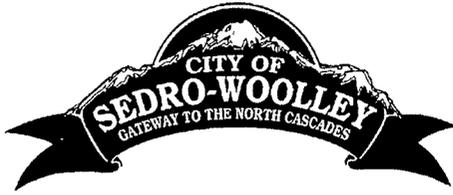
Under Council action on November 14, 2007 (CHANGE ORDER 3):

9-19-2007	14	Wiring for three flat panel monitors (EOC)	\$ 1,203.00
10-2-2007	15R	Munro/Murdock drain line	\$ 5,057.19
11-1-2007	16RR	Prep. work for two decorative lights in sidewalk on Metcalf	\$ 3,703.69
9-26-2007	21	Added cost for City engineer's plan revisions (04-07)	\$ 6,643.13
		(also approved by Council on September 26, 2007)	
10-18-2007	24	Additional telecom cabling in finance office	\$ 460.40
11-1-2007	25R	Conduit and switching gear for future generator	\$ 4,579.76
11-1-2007	26	Relocation of existing bullet proof glass to court clerk	\$ 233.14

Pending consideration of the City & pricing from Contractor:

n/a	39	Door hardware/keying changes	pending
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REQUEST FOR ACTION: None tonight.



CITY OF SEDRO-WOOLLEY
CITY COUNCIL AGENDA
REGULAR MEETING

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

FEB 13 2008

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

Eron M. Berg
City Supervisor/Attorney

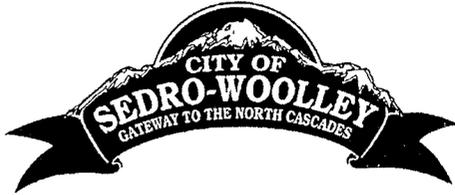
MEMO TO: City Council
FROM: Eron Berg
RE: Solid Waste Interlocal
DATE: February 13, 2008

ISSUE: Should the Council approve the attached interlocal for the management of the county-wide solid waste system?

BACKGROUND: This is your third reading. Attached is the memo from the first reading, the proposed agreement and the letter Mayor Anderson sent following your first reading.

Also attached are a number of emails from the County regarding this agreement and your questions. And, the current interlocal agreement is attached as well.

RECOMMENDATION: None at this time.



CITY COUNCIL AGENDA
REGULAR MEETING

JAN 23 2008

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 8

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 Supervisor/Attorney

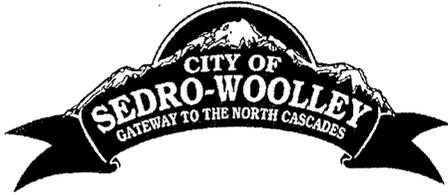
MEMO TO: City Council
FROM: Eron Berg
RE: Solid Waste Interlocal
DATE: January 23, 2008

ISSUE: Should the Council approve the attached interlocal for the management of the county-wide solid waste system?

BACKGROUND: This is your second reading. Attached is the memo from the first reading, the proposed agreement and the letter Mayor Anderson sent following your last meeting.

I hope to have additional information and/or County officials at this meeting to further address your concerns.

RECOMMENDATION: If you want to enter into this agreement: Motion to authorize the Mayor to sign the attached interlocal agreement.



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 Supervisor/Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Solid Waste Interlocal
DATE: January 9, 2008

ISSUE: Should the Council approve the attached interlocal for the management of the county-wide solid waste system?

BACKGROUND: The City is party to an interlocal agreement with the other seven cities and towns in the county and Skagit County for the operation of a county-wide solid waste system. This agreement expires in 2013 and has been the subject of some controversy and dissatisfaction on the part of the cities and towns. Specifically, the municipalities have objected to the manner in which the County has managed the system including the granting of a system operator agreement, use of reserve funds and system charges, to name a few concerns.

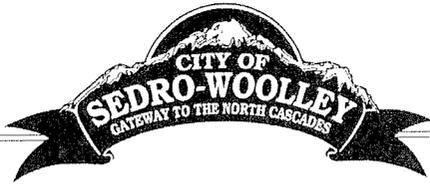
Commissioner Dillon promised to propose a new way of managing the solid waste system last summer; this is the product of her promise.

Essentially, the agreement creates a new framework for decision-making and delegates most solid waste system decisions from the Skagit County Commissioners to a new board, the Solid Waste System Governing Board (SWSGB). The SWSGB is comprised of the four towns, four cities and the county with voting proposed on a representational basis determined by population. Sedro-Woolley is proposed to control 9.7% of the vote. Key elements of the agreement include:

1. No new termination date: the contract still allows cities to go it alone after 2013;
2. SWSGB involvement in the County's solid waste management plan;
3. Includes in system costs (i.e., tipping fees) past and future liabilities for clean-up costs of old landfill sites anywhere in the County;
4. Requires the SWSGB to develop a long-range plan for the County-wide system;
5. Allows the SWSGB to make decisions on a variety of issues including the annual budget, tipping rates, capital improvements, privatization and system operator agreements; and
6. Includes a "veto" right of the County Commissioners to use in limited circumstances.

This agreement is a big step in the right direction. I am interested in your comments on the proposal and whether you want anything changed. The County has asked that the other entities work toward approval this month.

RECOMMENDATION: 1st Reading; please provide guidance in advance of the next Council meeting.



Mike Anderson
Mayor

January 10, 2008

Sharon Dillon, Ken Dahlstedt, Don Munks
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

RE: Solid Waste Interlocal

Dear Commissioners:

The Sedro-Woolley City Council discussed the proposed solid waste interlocal at last night's Council meeting. First let me thank the County and specifically, Commissioner Dillon, for pushing this issue forward to the point that we have a meaningful draft interlocal to consider. We appreciate the County's efforts and willingness to partner with the cities on solid waste.

The Council had two significant concerns about the interlocal agreement as drafted:

1. The veto power of the County; and
2. The limited budgetary authority of the SWSGB.

We were also concerned about the voting structure, but following some discussion, resolved that this is a compromise process and one compromise from the City of Sedro-Woolley is on the voting structure.

As for the two other concerns, the Council felt strongly that it is not fair for the County to both participate on the SWSGB and then have the right to veto that very board's decisions. We are also concerned that "long-term viability of the system" is too broad and essentially described a business judgment such that the veto could be exercised in virtually any decision. On the budget issue, the Council's perspective is that the SWSGB, like a city council, a board of commissioners or a board of directors at a corporation, should have the usual and customary budgetary authority. The limited authority granted in the draft is inadequate to allow for meaningful oversight particularly if you believe as I do that the annual budget is the most important policy making document the government approves.

Our City is interested in approving this interlocal and participating in the new SWSGB and I believe the Council would approve the agreement with the removal of the veto and the removal of the proviso limiting the board's budgetary authority.

Skagit County Commissioners

January 10, 2008

Page 2

Finally, I have asked Eron Berg to make himself available to work with your staff as needed to make revisions. I have scheduled time on our agenda for the 23rd of this month to again address this agreement with the City Council; I am optimistic that we can have a revised draft with these two issues addressed by that time.

Please feel free to contact me directly if you have any questions about our concerns or if you would like to discuss this in more detail. Again, I really do appreciate the County's efforts on this issue.

Very truly yours,

CITY OF SEDRO-WOOLLEY

A handwritten signature in black ink, appearing to read "Mike Anderson", written over a horizontal line.

Mike Anderson, Mayor

cc: City Council

After Recording Return to:

Skagit County
Public Works Department
Attn: Kevin Renz,
Solid Waste Section Manager
1800 Continental Place
Mount Vernon, WA 98273

DOCUMENT TITLE: INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SKAGIT COUNTY AND CITIES AND TOWNS IN SKAGIT COUNTY FOR SOLID WASTE MANAGEMENT.

DATE SIGNED: _____, 2007

GRANTOR: SKAGIT COUNTY, a Political Subdivision of the State of Washington,

GRANTEES: CITY OF MOUNT VERNON, a Washington Municipal Corporation;
CITY OF ANACORTES, a Washington Municipal Corporation;
CITY OF BURLINGTON, a Washington Municipal Corporation;
CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation;
TOWN OF LA CONNER, a Washington Municipal Corporation;
TOWN OF CONCRETE, a Washington Municipal Corporation;
TOWN OF LYMAN, a Washington Municipal Corporation; and
TOWN OF HAMILTON, a Washington Municipal Corporation

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND CITIES AND TOWNS IN SKAGIT COUNTY
FOR
SOLID WASTE MANAGEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement"), made and entered into on this ____ day of _____, 2007, by and between the CITY OF MOUNT VERNON, a Washington Municipal Corporation; the CITY OF ANACORTES, a Washington Municipal Corporation; the CITY OF BURLINGTON, a Washington Municipal Corporation; the CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation; the TOWN OF LA CONNER, a Washington Municipal Corporation; the TOWN OF CONCRETE, a Washington Municipal Corporation; the TOWN OF LYMAN, a Washington Municipal Corporation; and the TOWN OF HAMILTON, a Washington Municipal Corporation hereinafter collectively referred to as the "Municipalities", and SKAGIT COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County", pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipalities and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

WHEREAS, the County and each of the Municipalities executing this Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan ("CSWMP") and are further authorized by Chapter 39.34 RCW to enter into an agreement for the administration and implementation of said CSWMP; and

WHEREAS, the County prepared a Comprehensive Solid Waste Management Plan for the County and Municipalities of the County in 1994, and updated the CSWMP with the active involvement of the Municipalities in 2004; and

WHEREAS, the 2004 Comprehensive Solid Waste Management Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

WHEREAS, providing the most effective and efficient system for managing solid waste generated in Skagit County, including its Municipalities, requires use of the solid waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible;

WHEREAS, in or about May of 2004, the County and the Municipalities entered into a previous interlocal agreement (Skagit County Contract # C20040228) regarding the administration and implementation of the CSWMP; and

WHEREAS, the County, in response to recent policy guidance provided by the Skagit County Board of County Commissioners (including, but not limited to, Skagit County Resolution # R20070141) is in the process of amending the CSWMP, and pursuant to these amendments, the parties desire to mutually effectuate changes between the relationship of the parties to provide for enhanced cooperation by and between the County and the Municipalities, and also to make additional changes to the terms of the previous interlocal agreement by and between the parties (Skagit County Contract # C20040228); and

WHEREAS, the terms of this Agreement are intended to wholly replace and supersede the terms of the previous interlocal agreement by and between the parties (Skagit County Contract # C20040228);

NOW THEREFORE, in consideration of the forgoing, and in consideration of the following terms and conditions, the parties mutually agree as follows:

1. NEW AGREEMENT; EFFECTIVENESS. This Agreement entirely replaces and supersedes the previous interlocal agreement (herein the "previous interlocal agreement") for a Comprehensive Solid Waste Disposal System that the parties entered into in 2004 (Skagit County Contract # C20040228). This Agreement shall not become effective until all parties to the previous interlocal agreement have duly executed this Agreement. Unless and until all parties to the previous interlocal agreement have duly executed this agreement, the previous interlocal agreement shall remain in full force and effect pursuant to the terms therein.

2. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

2.1 "Party" or "Party" shall mean any signatory to this Agreement.

2.2 "Solid Waste" means all putrescible and nonputrescible solid and semi-solid wastes including, but limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.

2.3 "Solid waste handling" means the management, storage, collection, transportation, utilization, processing, and final disposal of Solid Waste, including the recovery and recycling of materials from Solid Waste, the recovery of energy resources from such wastes or the conversion of energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to Chapter 70.95.030(23) RCW.

2.4 "System" means all facilities for Solid Waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto, and as further defined and provided within the County's Comprehensive Solid Waste Management Plan, as may be amended and/or updated.

2.5 "System Costs" means all costs arising from System operation, maintenance, capital costs for new facilities and equipment, past and future liabilities, known or unknown, and shall include any municipal liability for disposal clean-up costs anywhere within the jurisdiction of Skagit County or the municipal parties to this Agreement.

3. RESPONSIBILITIES FOR WASTE DISPOSAL SYSTEM. For the duration of this Agreement, the Parties shall have the following responsibilities:

3.1 The County shall continue to provide for the efficient disposal of all Solid Waste generated within the jurisdictions of each Party to this Agreement to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Agreement extends to Solid Waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.

3.2 Subject to the governance structure established by other provisions of this Agreement, the County shall continue to provide a comprehensive Solid Waste management system, including educational programs, as defined by the Comprehensive Solid Waste Management Plan.

3.3 The County shall continue to operate the System in a financially prudent manner, minimize fee increases, and use System revenues only for System purposes. The County's operation of the System is subject to governance by the SWSGB, as further set forth in elsewhere in this Agreement.

4. COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN. For the duration of their participation in this Agreement, each Party shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of their participation in this Agreement, each Party authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in each Party's jurisdiction. Parties executing this Agreement hereby agree to execute the County's Comprehensive Solid Waste Management Plan. The SWSGB shall review and make recommendations to the Skagit County Board of Commissioners regarding updates to the County Comprehensive Solid Waste Management Plan.

5. DESIGNATION OF COUNTY SYSTEM FOR SOLID WASTE DISPOSAL. Each Party shall designate the County System for disposal of all Solid Waste generated within the Party's jurisdictional limits, and within the scope of the Comprehensive Solid Waste Management Plan.

6. DESIGNATION OF DISPOSAL SITES. The SWSGB shall designate County System disposal site or sites for the disposal of such solid waste except for recyclable and other materials removed from solid waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. Designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish any Party's power to regulate land use and establish land use criteria within the Party's jurisdiction. Furthermore, designation by the SWSGB of disposal site(s) pursuant to this Agreement shall not diminish the County's authority to regulate public health pursuant to Title 70 RCW and other applicable laws and regulations.

7. ENFORCEMENT. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of solid waste at sites designated by the County. Each Party shall cooperate with the County in its enforcement efforts, and shall provide by ordinance that any person that disposes of Solid Waste generated within its boundaries at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes, or County ordinances relating to the disposal of Solid Waste at sites designated by the County. However, in instances in which the County lacks legal authority to bring an enforcement action and another Party possesses that authority, the County may request that the Party bring such enforcement action. The Party shall comply with this request, or in some other way ensure that Solid Waste generated with the Party is disposed of at those sites designated by the County. All reasonable costs incurred by the Party in taking such enforcement or other actions that are requested in writing by the County shall be paid as System costs.

8. LIABILITY AND INDEMNIFICATION. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their elected officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to any other Parties by reason of entering into this Agreement except as may be expressly provided herein.

9. SYSTEM COSTS AND RATE INCREASES. The Parties agree that all System Costs shall be paid by the System through tipping fee rate increases, as deemed necessary and proper by the SWSGB pursuant to the terms of this Agreement. Rates set by the SWSGB shall accommodate long-term System viability and a financially reasonable level of cash reserves.

10. DURATION; TERM OF AGREEMENT. The Parties agree to be bound by this Agreement until September 15, 2013, unless prior modified in accordance with paragraph 9. This Agreement shall not sunset or expire, but shall continue in full force and effect. Individual parties to this Agreement may, after September 15, 2013, withdraw from this Agreement by giving sixty (60) days' notice to all other parties to this Agreement.

11. REVISION, AMENDMENT, SUPPLEMENTATION, OR TERMINATION. This Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Agreement may be revised,

amended, or supplemented, or the Agreement as a whole may be terminated only upon the written agreement of all Parties executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any other contractual obligation of the County. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. SOLID WASTE ADVISORY COMMITTEE.

12.1 Pursuant to Chapter 70.95.165(3) RCW and Chapter 39.34.030(4) RCW and Skagit County Code 12.18, a Solid Waste Advisory Committee shall continue operating for the purpose of rendering advice to Skagit County and the SWSGB regarding solid and moderate risk waste related issues generally, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.

12.2 Membership of the Solid Waste Advisory Committee shall be as follows:

(1) Regular members. The Solid Waste Advisory Committee shall consist of:

(a) One member from each party to this Agreement, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(b) One member from each Municipality in Skagit County which has its own Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.

(c) Three members, each representing the unincorporated area of one of the three County Commissioner districts. The three members shall be recommended by the County Commissioners. The County Commissioners shall recommend candidates representing a spectrum of citizens, public interest groups, and businesses. Candidates shall be residents of Skagit County or firms licensed to do business in Skagit County.

(d) Two members shall be selected, one to represent commercial solid waste collection firms; and one to represent commercial recycling firms. These members shall be recommended by the County Commissioners.

(e) One ex officio, non-voting representative from the Skagit County Public Works Solid Waste Section.

(f) One ex officio, non-voting representative from the State of Washington Department of Ecology.

(g) One ex officio, non-voting representative from the Skagit County Health Department.

(2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on

the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.

12.3 Meetings. The Solid Waste Advisory Committee shall meet as required to carry out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee, A majority of the total voting membership of the Committee is required to pass a motion.

12.4 Transfer Station Oversight Sub-Committee. Provides operational and customer-based input on Skagit County Transfer Station operations and serves as an advisory resource to the Solid Waste Advisory Committee.

(1) Regular Members. The Transfer Station Oversight Sub-Committee shall consist of one staff member each from Mount Vernon, Sedro-Woolley, Burlington, Anacortes, Regional Disposal Company, Waste Management, Inc., Skagit River Steel and Recycling, and Skagit County Public Works.

(2) Meetings. The Transfer Station Oversight Sub-Committee shall meet every year, or as needed, to carry out the purposes of the Committee including making recommendations to the Solid Waste Advisory Committee.

13. SOLID WASTE SYSTEM GOVERNANCE BOARD.

13.1 Purpose. Any proposed changes or improvements significantly affecting the operation of the System or which may directly or indirectly impact tipping fees (including, but not limited to, tipping fee adjustments) or the siting of disposal facilities (herein collectively referred to as "Significant Solid Waste Decisions") shall be submitted to the Solid Waste System Governance Board (SWSGB) for final decision. Significant Solid Waste Decisions within the scope of the SWSGB's purview shall include timely review and approval by majority vote of the following matters, as recommended by the SWAC and/or the County in a manner consistent with this Agreement:

13.1.1 Major capital improvements to the System. "Major capital improvements" shall be defined as any capital expenditures in excess of Fifty Thousand Dollars (\$50,000) which modify the method or model of operation of the System.

13.1.2 Designation of site(s) for inclusion within the System, consistent with the other provisions of this Agreement;

13.1.2 Long-range plans for System expansion and construction. By December 31, 2011 the SWSGB shall produce a long-range plan for the System that encompasses the ensuing twenty (20) year period (the "Long Range Plan"). If the SWSGB fails to produce a Long Range Plan by December 31, 2011, the Skagit County Board of Commissioners may adopt a Long Range Plan.

13.1.4 Requests for Proposals for privatization of all or any part of the System, including approval of any System/Operator Agreement (or similar agreement) for private parties

(and/or third parties who are not signatories to this Agreement) seeking to become a part of the System;

13.1.5 Changes to tipping rates, which shall be done in a manner consistent with the other terms and conditions of this Agreement;

13.1.6 The annual operating budget for the following year. Provided, however, the SWSBG's approval shall be limited to approval of the overall budget based on a desired level of service ("LOS"), and shall not include the right to line-item veto individual proposed budget expenditures.

The SWSGB may direct the County to perform and/or commission any such studies as are necessary toward making reasoned and informed Significant Solid Waste Decisions, all costs of which shall be paid as System costs.

13.2 Powers Not Enumerated. Any powers not enumerated herein and assigned to the SWSGB shall be retained by the Skagit County Department of Public Works.

13.3 Regular Members. The SWSGB shall consist of at least one representative of each party executing this Agreement.

13.4 Meetings. The SWSGB shall meet a minimum of at twice each calendar year, or as often as otherwise needed to adequately deliberate upon and decide Significant Solid Waste Decisions (as defined in Section 13.1, above), or for other purposes (such other purposes including, but not limited to, review of the status of the solid waste disposal system, and review of any recommendations from the Solid Waste Advisory Committee).

13.5 Decisions of SWSGB Initiated by County. The County shall retain responsibility for day-to-day operations of the System. Without diminishing the power afforded the SWSGB pursuant to ¶13.1, supra, the County may request a decision as to a Significant Solid Waste Decision from the SWSGB. After submitting any Significant Solid Waste Decision to the SWSGB that is within the scope set forth in Section 13.1 (above), the SWSGB shall render a decision within sixty (60) days. Upon a finding by the SWSGB that additional time is needed in which to render a decision, the SWSGB may extend the decision timeline for an additional 60 days. In addition to the foregoing, upon a finding by the County Public Works Director that any Significant Solid Waste Decision constitutes an emergency that threatens the operation of the System, the SWSGB may be convened on an emergency basis three (3) days after notice to each Party to this Agreement. The County shall submit requests for decisions from the SWSGB regarding Significant Solid Waste Decisions in writing. In the event that the County does not receive a final written decision from the SWSGB within sixty (60) days (or 120 days if properly extended as set forth above), the County may take action consistent with the best interests of the System within the scope of the Significant Solid Waste Decision initially sought.

13.6 SWSGB Voting. All decisions of the SWSGB envisioned herein shall be done by majority vote, and immediately reduced to writing and provided to the County. A quorum shall consist of a simple majority of the Municipal members of the SWSGB. Counting of Municipal members present for the purposes of a quorum shall be based on the presence of one Municipal representative. A transcript shall be made of each SWSGB meeting. Each party shall have one vote weighted as follows: the population of each party's jurisdiction divided by the total Skagit County population, as established by the most recent U.S. Census, expressed as a percentage of 100%, rounded to the nearest tenth.

13.6.1 Based on the 2000 U.S. Census establishing a total County population of 102,979 (and subject to modification after each new census), each party's vote shall be as follows:

Anacortes	16,400	15.9%	
Burlington	8,400	8.2%	
Sedro-Woolley	9,945	9.7%	
Mount Vernon	29,390	28.5%	
La Conner	900	0.9%	
Hamilton	330	0.3%	
Lyman	450	0.4%	
Concrete	832	0.8%	
County	36,332	35.3%	

Any party with less than 5% percentage vote may assign their vote to any other party by written proxy duly executed by the assignor's executive authority..

14.7 Extraordinary Veto by Board of Commissioners. The Skagit County Board of Commissioners (by action of the Skagit County Board of Commissioners) may veto any final decision of the SWSGB within thirty (30) days of any final decision by the SWSGB on the sole grounds that a final decision of the SWSGB will: (a) jeopardize the long-term viability of the System; and/or (b) is contrary to State law governing operation of the System. Any final decision of the SWSGB vetoed by the Skagit County Board of Commissioners pursuant to this paragraph shall be returned to the SWSGB for further deliberation. In the event the SWSGB and the Skagit County Board of County Commissioners cannot agree after veto and remand of any final decision within twenty (20) days, the matter shall be submitted to final, binding arbitration before a single arbitrator to be selected within thirty (30) days by the Presiding Judge, Skagit County Superior Court. The arbitration shall be held at a mutually convenient time and location with Skagit County, not less than forty-five (45) days after the selection of the arbitrator. Any arbitration shall apply the laws of the State of Washington. Each party shall bear its own costs and fees in the event of any such arbitration. The parties must each submit a concise statement setting forth a proposed resolution to the dispute, from which the arbitrator shall choose on the basis of its consistency with this Agreement. The arbitrator's decision shall be final and binding on the parties. The arbitrator may award the prevailing party their reasonable attorney fees and costs, including expert and consultant fees. Any arbitrated dispute shall be maintained by individual parties to this Agreement and not the System, and attorney fees and costs fixed by the arbitrator shall not be assessed as System costs. The arbitrator's decision may be entered by any party in Skagit County Superior Court.

15. NO THIRD PARTY BENEFICIARIES: This Agreement is not entered into with the intent that it shall benefit any Municipality not signing this Agreement and no other person or entity shall be entitled to be treated as a third party beneficiary of this Agreement. 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, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any other party.

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

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

18. COMPLIANCE WITH LAWS: 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. The parties shall obtain and comply with any and all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement.

19. 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.

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

21. TIME OF PERFORMANCE: Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

22. NO SEPARATE ENTITY: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, and no separate legal entity is established by this Agreement.

23. 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.

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

APPROVED:

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

SHARON D. DILLON, Chair

DON MUNKS, Commissioner

KENNETH A. DAHLSTEDT, Commissioner

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Administrator

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Sharon Dillon, Don Munks, and/or Kenneth A. Dahlstedt is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2007.

(SEAL) _____

Notary Public
print name: _____
Residing at _____
My commission expires _____

CITY OF MOUNT VERNON:

BUD NORRIS, Mayor
(Date _____)

Mailing Address:
City of Mount Vernon
910 Cleveland Avenue
P.O. Box 809
Mount Vernon WA, 98273

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Bud Norris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Mount Vernon, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2007.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

CITY OF ANACORTES:

DEAN MAXWELL, Mayor
(Date _____)

Mailing Address:

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

CITY OF SEDRO-WOOLLEY:

MIKE ANDERSON, Mayor
(Date _____)

Mailing Address:
Sedro-Woolley City Hall
720 Murdock Street
Sedro-Woolley, WA 98284

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mike Anderson is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was duly authorized execute the instrument and acknowledged it as Mayor of the City of Sedro-Woolley, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2007.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

TOWN OF LA CONNER:

WAYNE EVERTON, Mayor
(Date _____)

Mailing Address:
Town of La Conner
P.O. Box 400
La Conner, WA 98257

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Wayne Everton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2007.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

TOWN OF CONCRETE:

Judd Wilson, Jr., Mayor
(Date _____)

Mailing Address:
Town of Concrete
P.O. Box 39
Concrete, WA 98237

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jack R. Billman, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Concrete, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2007.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

TOWN OF LYMAN:

DEBORAH HEINZMAN, Mayor
(Date _____)

Mailing Address:
Town of Lyman
8334 S Main St
Lyman, WA 98263-9800

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Chris Stormount is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized execute the instrument and acknowledged it as Mayor of the Town of Lyman, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2007.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

TOWN OF HAMILTON:

TIMOTHY BATES, Mayor
(Date _____)

Mailing Address:

Eron Berg

From: Will W. Honea
Sent: Thursday, January 24, 2008 3:07 PM
To: Will W. Honea; Eron Berg
Cc: Mike Anderson; James E. Voetberg; Sharon D. Dillon
Subject: RE: Solid Waste System Governance Board

Eron

This email is addressed to your council as well.

WH

From: Will W. Honea
Sent: Thursday, January 24, 2008 3:00 PM
To: Eron Berg
Cc: Mike Anderson; James E. Voetberg; Sharon D. Dillon
Subject: Solid Waste System Governance Board

Eron,

I was unable to make the council meeting last night as I was dealing with FEMA flood mapping issues, i.e., attempting to protect, among other things, the community you live in and the community you work in from laboring under inappropriately high flood elevations.

Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

As we both fully understand and have discussed on several occasions, the Cimarron / Ray Sizemore litigation against Skagit County is almost entirely driven by Deluxe / Larry McCarter, which explains why Deluxe was at the mediation with Cimarron last fall, running the show and dictating the terms of any potential settlement. (After the last several years of history around this issue, it is surprising indeed to see you getting into bed with Ray Sizemore.)

Bottom line, Deluxe is not going to get a contract, permit or anything else by using suing the County over the Cimarron agreement by proxy – which, as you and I have discussed at length, is the course of action you are promoting by trying to block the governance board proposal. And please rest assured that you and your Mayor's questionably extensive involvement in paving the way for Deluxe's proposal will become the subject of extensive subpoena and discovery should the Cimarron lawsuit proceed forward. It will become highly relevant the extent to which Mr. McCarter is whispering in your, Mayor Anderson's and Mr. Requa's ears about the manner and form in which the community's solid waste system should be structured and operated, and there is little question that is going on.

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Eron Berg

From: Will W. Honea
Sent: Thursday, January 24, 2008 3:25 PM
To: Eron Berg
Cc: Mike Anderson; James E. Voetberg; Sharon D. Dillon
Subject: RE: Solid Waste System Governance Board

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Eron Berg

From: Will W. Honea
Sent: Thursday, January 24, 2008 5:45 PM
To: Eron Berg
Cc: 'fwhite@skagitvalleyherald.com'
Subject: RE: Solid Waste System Governance Board

Eron

Thanks for the questions. Here are my responses in text below. Since you have brought Ms. White into the discussion, I suggest we simply carbon copy her on our emails going forward.

Because we both know that the source of the objections lies with the Deluxe proposal, please understand that I'm having a really hard time not getting frustrated with the various new objections you keep raising, particularly since the proposal we've put out there is exactly what the cities have been agitating to obtain for many years.

Best Regards,

Will Honea

From: Eron Berg
Sent: Thursday, January 24, 2008 3:41 PM
To: Will W. Honea
Subject: RE: Solid Waste System Governance Board

Sure, the Council was interested in the following:

1. How many landfills are in Skagit County; how many need to be cleaned-up? We don't know, and the appropriate question is how many sites on which we (collectively) will be named as a potentially liable party. No one can know that. The Governor's Puget Sound initiative focuses on cleaning these things up. The point, as you and I have discussed extensively when we put this agreement together, is that all the municipalities disposed in many different locations, and when we have to clean them up it is far better if we are approaching them cooperatively. There is some reason to believe that Sedro-Woolley disposed of waste at the Whitmarsh landfill, and please understand that we are considering whether to name Sedro-Woolley as a contributing party. Obviously, you will be forced to hire outside counsel when that happens to defend the City. Multiply that times all the different municipalities, and you have a pretty clear explanation as to why joining our fate together in a common approach makes sense. It seems clear that Sedro-Woolley disposed at the Panorama dump, another site on Ecology's upcoming hit list. I don't have a comprehensive list of all the dump sites, and the point of this proposal, as you are well aware, does not include a comprehensive study of all the potential sites in Skagit County where Sedro-Woolley might be conceivable liable, nor is anyone able to provide one. Honestly, I'm not really interested in performing a study for you as to all the sites where there is potential liability for your city. You need to make that assessment, based on something besides my say-so.

We are talking about contingent liabilities, and the question is whether our community will be better off if we address these questions together, or whether we devolve into a series of litigious messes every time Ecology points the finger at a dump site. I will try to provide a

little bit more information at the meeting, but please understand that it is not my intention to try and provide a comprehensive discussion of all contingent liabilities, the word contingent being operative. No one is asking Sedro-Woolley to pay anything (contrary to what you were quoted as saying in today's article), but rather to join collectively to address contingent liabilities going forward. The fact of the matter is that you know all this, and it is really frustrating for me to see you simply throwing up successive new roadblocks. You and the city are going to have to decide whether you want to pursue a go-it-alone approach, or whether you intend to become part of a collective effort to keep down rates and minimize liability. I would submit that the former approach is not in anyone's interest.

2. Where are they located? See above.
3. What is the impact of the proposed SWSGB structure on potential future requests for privatization (compared to the current structure)? Currently, the cities simply have an advisory role, and under the current structure the decision whether to privatize rests with the County, although the current interlocal does seem to require actions be taken with the cities having an opportunity to weigh in. We are proposing to give the cities a direct voice, which is something that the cities have long agitated for. There is absolutely nothing in the SWSGB structure that precludes private proposals and privatization. We've discussed this at great length, so please understand my irritation at it continuing to come up.

Thanks for your help with this information.

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Sedro-Woolley is demanding the exact same thing that Ray Sizemore and Cimarron were demanding, a course of action that this community soundly rejected last year, something that Sedro-Woolley and you personally, if I recall, publicly opposed. The bottom line of what you are seeking is a pre-arranged decision that the County will agree to the Deluxe / Sedro-Woolley plan for the community's solid waste system. That simply isn't going to happen, and it is deeply troubling from the standpoint of good governance that Sedro-Woolley and you are demanding such a thing.

We are not interested in further "negotiating" anything, in part a recognition of the fact that you are simply throwing up roadblocks in a misguided attempt to kill the governance board proposal. There was a question raised about what will happen if Sedro-Woolley doesn't sign the agreement. If Sedro-Woolley doesn't plan on signing the governance board agreement, it simply means Sedro-Woolley won't have a vote in the upcoming decisions going forward, one of which will inevitably involve questions of privatization. Sedro-Woolley will, in any event, be expected to conform with its existing solid waste interlocal agreement until 2013 (which we will actively enforce), and Sedro-Woolley can then develop its own solid waste plan thereafter as it sees fit.

Let me know if you have any questions. If you would like me to come to the next council meeting to discuss and answer questions, I'll be happy to do so.

Best Regards,

Will Honea
Chief Civil Deputy
Skagit County Prosecuting Attorney

Eron Berg

From: Will W. Honea
Sent: Thursday, January 24, 2008 5:49 PM
To: Eron Berg
Cc: 'fwhite@skagitvalleyherald.com'
Subject: RE: Solid Waste System Governance Board

Eron

My apologies I misread the article – I see that it was Tony Splane quoted on the cost issue. But I would've expected you to explain the issue.

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Cc: 'fwhite@skagitvalleyherald.com'
Subject: RE: Solid Waste System Governance Board

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Because we both know that the source of the objections lies with the Deluxe proposal, please understand that I'm having a really hard time not getting frustrated with the various new objections you keep raising, particularly since the proposal we've put out there is exactly what the cities have been agitating to obtain for many years.

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To: Will W. Honea
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1. How many landfills are in Skagit County; how many need to be cleaned-up? We don't know, and the appropriate question is how many sites on which we (collectively) will be named as a potentially liable party. No one can know that. The Governor's Puget Sound initiative focuses on cleaning these things up. The point, as you and I have discussed extensively when we put this agreement together, is that all the municipalities disposed in many different locations, and when we have to clean them up it is far better if we are approaching them cooperatively. There is some reason to believe that Sedro-Woolley disposed of waste at the Whitmarsh landfill, and please understand that we are considering whether to name Sedro-Woolley as a contributing party. Obviously, you will be forced to hire outside counsel when that happens to defend the City. Multiply that times all the

different municipalities, and you have a pretty clear explanation as to why joining our fate together in a common approach makes sense. It seems clear that Sedro-Woolley disposed at the Panorama dump, another site on Ecology's upcoming hit list. I don't have a comprehensive list of all the dump sites, and the point of this proposal, as you are well aware, does not include a comprehensive study of all the potential sites in Skagit County where Sedro-Woolley might be conceivable liable, nor is anyone able to provide one. Honestly, I'm not really interested in performing a study for you as to all the sites where there is potential liability for your city. You need to make that assessment, based on something besides my say-so.

We are talking about contingent liabilities, and the question is whether our community will be better off if we address these questions together, or whether we devolve into a series of litigious messes every time Ecology points the finger at a dump site. I will try to provide a little bit more information at the meeting, but please understand that it is not my intention to try and provide a comprehensive discussion of all contingent liabilities, the word contingent being operative. No one is asking Sedro-Woolley to pay anything (contrary to what you were quoted as saying in today's article), but rather to join collectively to address contingent liabilities going forward. The fact of the matter is that you know all this, and it is really frustrating for me to see you simply throwing up successive new roadblocks. You and the city are going to have to decide whether you want to pursue a go-it-alone approach, or whether you intend to become part of a collective effort to keep down rates and minimize liability. I would submit that the former approach is not in anyone's interest.

2. Where are they located? See above.
3. What is the impact of the proposed SWSGB structure on potential future requests for privatization (compared to the current structure)? Currently, the cities simply have an advisory role, and under the current structure the decision whether to privatize rests with the County, although the current interlocal does seem to require actions be taken with the cities having an opportunity to weigh in. We are proposing to give the cities a direct voice, which is something that the cities have long agitated for. There is absolutely nothing in the SWSGB structure that precludes private proposals and privatization. We've discussed this at great length, so please understand my irritation at it continuing to come up.

Thanks for your help with this information.

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From: Will W. Honea
Sent: Thursday, January 24, 2008 3:29 PM
To: Eron Berg
Cc: Mike Anderson; James E. Voetberg; Sharon D. Dillon
Subject: RE: Solid Waste System Governance Board

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WH

From: Will W. Honea

Sent: Thursday, January 24, 2008 3:25 PM
To: Eron Berg
Cc: Mike Anderson; James E. Voetberg; Sharon D. Dillon
Subject: RE: Solid Waste System Governance Board

Eron

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The County has 100% authority over the solid waste system as things sit. If the goal was to block the Deluxe proposal, why would the County be giving away power? Does that basic concept not register here?

WH

From: Eron Berg
Sent: Thursday, January 24, 2008 3:08 PM
To: Will W. Honea
Cc: Mike Anderson
Subject: RE: Solid Waste System Governance Board

Will,

Yes, please do come to our meeting on the 13th of February. I think the Council would like to hear directly from you on some of these issues.

I have not read the paper today so I do not know what they reported. I don't believe I have said anything that you would have any legal quarrels with and if that appears so in the paper please ask rather than assume.

Mayor Anderson and I will be happy to honor any lawful subpoenas or requests for information. I do not believe we are acting illegally or improperly. I don't appreciate your comments in that regard – they are not helpful to anyone.

Eron

2/8/2008

From: Will W. Honea
Sent: Thursday, January 24, 2008 3:00 PM
To: Eron Berg
Cc: Mike Anderson; James E. Voetberg; Sharon D. Dillon
Subject: Solid Waste System Governance Board

Eron,

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Rather than thanks, we were greeted today with a newspaper article full of more bogus objections to the Solid Waste System Governance Board proposal. Each of the issues you are raising we discussed extensively before the agreement was presented at the January Municipalities Committee meeting. Mr. Requa insists in yesterday's Herald that we "get it right", but doesn't bother to explain what he sees as the problem. (I find this particularly troubling given Mr. Requa's financial entanglements with Deluxe and their proposal.) This is the first time you've raised the issue of liability as posing a problem, and, moreover, I've yet to hear any ideas about what should be done other than what we've proposed, now or back in December when we put this agreement together. Now, half the municipalities in the County have executed the agreement, and, as you are fully aware, it would be virtually impossible to go back and start making changes.

As I explained to you in great detail in December, we are seeking to wrap all MTCA liability into the System to avoid spending endless time, money and legal resources attempting to partition liability. It is totally false to represent to anyone that we're asking Sedro-Woolley to pay anything. If there are liabilities, we pay for them through the System, through appropriate rate-setting. It's extremely simple. There are numerous landfills around the County at which everyone disposed waste, and the inevitable MTCA fights those involve use up resources that would be far better spent attacking the problem directly and jointly, which also allows the community to present a united front with respect to Ecology, insurers, as well as other potentially liable parties. There is no good faith objection to the legal approach or substantive merits of the idea, and you've never raised any. It is of course conceivable you have concluded that Sedro-Woolley is likely to come out somehow marginally worse off by joining forces with the rest of the community on this issue, and I'd be happy to review the economic study that allows you make such a contention. Since it appears is no such analysis, I'm making the logical conclusion that this latest objection is simply another red herring designed to footdrag in an effort to do what you believe is necessary to protect the Deluxe proposal, into which you have sunk extensive City resources into accommodating Deluxe before they so much as submitted for a permit.

State law puts management of the solid waste system in the hands of the County, and your statements to the contrary are flat wrong. (You keep saying this in the newspaper, but have yet to offer a single word of legal authority for your assertions.)

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Best Regards,

Will Honea
Chief Civil Deputy
Skagit County Prosecuting Attorney

Eron Berg

From: Will W. Honea
Sent: Thursday, January 24, 2008 6:55 PM
To: Eron Berg
Cc: 'fwhite@skagitvalleyherald.com'
Subject: RE: Solid Waste System Governance Board

Eron,

One more thing: there really isn't anything that prevents the County from setting rates to accommodate contingent System liabilities now, the difference being that the cities don't get a direct voice. Making the liability issue even less of an issue.

Also keep in mind that the Cimarron / Deluxe lawsuit, if it goes forward, will be a System liability. So by not helping me avoid this liability, you are indirectly creating liability for the citizens of Sedro-Woolley.

WH

From: Will W. Honea
Sent: Thursday, January 24, 2008 6:20 PM
To: 'fwhite@skagitvalleyherald.com'
Cc: Eron Berg
Subject: FW: Solid Waste System Governance Board

Franny,

By the way, my email below was not intended as a "formal response from the County" – such things come on letterhead under someone's signature. Not sure if that was your characterization, or your source made that characterization. It was rather an email expressing a high level of frustration with the turn this proposal has taken in Sedro-Woolley; as should be apparent.

Best Regards,

Will Honea
 Chief Civil Deputy
 Skagit County Prosecuting Attorney

From: Will W. Honea
Sent: Thursday, January 24, 2008 5:49 PM
To: Eron Berg
Cc: 'fwhite@skagitvalleyherald.com'
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To: Will W. Honea
Subject: RE: Solid Waste System Governance Board

Sure, the Council was interested in the following:

1. How many landfills are in Skagit County; how many need to be cleaned-up? We don't know, and the appropriate question is how many sites on which we (collectively) will be named as a potentially liable party. No one can know that. The Governor's Puget Sound initiative focuses on cleaning these things up. The point, as you and I have discussed extensively when we put this agreement together, is that all the municipalities disposed in many different locations, and when we have to clean them up it is far better if we are approaching them cooperatively. There is some reason to believe that Sedro-Woolley disposed of waste at the Whitmarsh landfill, and please understand that we are considering whether to name Sedro-Woolley as a contributing party. Obviously, you will be forced to hire outside counsel when that happens to defend the City. Multiply that times all the different municipalities, and you have a pretty clear explanation as to why joining our fate together in a common approach makes sense. It seems clear that Sedro-Woolley disposed at the Panorama dump, another site on Ecology's upcoming hit list. I don't have a comprehensive list of all the dump sites, and the point of this proposal, as you are well aware, does not include a comprehensive study of all the potential sites in Skagit County where Sedro-Woolley might be conceivable liable, nor is anyone able to provide one. Honestly, I'm not really interested in performing a study for you as to all the sites where there is potential liability for your city. You need to make that assessment, based on something besides my say-so.

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Best Regards,

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Chief Civil Deputy
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Eron Berg

From: Will W. Honea
Sent: Friday, January 25, 2008 3:49 PM
To: Eron Berg
Cc: Mike Anderson; Sharon D. Dillon; KenDahlstedt; Gary Rowe; DonMunks; Richard A. Weyrich; James E. Voetberg
Subject: FW:
Attachments: 0125160536.pdf; panorama.pdf



0125160536.pdf (282 KB)



panorama.pdf (536 KB)

Eron,

As an initial matter, allow me to apologize for the tone of my email yesterday to Mayor Anderson and you. Whatever the various parties' motivations, the frustration expressed in my email was inappropriate.

This email is an effort to further discuss the common MTCA liability issue.

As we've discussed, there are numerous sites around the County and in the cities where there was disposal of solid waste in the past. The cities and the County (and private businesses and citizens) variously disposed in and operated many of them.

We are not entirely certain which sites will require clean-up, because MTCA clean up is something initiated by Ecology. That being said, I don't think it makes sense for anyone to opine publicly about which sites we believe we are liable to clean up, whether Sedro-Woolley or the County. Suffice to say the Governor has made clean up of disposal sites a high priority.

These sites invoke joint and several liability, which you can explain to your council and mayor without my recounting it in this email. The bottom line is that joint and several liability as well as associated insurance coverage all but requires naming everyone as a contribution defendant who might possible have disposed at the site in question.

In other words, it puts whatever municipality is named as a principally liable party in the position of suing everyone else to try to force them to come to the table with resources, and sorting out apportionment later. So, for example, the normal course of action for the County is to sue for contribution from anyone who might've disposed waste. But everyone is at the end of the day paying a whole army of lawyers and consultants.

In the recent article, Mr. Splane was quoted as asking why Sedro-Woolley should have to pay for sites where Sedro-Woolley didn't dispose, apparently referring to the Whitmarsh landfill. But Sedro-Woolley may in fact have liability at the Whitmarsh landfill, and very clearly has liability elsewhere.

As you can see from the relevant pages of the attached report on the Whitmarsh landfill attached, Sedro-Woolley appears to have disposed at the Whitmarsh site. Thus, there may be little option but to sue Sedro-Woolley for contribution, a decision that will in no small measure be impacted by the City Council's decision on the governance board proposal. (Clearly we would be suing Anacortes had they not signed on to the Solid Waste System Governance Board proposal, and linked themselves to the County in common cause against these potentially large clean-up costs.)

You should keep in mind that there are huge legal and consulting costs to in effect disprove liability even where one ends up having no actual liability in the end. That's the basic practical impact of joint and several liability, and that's why there has been so much criticism of the CERCLA (i.e., Superfund) and MTAC (the State Superfund Law) over the past years, i.e., it drags even parties with liability that isn't readily apparent into the net of litigation and forces them to spend large amounts of money dealing with

the issue.

On the other hand, these laws do certainly accomplish their objective: the mess actually gets cleaned up, one way or another.

Sedro-Woolley has other liability considerably beyond the Whitmarsh site. There are two sites within the city of Sedro Woolley, Bassett Road and Riverfront Park, for which Sedro-Woolley is probably a principal PLP. The County has been named for the Panorama dump site on Day Creek Road, and there is little question that Sedro-Woolley will be named as a contribution defendant (that is, unless we can arrive at a common agreement). See attached PDF.

As I said in previous emails and in our discussions, the point here is that no one really knows what is underground at these sites, what the extent of the liability is, what it will cost to clean up, who will ultimately be responsible, what we will be named to clean up by Ecology, etc. The point of setting things up where we work together through a single enterprise fund is to address and contain that risk and uncertainty.

But the long and short of it is that all the cities and the County are going to be embroiled in a litigation mess for many years over these issues unless we join together and present a united front against Ecology and the insurance companies involved. The only ones who will win are the attorneys, and the insurers who can divide and conquer.

If you have any further questions, please advise. I am planning to attend your Feb. 13 council meeting to further discuss.

Best Regards,

Will Honea
Chief Civil Deputy
Skagit County Prosecuting Attorney



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

November 5, 2007

CERTIFIED MAIL
7005 1820 0000 6708 3159

MR WILLIAM HONEA
SKAGIT COUNTY SHERIFF
605 S 3RD ST
MOUNT VERNON WA 98273

Dear Mr. Honea:

Re: **EARLY NOTICE LETTER** Facility Site #6299983
Panorama Dump
Old Day Creek Road
Clear Lake, WA 98284
Tax Parcel #s P40612, P40571, P40664

RECEIVED
SKAGIT COUNTY
PROSECUTING ATTORNEY
2007 NOV - 7 PM 12: 11

This letter is sent to you concerning information that the Department of Ecology (Ecology) has gathered regarding the above referenced property. As part of the process under the Model Toxics Control Act (MTCA), Ecology maintains a list of known or suspected contaminated sites. Based on available information in the department's files, it is Ecology's decision to add this property to the list as a site suspected to be contaminated by hazardous substances.

Enclosed is a data summary report containing information we believe reflects the current site status. A legend is also enclosed to help interpret codes used in this report. Please note that inclusion on the list **does not** mean that Ecology has determined you to be a potentially liable person responsible for cleanup under the MTCA. However, this letter is a notification that an area(s) of contamination may exist on this property. Further investigation or cleanup action will need to be done to comply with Washington State laws and regulations.

Because of considerable potential liability, please be advised to carefully consider any investigation or cleanup actions and to carefully document steps taken independent of Ecology's involvement. Guidance documents to help conduct an independent cleanup are available if you are interested in this option. In proceeding with an independent cleanup, please be aware there are requirements in State law which must be met. Some of these requirements are addressed in WAC 173-340-120(8)(B) and -300(4). Ecology will use



the appropriate requirements contained throughout this chapter in its evaluation of the adequacy of any independent remedial (cleanup) actions performed.

Ecology has a strong commitment to work cooperatively with individuals to accomplish prompt and effective investigations and site cleanups. However, due to limited resources and requirements in State law, we are not able to provide all the assistance requested. Your cooperation in planning or conducting a cleanup action is not an admission of guilt or liability.

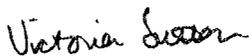
If an independent cleanup action is undertaken, and a formal review of the work is desired, a report may be submitted to Ecology through the Voluntary Cleanup Program. This program was established in response to the public's need for Ecology to more rapidly review cleanup actions. A fee has been established to support this review process. Guidance documents to help conduct an independent cleanup are available if you are interested in this option.

If a cleanup action is undertaken and a formal review of the work is not desired at this time, then the information should be submitted to Ecology in order to document any assessment or cleanup activities. If no report is available, but work is in progress or anticipated, a letter describing these plans would be helpful in updating the site record.

If an independent cleanup action does not occur on this property, Ecology will conduct a more detailed inspection at a future time that may include testing for contamination. After that, Ecology will assess what action is needed and establish a priority for that work under the formal MTCA cleanup process. At that time, the potentially liable person(s) would be determined and would be responsible for cleanup costs, including State oversight.

Should you have any questions regarding this letter or if you would like a copy of Chapter 70.105D RCW (The Model Toxics Control Act), the implementing regulations, Chapter 173-340 WAC, that detail these requirements, or a guidance document, please contact me at (425) 649-7219. Thank you in advance for your cooperation.

Sincerely,



Victoria Sutton
Initial Investigator
Toxics Cleanup Program

VS:dkm
Enclosures: 2

cc: Donna Hyder
James Bethea

**DEPARTMENT OF ECOLOGY -- TOXICS CLEANUP PROGRAM
INTEGRATED SITE INFORMATION SYSTEM
SITE DATA SUMMARY AS OF 11/05/2007**

FACILITY SITE ID: 6299983 **SITE NAME:** PANORAMA DUMP

SITE LOCATION INFORMATION

ADDRESS: OLD DAY CREEK RD

DEGREES MINUTES SECONDS

TOWNSHIP RANGE SECTION

LATITUDE: 48 28 41.00
LONGITUDE: 122 9 40.00

35N 5E 33

CITY: CLEAR LAKE

ZIP CODE: 98284

COUNTY: SKAGIT

TAX PARCEL #: P40612

LEGISLATIVE DISTRICT #:
CONGRESSIONAL DISTRICT #:

SITE STATUS INFORMATION

ENTERED DATE: 11/5/2007
LAST UPDATE DATE: 11/5/2007

ECOLOGY STATUS: 1 Awaiting SHA
INDEPENDENT STATUS:

SITE TYPE:

STATUTE: 2 MTCA only

WARM BIN #: **LUST ID:**

BROWNFIELDS: **ERTS ID:** 535524

RESPONSIBLE UNIT: NORTHWEST

SITE MANAGER: NORTHWEST REGION

SITE COMMENTS

Includes 3 parcels: P40612, P40664, & P40571

VCP INFORMATION

NFA:

NFA DT:

RESTRICT COVNT. REQ:

ACTIVITIES	ACTIVITY	STATUS	START DT	COMPLETION DT	LEGAL MECHANISM	ACTIVITY LEAD
	Site Discovery/Report Received	Completed	7/18/2003	7/18/2003		MUSA, DONNA
	Initial Investigation	Completed	2/9/2004	1/19/2007		SUTTON, VICTORIA
	Early Notice Letter(s)	Completed	11/5/2007	11/5/2007		SUTTON, VICTORIA

AFFECTED MEDIA AND CONTAMINANTS INFORMATION

MEDIA	STATUS	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	#17	#18	#19	#20	#21	#22	#23	#24	DW TYPE:
4 Soil	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
2 Surface Water	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
1 Groundwater	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	

#1 = Base/Neutral Organics	#6 = Pesticides	#11 = PAH	#16 = Conventional Contaminants, Inorganic	(21-24 sediments only)
#2 = Halogenated Organic Compounds	#7 = Petroleum Products	#12 = Reactive Wastes	#17 = Asbestos	#21 = Tributyl Tin
#3 = Metals-Priority Pollutants	#8 = Phenolic Compounds	#13 = Corrosive Wastes	#18 = Arsenic	#22 = Bioassay/Benthic Failures
#4 = Metals-Other	#9 = Non-Halogenated Solvents	#14 = Radioactive Wastes	#19 = MTB	#23 = Wood Debris
#5 = PCB	#10 = Dioxins	#15 = Conventional Contaminants, Organic	#20 = Unexploded Ordnance (UXO)	#24 = Other Deleterious Substance

**NUMBERS 1 - 19 CORRESPOND TO THE
CONTAMINANT NUMBERS ON THE ATTACHED REPORT**

B = Confirmed below MTCA

C = Confirmed above MTCA

S = Suspected above MTCA

1. **Base/Neutral/Acid Organics:** Hazardous substances typically included in the Base/Neutral/Acid fraction of EPA's priority pollutant compound list. Examples are: Acenaphthene; Hexachlorobenzene; Fluoranthene; 2,4-dinitro-toluene; Isophorone.
2. **Halogenated Organic Compounds:** Organic compounds, typically solvents, with one or more of the halogens (e.g., Chlorine, Bromine, Fluorine) incorporated into their structure. Examples are: Carbon Tetrachloride; Chloroform; Vinyl Acetate; 1,1,2,2-tetrachloroethane; freons.
3. **EPA Priority Pollutants - Metals and Cyanide:** Metals included in EPA's priority pollutant compounds list. Examples are: Antimony, Arsenic, Beryllium, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Selenium, Silver, Thallium, and Zinc.
4. **Metals - Other:** Other non-priority pollutant metals. Examples are: Aluminum, Barium, Cobalt, Iron, Manganese, and Tin.
5. **Polychlorinated biPhenyls (PCBs):** A specific "family" of aromatic chlorinated organic compounds often referred to as "AROCLOR." Common types are: AROCLOR-1016, AROCLOR-1221, AROCLOR-1260.
6. **Pesticides:** Chemical agents used to control pests such as: fungicides, herbicides and insecticides. Examples are: Aldrin, Chlordane, Endrin, Diazinon, Folex, Malathion.
7. **Petroleum Products:** Crude oil and any fraction thereof. Each of these materials may consist of many specific chemical compounds. Examples are: Gasoline, diesel fuel, mineral oil.
8. **Phenolic Compounds:** Hazardous substances typically included in the acid extractable fraction of EPA's priority pollutant compound list. Examples are: 2,4,6-trichloro-phenol; Phenol; Cresols; Pentachlorophenol; Benzoic Acid.
9. **Non-Halogenated Solvents:** Organic solvents, typically volatile or semi-volatile, not containing any halogens. Examples are: Acrolein; Benzene; Toluene, Acetone; 4-Methyl-2-pentanone.
10. **Dioxin:** A family of more than 70 compounds of chlorinated dioxins. Examples: 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD); P-dioxin; Hexachlorodibenzo-p-dioxin; Polychlorinated dibenzo-para-dioxin (PCDD).
11. **Polynuclear Aromatic Hydrocarbons (PAH):** Hydrocarbons composed of two or more benzene rings. Examples are: Benzo-Fluorathene; Chrysene; Anthracene; Acenaphthene.
12. **Reactive Wastes:** Wastes that react violently upon contact with other substances (especially air or water) as defined by the Dangerous Waste Regulation (WAC 173-303-090(7)). They explode easily or are otherwise unstable. Examples: Peroxides; Metallic Sodium.
13. **Corrosive Wastes:** Wastes that are highly corrosive as defined by the Dangerous Waste Regulation (WAC 173-303-090(6)). Substances with very high (base) or very low (acid) pH. Examples: Nitric Acid, Sodium Hydroxide.
14. **Radioactive Wastes:** Wastes that emit more than background levels of radiation. Examples are: High and low level nuclear wastes; mixed nuclear wastes; Uranium mine tailings.
15. **Conventional Contaminants, Organic:** Unspecified organic matter that imposes an oxygen demand during its decomposition. This is reflected by elevated Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD) and/or Total Organic Carbon (TOC). Typically a component of municipal solid waste leachates, septage, food wastes, wood waste leachate and similar organic wastes.
16. **Conventional Contaminants, Inorganic:** Non-metallic inorganic substances or indicator parameters that may indicate the existence of contamination if present at unusual levels. Examples are: Chloride, Sulfur compounds, Nitrogen compounds, pH, conductivity, hardness, and alkalinity.
17. **Asbestos:** Name given to group of six different fibrous minerals. Used for a wide range of manufactured goods: mostly in building materials (roofing shingles, ceiling and floor tiles, paper products, etc), friction products (automobile clutch, brake, and transmission parts), heat-resistant fabrics, packaging, some vermiculite or talc products, etc.
18. **Arsenic:** Naturally occurring element; inorganic forms are known to be carcinogenic. Inorganic arsenic compounds are mainly used to preserve wood. Organic arsenic compounds are used as pesticides, primarily on cotton plants.
19. **Methyl Tert-Butyl Ether (MTBE):** Flammable liquid used since the 1980s as an additive in unleaded gasoline to achieve more efficient burning.

DRAFT

**DRAFT-FINAL UPLAND REMEDIAL
INVESTIGATION/FEASIBILITY STUDY
WORK PLAN
MARCH POINT LANDFILL
ANACORTES, WASHINGTON**

JUNE 29, 2007

DRAFT

**Draft-Final Upland Remedial
Investigation/Feasibility Study
Work Plan
March Point Landfill
File No. 0504-037-00**

June 29, 2007

Prepared for:

**Washington State Department of Ecology
Toxics Cleanup Program
300 Desmond Drive
Lacey, Washington 98504**

Attention: Panjini Balaraju

Prepared by:

**GeoEngineers, Inc.
Plaza 600 Building
600 Stewart Street, Suite 1700
Seattle, Washington 98101
(206) 728-2674**

**Neil F. Morton
Senior Project Manager**

**David A. Cook, LG, RBP
Principal**

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File No. 0504-037-00

- Section 9: Schedule
- Section 10: References
- Appendix A: Quality assurance project plan (QAPP),
- Appendix B: Health and safety plan (HASP), and
- Appendix C: Historic and Aerial Photographs.

2.0 SITE DESCRIPTION AND HISTORY

2.1 SITE OWNERSHIP

The site includes tax parcel numbers P19676, P19684, P19707, P19713, and P19761 (Figure 3). As of January 2007 these parcels are owned by the following:

- P19676 (4.86 acres); Snow Mountain Land Company, LLC.
- P19684 (4.82 acres); Charles and Margaret Ellen Moon.
- P19707 (1,620 feet); Washington State Department of Natural Resources.
- P19713 (1.32 acres); Snow Mountain Land Company.
- P19761 (0.04 acres); Ralph Hillestead.

According to the Skagit County Assessor's Office, Parcel P19707 consists of 1,620-feet of tidelands owned by the Washington State Department of Natural Resources.

2.2 LANDFILL WASTE TYPE AND HISTORY

Knowledge of the waste types and quantities, other than municipal wastes (household, commercial, industrial), that were buried is limited. According to Ecology documents that we reviewed, four major chemical and oil industries (Texaco and Shell refineries, Allied Chemical Sulfuric Acid Plant, and the Northwest Petrochemical Company) may have transported waste to the landfill. These industrial facilities are located on March Point and were in operation during the period of time the landfill was active. Wastes at the landfill were routinely burned until 1969 according to Skagit County's 2003 Site Hazard Assessment (SHA; Skagit County, 2003). From 1969 until 1973 the landfill was the county's primary solid waste disposal site. According to Britt Pfaff-Dunton of the Skagit County Health Department, around 1969 agencies started to ban burning at landfills and started shutting down other landfills closer to population centers. This may have increased the pressure to dump wastes at the landfill (GeoEngineers personal communication, 2007a). Skagit County Public Works records of waste accepted from 1970 indicate that waste was coming from the cities of Anacortes, Burlington, La Conner, Mt. Vernon, Sedro Woolley, rural Skagit County, Whidbey Island, Shell and Texaco Refineries.

Very little data are available from county records regarding the landfill during its operation (Skagit County, 2003). Skagit County Department of Health has not spoken directly with Texaco, Shell, Allied Chemical Sulfuric Acid Plant, or the Northwest Petrochemical Company regarding the companies' records of waste disposal at the landfill. According to Ms. Pfaff-Dunton, the best records regarding the types of waste disposed at the landfill are a series of photographs from the 1968 and 1970 and the Skagit County Public Works department records from 1970. Photographs taken by Jack Wai in 1968 and 1970 show 55-gallon and smaller drums in the landfill and waste disposed on the tidelands and in Padilla Bay Lagoon (Ecology and Skagit County Health Department files). (Appendix C, Figures 1 through 4).

After Recording Return to:

GARY SORENSEN
SKAGIT COUNTY PUBLIC WORKS
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273



200405190003
Skagit County Auditor

5/19/2004 Page 1 of 10 8:49AM

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
CITIES AND TOWNS IN SKAGIT COUNTY
FOR
SOLID WASTE MANAGEMENT

THIS AGREEMENT, made and entered into on this 17th day of May, 2004, by and between the Cities and Towns listed, hereinafter called "Municipalities" and Skagit County, Washington, hereinafter called "County" pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, Skagit County and each of the Municipalities executing this Interlocal Agreement are authorized and directed by Chapter 70.95 RCW to prepare a Comprehensive Solid Waste Management Plan and are further authorized by Chapter 39.34 RCW to enter into an Interlocal Agreement for the administration and implementation of said Plan; and

WHEREAS, Skagit County prepared a Comprehensive Solid Waste Management Plan for the County and Municipalities of the County in 1994, and is in the process of updating the Plan with the active involvement of the Municipalities with completion anticipated in 2004; and

WHEREAS, the 2004 ^{Don't Plan} Comprehensive Solid Waste Management Plan update calls for significant improvements to and replacements for existing waste facilities, and the County has entered into a waste export contract that expires in 2013, and in light of these factors long term financial planning is desirable; and

WHEREAS, providing the most effective and efficient system for managing solid waste generated in Skagit County, including its Municipalities, requires use of the solid

waste disposal system established by the County and the Comprehensive Solid Waste Management Plan of the County to the fullest extent possible;

NOW, THEREFORE, Skagit County and the undersigned Municipalities agree as follows:

1. This Interlocal Agreement entirely replaces the previous Interlocal Cooperation Agreement for a Comprehensive Solid Waste Disposal System that the parties entered into in 1986.
2. Definitions. For the purposes of this Interlocal Agreement, the following definitions apply:
 - 2.1 "Municipality" means a City or Town in Skagit County, Washington.
 - 2.2 "Comprehensive Solid Waste Management Plan" means the Skagit County Comprehensive Solid Waste Management Plan issued in 1994 (2004 in progress) and as amended from time to time.
 - 2.3 "County" means Skagit County, Washington.
 - 2.4 "Interlocal Agreement" means this Interlocal Cooperative Agreement Between Skagit County and Cities and Towns in Skagit County for Solid Waste Management.
 - 2.5 "Person" means an individual, firm, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.
 - 2.6 "Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes including, but limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and constructions wastes, abandoned vehicles or parts thereof, and recyclable materials, with the exception of wastes excluded by WAC 173-304-015.
 - 2.7 "Solid waste handling" means the management, storage, collection, transportation, utilization, processing, and final disposal of solid wastes, including the recovery and recycling of materials from solid wastes, the recovery of energy resources from such wastes or the conversion of energy in such wastes to more useful forms or combinations thereof, and as such term may be modified by amendments to Chapter 70.95.030(23) RCW.
 - 2.8 "System" means all facilities for solid waste handling owned or operated, or contracted for, by the County, and all administrative activities related thereto.



3. Responsibilities for Waste Disposal and System. For the duration of this Interlocal Agreement, the County and Municipalities shall have the following responsibilities:
- 3.1 The Municipalities shall provide appropriate staff and resources to meet the objectives and needs of the Transfer Station Oversight Sub-Committee, Solid Waste Advisory Committee, Municipalities Committee and as otherwise indicated to fulfill this Agreement.
 - 3.2 The County shall continue to provide for the efficient disposal of all solid waste generated within unincorporated areas of the County and within each of the Municipalities signing this Interlocal Agreement to the extent, in the manner, and by facilities as described in the Comprehensive Solid Waste Management Plan. The County shall not be responsible for disposal of nor claim that this Interlocal Agreement extends to solid waste that has been eliminated through waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan.
 - 3.3 The County shall provide for the disposal of moderate risk wastes by households at the System's existing Moderate Risk Waste Facility, or in another reasonable and similarly convenient licensed-permitted matter.
 - 3.4 The County shall continue to provide a comprehensive solid waste management system, including educational programs, as defined by the Comprehensive Solid Waste Management Plan.
 - 3.5 The County shall continue to operate the System in a financially prudent manner, minimize fee increases, use System revenues only for System purposes, and manage the System to meet the tipping fee rate schedule as shown in Appendix A, subject to the U.S. Bureau of Labor Statistics consumer price index for U.S. City Average remaining at 3% or lower. Should higher annual inflation occur over the period of this agreement, or unforeseen System needs/liabilities require additional revenue, a System rate analysis study shall be conducted in accordance with paragraph 3.6. Nothing in this agreement shall prohibit a decrease in System tip fees, subject to paragraph 3.6.
 - 3.6 Independent Rate and Efficiency Study: Upon signature of this Interlocal Agreement by all Municipalities and Skagit County, Skagit County and the Transfer Station Oversight Sub-Committee shall jointly select and hire a consultant to perform an independent rate and efficiency study. The study shall be managed by the Transfer Station Oversight Sub-Committee and the County and the findings shall be reported to the Solid Waste Advisory Committee. The study shall analyze System expenses, revenues, and operations and provide recommendations for System tip fees and operational efficiencies. The Solid Waste Advisory Committee will review the results of the rate and efficiency study



and forward its recommendations regarding the study to the Municipalities Committee for consideration and recommendation to the County Board of Commissioners. A rate and efficiency study shall subsequently be performed every three (3) years, or more frequently if requested by the Municipalities Committee.

- 3.7 System Options Study: Three years prior to the expiration of this agreement, Skagit County, the Transfer Station Oversight Sub-Committee and Solid Waste Advisory Committee shall jointly select and hire a consultant to perform a solid waste system options study that will review existing operations and market conditions to select and compare a set of solid waste system options that will be used to guide the Municipalities Committee and the Board of County Commissioners prior to the conclusion of this agreement.
4. Comprehensive Solid Waste Management Plan. For the duration of this Interlocal Agreement, each Municipality shall participate in the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, each Municipality authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of solid waste generated in each Municipality.
5. Municipality Designation of County System for Solid Waste Disposal. Each Municipality shall designate the County System for disposal of all Solid Waste generated within the corporate limits of that Municipality, and within the scope of the Comprehensive Solid Waste Management Plan, and authorize the County to designate a disposal site or sites for the disposal of such solid waste except for recyclable and other materials removed from solid waste by waste recycling activities in conformity with the Comprehensive Solid Waste Management Plan. This designation of the County System shall continue in full force and effect for a period of ten (10) years after the date of this Interlocal Agreement. The designation of the County in this section shall not reduce or otherwise affect each Municipality's control over solid waste collection as permitted by applicable state law.
6. Enforcement. The County shall be primarily responsible for enforcement of laws and regulations requiring persons to dispose of solid waste at sites designated by the County. Each Municipality shall cooperate with the County in its enforcement efforts, and shall provide by ordinance that any person that disposes of solid waste generated within its boundaries at a site other than a site designated by the County will be guilty of a misdemeanor, except where such disposal may be otherwise permitted by state law. To the extent legally possible, the County shall be responsible for bringing enforcement actions against persons violating state statutes, or County ordinances relating to the disposal of solid waste at sites designated by the County. However, in instances in which the County lacks legal



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Skagit County Auditor

authority to bring an enforcement action and a Municipality possesses that authority, the County may request that the Municipality bring such enforcement action. The Municipality shall comply with this request, or in some other way ensure that solid waste generated with the Municipality is disposed of at those sites designated by the County. The County shall pay as System costs all reasonable costs incurred by the Municipality in taking such enforcement or other actions that are requested in writing by the County.

7. Indemnifications.

7.1 The County shall indemnify and hold harmless and defend each Municipality against any and all claims by third parties arising out of the County's operations of the System, and have the right to settle those claims by third parties. In providing a defense for a Municipality, the County shall exercise good faith in that defense or settlement so as to protect the Municipality's interests. The County's agreement to indemnify a Municipality for any and all claims arising out of the County's operation of the System extends to all claims caused by the actions of officers or agents of the County including, but not limited to, actions which constitute misfeasance, or intentional misconduct or wrongdoing, even if the cost of such claims is held by a court of competent jurisdiction to not be a proper cost to the System. For the purpose of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the System, but shall not include the claims arising out of collection of solid waste within a Municipality prior to its delivery to a disposal site designated by the County or other activities under the control of a Municipality.

7.2 If the County acts to defend a Municipality against a claim, that Municipality shall cooperate with County.

7.3 For purposes of this section, reference to a Municipality and to the County shall be deemed to include the officers, agents and employees of any party, acting within the scope of their authority.

8. Duration. This Interlocal Agreement shall continue to be in full force and effect for ten (10) years from the date of this Interlocal Agreement, unless terminated as described in the following paragraph.

9. Revision, Amendment, Supplementation or Termination. This Interlocal Agreement shall be reviewed by the parties in conjunction with any review of the Comprehensive Solid Waste Management Plan. The terms of the Interlocal Agreement may be revised, amended, or supplemented, or the Interlocal Agreement as a whole may be terminated only upon the written agreement of both the County and all Municipalities executed with the same formalities as the original. No revision, amendment, supplementation or termination shall be adopted or put into effect if it impairs any contractual obligation of the County.



10. Solid Waste Advisory Committee.

10.1 Pursuant to Chapter 70.95.165(3) RCW and Chapter 39.34.030(4) RCW and Skagit County Code 12.18, a Solid Waste Advisory Committee shall continue operating for the purpose of rendering advice to Skagit County and the Municipalities Committee regarding solid and moderate risk waste related issues generally, service levels, disposal rates, and short and long term planning, and especially the administration and implementation of the Comprehensive Solid Waste Management Plan.

10.2 Membership of the Solid Waste Advisory Committee shall be as follows:

- (1) Regular members. The Solid Waste Advisory Committee shall consist of:
 - (a) One member from each Municipality in Skagit County which is a signatory to the Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.
 - (b) One member from each Municipality in Skagit County which has its own Comprehensive Solid Waste Management Plan, to be nominated by the legislative authority for that Municipality and appointed by the County Commissioners.
 - (c) Three members, each representing the unincorporated area of one of the three County Commissioner districts. The three members shall be recommended by the County Commissioners. The County Commissioners shall recommend candidates representing a spectrum of citizens, public interest groups, and businesses. Candidates shall be residents of Skagit County or firms licensed to do business in Skagit County.
 - (d) Two members shall be selected, one to represent commercial solid waste collection firms; and one to represent commercial recycling firms. These members shall be recommended by the County Commissioners.
 - (e) One ex officio, non-voting representative from the Skagit County Public Works Solid Waste Section.
 - (f) One ex officio, non-voting representative from the State of Washington Department of Ecology.
 - (g) One ex officio, non-voting representative from the Skagit County Health Department.
- (2) Auxiliary Members. The regular membership of the Solid Waste Advisory Committee may appoint auxiliary members for a specific time period to serve on the committee in a non-voting capacity, for the purpose of providing specific information, technical advice, and information of a general nature which is pertinent to the committee's activities or any other form of assistance which will aid the committee in carrying out its purposes.



10.3 Meetings. The Solid Waste Advisory Committee shall meet as required to carry out the purposes of the Committee. Meetings may be held at various locations within the County with written notification to the membership and chairman designating the time and place of such meetings. Meetings shall be held not less than quarterly. A quorum shall consist of a simple majority of the members on the Committee. A majority of the total voting membership of the Committee is required to pass a motion.

10.4 Transfer Station Oversight Sub-Committee. Provides operational and customer-based input on Skagit County Transfer Station operations and serves as an advisory resource to the Solid Waste Advisory Committee.

(1) Regular Members. The Transfer Station Oversight Sub-Committee shall consist of one staff member each from Mount Vernon, Sedro-Woolley, Burlington, Anacortes, Regional Disposal Company, Waste Management, Inc., Skagit River Steel and Recycling, and Skagit County Public Works.

(2) Meetings. The Transfer Station Oversight Sub-Committee shall meet every year, or as needed, to carry out the purposes of the Committee including making recommendations to the Solid Waste Advisory Committee.

11. Municipalities Committee.

11.1 Purpose. To review solid waste operations and Comprehensive Solid Waste Management Plan implementation. Any proposed changes or improvements significantly affecting the operation of the solid waste disposal system or which may directly or indirectly impact tipping fees or siting of disposal facilities shall be submitted to the Municipalities Committee prior to any final decision by the Board of Skagit County Commissioners to provide an opportunity for adequate review, deliberation, and the formulation of comments and recommendations.

11.2 Regular Members. The Municipalities Committee shall consist of one (1) Municipality Council member and the Mayor from each of the eight (8) Municipalities executing this agreement. A Mayor may choose a second Municipality Council member as his/her designee.

11.3 Meetings. The Municipalities Committee shall meet every two years, or as needed to review the status of the solid waste disposal system; any recommendations from the Solid Waste Advisory Committee; tipping fee adjustments; and, any proposed changes or improvements significantly affecting the operation of the solid waste disposal system.

12. Miscellaneous.



- 12.1 No waiver by any party of any term or condition of this Interlocal 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 of a different provision of this Interlocal Agreement.
- 12.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any Municipality not signing this agreement and no other person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.
13. If any term or condition of this Interlocal Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect 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 Interlocal Agreement are declared severable.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the parties shown below and is dated as of the 17th day of May, 2004.

Dean Maxwell
 City of Anacortes
 Mayor Dean Maxwell

Roger Tjeerdsma
 City of Burlington
 Mayor Roger Tjeerdsma

John Rantschler
 Town of Concrete
 Mayor John Rantschler

Timothy Bates
 Town of Hamilton
 Mayor Timothy Bates

Wayne Everton
 Town of La Conner
 Mayor Wayne Everton

Chris Stormont
 Town of Lyman
 Mayor Chris Stormont

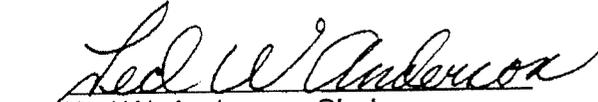
Bud Norris
 City of Mount Vernon
 Mayor Bud Norris

Sharon Dillon
 City of Sedro-Woolley
 Mayor Sharon Dillon



APPROVED:

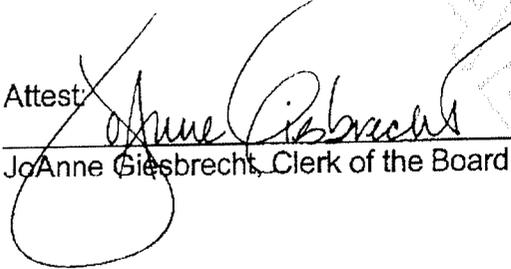
**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**


Ted W. Anderson, Chairman

Don Munks, Commissioner


Kenneth A. Dahlstedt, Commissioner

Attest:


JoAnne Giesbrecht, Clerk of the Board



NEW
BUSINESS

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SESSION