

Next Ord: 1692-10
Next Res: 837-10

VISION STATEMENT

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

MISSION STATEMENT

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

CITY COUNCIL AGENDA

December 8, 2010

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf 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
- b. Finance
 - Claim Checks #70826 to # 70911 in the amount of \$346,434.92.
(Voided Checks #70857 - #70867 & #70907)
 - Payroll Checks #49251 to #49358 in the amount of \$272,786.54.
- c. Interlocal Agreement with Skagit County - Electronic Messaging Support Services
- d. Interlocal Agreement with Skagit County - Maintenance of USGS Gage Stations
- e. Agreement - Riverfront Park Caretaker for 2011
- f. Memorandum of Agreement with King County - Biosolids Application Equipment
- g. Ordinance 1691-10 - 2010 Budget Amendment #3
4. Public Comment (Limited to 3-5 minutes)
5. Ward 4 Candidate Interviews (10 minutes each)
 - 7:15 P.M. Eric A. Johnson;
 - 7:25 P.M. Pola Kelley;
 - 7:35 P.M. Keith L. Wagoner;
 - 7:45 P.M. Ken Van Liew;
 - 7:55 P.M. Glenn Allen;
 - 8:05 P.M. Josh Williams;
 - 8:15 P.M. Kippert J. Jacob and
 - 8:25 P.M. Jerry Timblin.
 - 8:35 P.M. Council deliberations regarding candidates (note: the qualifications of candidates may be discussed in executive session. RCW 42.23.110(1)(h)).
6. Administer Oath of Office to incoming Councilmember

PUBLIC HEARING

7. Comcast Franchise Agreement

NEW BUSINESS

8. Proposed modification to Use restrictions in the Central Business District (CBD) *(action requested)*
9. Proposed modification to Zoning Code to regulate the use of shipping containers *(action requested)*
10. Code Books *(discussion only)*

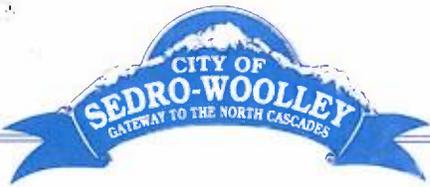
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

11. Fire Station 2 Update

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

DEC 08 2010

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



DATE: December 8, 2010
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the December 8, 2010 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Ted Meamber
___ Ward 2 Councilmember Tony Splane
___ Ward 3 Councilmember Thomas Storrs
___ Ward 4 Vacant
___ Ward 5 Councilmember Hugh Galbraith
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Brett Sandström

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

DEC 08 2010

CITY OF SEDRO-WOOLLEY

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

Regular Meeting of the City Council
November 23, 2010 – 7:00 P.M. – City Hall Council Chambers

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Ted Meamber, Tony Splane, Tom Storrs, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Planner Moore and Police Chief Wood.

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

Pledge of Allegiance

Consent Calendar

- Minutes from Previous Meeting
- Finance
 - Claim Checks #70701 to #70825 in the amount of \$688,156.89
(Voided Checks #70762 thru #70766 and #70814)
 - Payroll Checks #49146 to #49250 in the amount of \$174,789.13
- Interlocal Agreement with Skagit County – Provision of Community Services 2011
- Amendment No. 1; Professional Services Agreement No. 2010-PS-02 for On-Call Engineering Services – SCADA & Controls Engineering, Inc.
- Change Order 15 – Construction Contract 2009-PW-02; G.G. Excavation Inc. – Fruitdale Road & McGargile Road Improvement Project and SR 9 Pedestrian/Bicycle Improvement Project
- Final Acceptance – Fruitdale Road and McGargile Roadway Improvements Project and SR 9 Pedestrian/Bicycle Safety Improvements Project – G.G. Excavation, Inc.
- Thermal Imager Purchase
- Agreement for Legal Services – Jennifer Bouwens

Councilmember Storrs moved to approve the consent calendar A through H. Seconded by Councilmember Lemley. Motion carried (6-0).

Public Comment

No Comment Received.

PUBLIC HEARING

2011 Budget

Finance Director Nelson reviewed the 2011 Budget. She noted Sedro-Woolley was the forerunner in Skagit County in responding to the downturn in the economy and because of earlier actions, no staff will need to be laid off as is happening in other cities. She also notes the budget is balanced and does not include any increase in taxes or utility rates.

Mayor Anderson opened the public hearing at 7:06 P.M.

No public comment received.

Mayor Anderson closed the public hearing at 7:07 P.M.

Councilmember Galbraith moved to approve Ordinance No. 1688-10 an Ordinance Adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the Fiscal Year Ending December 31, 2011. Seconded by Councilmember Splane.

Councilmember Sandström stated he appreciated the extra money for Parks.

Motion carried (6-0).

UNFINISHED BUSINESS

Property Tax Levy Ordinance

Finance Director Nelson reviewed the proposed property tax levy ordinance as a second read. Nelson reviewed the two components of the Ordinance which includes the G/O Bond and the General Property Tax. She noted low income seniors and disabled persons do not pay or pay portions of the tax depending on their income. Nelson also discussed the impact of the recently annexed areas. A public hearing was held at the last meeting.

Councilmember Storrs moved to approve Ordinance No. 1689-10 An Ordinance of the City of Sedro-Woolley Approving the Property Tax Levy. Seconded by Councilmember Galbraith. Motion carried (6-0).

Councilmember Meamber questioned the garbage requirements within recently annexed areas.

Finance Director Nelson noted that there are different components within the contract and each is on a different time structure but it is a number of years out.

Comcast Franchise Agreement

City Supervisor/Attorney Berg reviewed the franchise agreement and the Council request for required notification prior to tree trimming. He stated he spoke with their Government Affairs representative and he noted Comcast does not do planned trimming as does Puget Sound Energy. They only do it on an as needed or customer request basis. Should the Council wish to pursue, Comcast will need to reconsider the request at a higher level.

Council consensus was that they are satisfied with Comcast's policy and there is no need to include the requirement in the agreement. A public hearing will be held on the franchise agreement at a future meeting.

NEW BUSINESS

2011 Salary Ordinance

Mayor Anderson reviewed the proposed 2011 Salary Ordinance. He noted the Police Guild according to their contract will receive a 1.5% increase. The Police Guild had given up their increase in the 2010 budget. The AFSCME union has agreed to a .5% increase instead of their contracted 2% and non-represented employees will also receive a .5% increase in wages.

Councilmember Sandström moved to approve Ordinance No. 1690-10 An Ordinance Establishing the Salaries and Wages for Elected Officials, Union/Guild and Non-Union Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2011. Councilmember Storrs seconded. Motion carried (6-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Fire Station 2 Update

City Supervisor/Attorney Berg presented an update on Fire Station 2. He stated work continues on the station. Casework, electrical and plumbing and trim out are all complete or near complete. Carpet, appliances and final interior work will continue next week. The project is still anticipated to be on time. Berg also reviewed the bids on the Thermal Imager.

On behalf of Engineer Freiburger, City Supervisor/Attorney Berg reported on the success of being awarded a TIB grant in the amount of 1.3 million towards a 1.5 million SR 20 project. The City was also awarded a \$230,000 grant towards to continue sidewalks up the hill on North Township. We are still waiting to hear from the Safe Routes program in order to complete more sidewalks up the hill.

Police Chief Wood – noted the department has had a busy week with two police vehicles being damaged in separate incidents. In one incident the suspect was apprehended and

was someone with a history of crimes and believed to be related to crimes in the Burlington area as well. The second incident is still under investigation. No officers were injured.

Planner Moore – noted he had made contact with the business owner regarding the sign case above the old Oliver & Hammer location. He stated the tenant is considering using the casing for a new sign.

Councilmember's Lemley and Meamber – wished all a Happy Thanksgiving.

EXECUTIVE SESSION

The meeting adjourned to executive session at 7:26 P.M. for 15 minutes for the purpose of litigation with a possible decision.

The meeting reconvened at 7:37 P.M.

Councilmember Storrs moved to ratify the settlement agreement dated November 11, 2010 with Granite Construction, Brulands Drilling & Boring Inc., and Reichhardt & Ebe Engineering. Seconded by Councilmember Splane. Motion carried. (6-0).

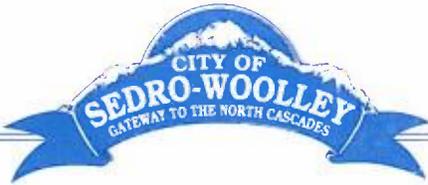
Councilmember Galbraith moved to approve Change Order 3 on Metcalf Sewer Project in the amount of \$150,000 plus tax. Seconded by Councilmember Lemley. Motion carried (6-0).

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

The meeting adjourned at 7:38 P.M.

DEC 08 2010

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



DATE: December 8, 2010
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending December 8, 2010.

Motion to approve Claim Checks #70826 to #70911 in the amount of \$346,434.92. (Voided Checks #70857-#70867 & #70907)

Motion to approve Payroll Checks #49251 to #49358 in the amount of \$272,786.54.

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

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/08/2010 (Printed 12/02/2010 16:13)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70826	ALLELUJAH BUSINESS SYSTEMS	PROFESSIONAL SERVICES	ST	12.98
		MAINTENANCE OF LINES	SWR	115.24
		WARRANT TOTAL		128.22
70827	A.T.V. ACCESSORIES	OPERATING SUPPLIES	FD	324.60
		OPERATING SUPPLIES	SAN	227.22
		WARRANT TOTAL		551.82
70828	ARMARK UNIFORM SERVICES	MISC-LAUNDRY	CEM	16.07
		MISC-LAUNDRY	ST	17.20
		LAUNDRY	SWR	17.96
		WARRANT TOTAL		51.23
70829	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	PD	74.42
		AUTO FUEL	PD	1,223.52
		AUTO FUEL/DIESEL	FD	370.27
		AUTO FUEL/DIESEL	CEM	88.82
		OPERATING SUPPLIES-PROPANE	ST	14.92
		AUTO FUEL/DIESEL	ST	221.40
		AUTO FUEL/DIESEL	ST	547.07
		AUTO FUEL/DIESEL	ST	227.27
		MAINT OF GENERAL EQUIP	SWR	176.56
		AUTO FUEL/DIESEL	SWR	233.53
		AUTO FUEL/DIESEL	SWR	135.72
		AUTO FUEL/DIESEL	SAN	1,452.40
		AUTO FUEL/DIESEL	SAN	52.92
		AUTO FUEL/DIESEL	SAN	97.12
		WARRANT TOTAL		4,915.94
70830	BANK OF AMERICA	EMPLOYEE WELLNESS	EXE	100.00
		OPERATING SUPPLIES	SAN	37.66
		WARRANT TOTAL		137.66
70831	BANK OF AMERICA	TRAVEL	PD	337.20
		WARRANT TOTAL		337.20
70832	BARNETT IMPLEMENT CO. INC	REPAIR/MAINTENANCE-EQUIP	ST	77.63
		WARRANT TOTAL		77.63
70833	BANK OF AMERICA	BOOKS, PERIOD, RECORDS	LIB	158.62
		BOOKS, PERIOD, RECORDS	LIB	83.18
		WARRANT TOTAL		241.80
70834	BANK OF AMERICA	SMALL TOOLS/MINOR EQUIP	IT	65.91
		WARRANT TOTAL		65.91
70835	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK	16.23
		OPERATING SUP - HAMMER SQ	PK	184.09
		REPAIR/MAINT-CITY HALL	PK	27.05
		MACHINERY & EQUIPMENT	F-C	744.84
		WARRANT TOTAL		972.21

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70836	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD	221.81
		WARRANT TOTAL		221.81
70837	COMCAST	INTERNET SERVICES	IT	99.95
		WARRANT TOTAL		99.95
70838	COUNTRYSIDE & SM. STOCK JOURNAL	BOOKS, PERIOD, RECORDS	LIB	42.00
		WARRANT TOTAL		42.00
70839	COUNTRYSIDE SALES & SERVICE	REPAIR & MAINT - AUTO	PD	144.90
		WARRANT TOTAL		144.90
70840	CRYSTAL SPRINGS	OPERATING SUPPLIES	SAN	99.24
		WARRANT TOTAL		99.24
70841	CUSTOM EMBROIDERY	UNIFORMS/ACCESSORIES	PD	136.23
		WARRANT TOTAL		136.23
70842	DALE'S MOBILE UPHOLSTERY & REPAIR	REPAIR/MAINT-HEADSTONES	CEM	140.66
		WARRANT TOTAL		140.66
70843	E & E LUMBER	MACHINERY & EQUIPMENT	PD	235.29
		MACHINERY & EQUIPMENT	PD	22.72
		OPERATING SUP - PARKS SHOP	PK	71.92
		OPERATING SUP - LIBRARY	PK	75.09
		REPAIRS/IT-PARKS SHOP	PK	2.49
		REPAIR/MT-HAMMER SQUARE	PK	14.78
		REPAIR/MT-HAMMER SQUARE	PK	28.37
		REPAIR/MT-LIONS ROADSIDE PARK		15.04
		SAFETY EQUIPMENT	ST	20.42
		REPAIR/MAINT-STREETS	ST	11.67
		REPAIR/MAINTENANCE-EQUIP	ST	57.72
		MAINT OF GENERAL EQUIP	SWR	6.61
		MAINT OF GENERAL EQUIP	SWR	43.22
		MAINT OF GENERAL EQUIP	SWR	3.78
		MAINT OF GENERAL EQUIP	SWR	3.78
		OPERATING SUPPLIES	SAN	26.99
		OPERATING SUPPLIES	SAN	8.93
		WARRANT TOTAL		648.82
70844	ECONOMY FENCE CENTER	PROFESSIONAL SERVICES	SAN	297.55
		WARRANT TOTAL		297.55
70845	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	54.94
		SUPPLIES	FIN	15.14
		OFFICE/OPERATING SUPPLIES	PD	103.76
		OPERATING SUPPLIES	SAN	23.25
		WARRANT TOTAL		197.09
70846	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	129.97
		WARRANT TOTAL		129.97

CITY OF SEDRO-WOOLLEY
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70847	FEDERAL CERTIFIED HEARING	RETIRED MEDICAL	PD	35.20
		WARRANT TOTAL		35.20
70848	FRANKLIN CORPORATION (THE)	CONSTRUCTION	F-C	174,901.30
		WARRANT TOTAL		174,901.30
70849	FRONTIER	TELEPHONE	PD	8.06
		TELEPHONE	PD	57.30
		TELEPHONE	PK	85.78
		UTILITIES-RIVERFRONT	PK	16.14
		TELEPHONE	CEM	63.45
		TELEPHONE	LIB	120.93
		WARRANT TOTAL		351.66
70850	GENERAL FIRE APPARATUS	FIRE TRUCK	FD	1,233.48
		WARRANT TOTAL		1,233.48
70851	GRAINGER PARTS	MAINT OF GENERAL EQUIP	SWR	298.90
		WARRANT TOTAL		298.90
70852	HUMANE SOCIETY OF SKAGIT	HUMANE SOCIETY	PD	492.00
		WARRANT TOTAL		492.00
70853	IKON OFFICE SOLUTIONS	REPAIRS & MAINTENANCE	PD	25.31
		REPAIRS/MAINT-EQUIP	FD	25.31
		WARRANT TOTAL		50.62
70854	INGRAM LIBRARY SERVICES	BOOKS, PERIOD, RECORDS	LIB	124.77
		WARRANT TOTAL		124.77
70855	KCDA PURCHASING COOPERATIVE	SUPPLIES	FIN	217.00
		WARRANT TOTAL		217.00
70856	L N CURTIS & SONS	MACHINERY AND EQUIPMENT	FD	87,034.47
		FIRE TRUCK	FD	72.08
		WARRANT TOTAL		87,106.55
70868	N C MACHINERY CO.	REPAIR/MAINTENANCE-EQUIP	ST	173.18
		WARRANT TOTAL		173.18
70869	NEXTEL COMMUNICATIONS	TELEPHONE	PD	368.69
		WARRANT TOTAL		368.69
70870	NORTHEND TRUCK EQUIPMENT INC.	REPAIR/MAINTENANCE-EQUIP	ST	342.09
		MAINTENANCE OF VEHICLES	SWR	342.09
		WARRANT TOTAL		684.18
70871	OASYS	REPAIR/MAINTENANCE-EQUIP	LIB	65.07
		WARRANT TOTAL		65.07
70872	OFFICE DEPOT	SUPPLIES/BOOKS	PLN	43.86
		SUPPLIES	ENG	43.86

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/08/2010 (Printed 12/02/2010 16:13)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFF/OPER SUPPS & BOOKS	INSP	43.85
		WARRANT TOTAL		131.57
70873	OLIVER-HAMMER CLOTHES	EMPLOYEE WELLNESS	EXE	100.00
		SUPPLIES	ENG	162.26
		OPERATING SUPPLIES	SAN	228.82
		WARRANT TOTAL		491.08
70874	PAT RIMMER TIRE CTR, INC	REPAIR & MAINT - AUTO	PD	77.86
		REPAIR & MAINT - AUTO	PD	361.39
		WARRANT TOTAL		439.25
70875	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	32.11
		POSTAGE	LIB	5.54
		EARLY LITERACY	LIB	19.31
		BOOKS, PERIOD, RECORDS	LIB	21.63
		WARRANT TOTAL		78.59
70876	PLATT	MAINT OF PUMPING EQUIP	SWR	480.41
		WARRANT TOTAL		480.41
70877	PUBLIC UTILITY DIS. NO.1	PUBLIC UTILITIES	SWR	69.60
		WARRANT TOTAL		69.60
70878	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	31.80
		REPAIRS & MAINTENANCE	PD	9.93
		UTILITIES-RIVERFRONT	PK	231.78
		UTILITIES-COMMUNITY CTR	PK	169.06
		UTILITIES-SENIOR CENTER	PK	351.45
		UTILITIES-TRAIN	PK	47.70
		UTILITIES-HAMMER SQUARE	PK	281.36
		UTILITIES-BINGHAM & MEMORIAL P		69.61
		UTILITIES - SHOP	PK	69.61
		UTILITIES - SHOP	PK	11.39
		UTILITIES - OTHER	PK	9.93
		PUBLIC UTILITIES-CITY HALL	PK	2,456.56
		PUBLIC UTILITIES	CEM	60.79
		PUBLIC UTILITIES	ST	26.59
		PUBLIC UTILITIES	ST	94.64
		PUBLIC UTILITIES	ST	255.58
		PUBLIC UTILITIES	ST	85.00
		PUBLIC UTILITIES	LIB	300.36
		ADVERTISING	HOT	36.69
		PUBLIC UTILITIES	SWR	8,893.57
		PUBLIC UTILITIES	SAN	119.72
		PUBLIC UTILITIES	SWTR	93.88
		WARRANT TOTAL		13,707.00
70879	PURCHASE POWER	POSTAGE	JUD	325.21
		POSTAGE	FIN	259.42
		POSTAGE	LGL	3.92
		POSTAGE	LGL	.44

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		POSTAGE	50.91
		POSTAGE	98.90
		POSTAGE	86.55
		POSTAGE	3.72
		POSTAGE	50.18
		POSTAGE	2.18
		POSTAGE	11.77
		POSTAGE	199.42
		POSTAGE	92.04
		OPERATING SUPPLIES	15.34
		WARRANT TOTAL	1,200.00
70880	REICHHARDT & EBE ENG, INC	OTHER IMPROVEMENTS	133.73
		WARRANT TOTAL	133.73
70881	RINDAL, BOB	HEALTH CLUB	120.00
		WARRANT TOTAL	120.00
70882	SEDGWICK CMS	INDUSTRIAL INSURANCE	1.41
		INDUSTRIAL INSURANCE	1.33
		INDUSTRIAL INSURANCE	1.45
		INDUSTRIAL INSURANCE	1.59
		INDUSTRIAL INSURANCE	2.25
		INDUSTRIAL INSURANCE	2.12
		INDUSTRIAL INSURANCE	2.32
		INDUSTRIAL INSURANCE	2.55
		INDUSTRIAL INSURANCE	2.88
		INDUSTRIAL INSURANCE	2.72
		INDUSTRIAL INSURANCE	2.97
		INDUSTRIAL INSURANCE	3.26
		INDUSTRIAL INSURANCE	3.65
		INDUSTRIAL INSURANCE	3.45
		INDUSTRIAL INSURANCE	3.77
		INDUSTRIAL INSURANCE	4.14
		INDUSTRIAL INSURANCE	.70
		INDUSTRIAL INSURANCE	.66
		INDUSTRIAL INSURANCE	.72
		INDUSTRIAL INSURANCE	.80
		INDUSTRIAL INSURANCE	14.40
		INDUSTRIAL INSURANCE	13.60
		INDUSTRIAL INSURANCE	14.84
		INDUSTRIAL INSURANCE	16.31
		INDUSTRIAL INSURANCE	38.15
		INDUSTRIAL INSURANCE	36.01
		INDUSTRIAL INSURANCE	39.32
		INDUSTRIAL INSURANCE	43.19
		INDUSTRIAL INSURANCE	12.65
		INDUSTRIAL INSURANCE	11.94
		INDUSTRIAL INSURANCE	13.03
		INDUSTRIAL INSURANCE	14.32
		INDUSTRIAL INSURANCE	265.16
		INDUSTRIAL INSURANCE	250.26

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		INDUSTRIAL INSURANCE PD	273.28
		INDUSTRIAL INSURANCE PD	300.15
		INDUSTRIAL INSURANCE PD	8.29
		INDUSTRIAL INSURANCE PD	7.83
		INDUSTRIAL INSURANCE PD	8.54
		INDUSTRIAL INSURANCE PD	9.39
		INDUSTRIAL INSURANCE FD	113.12
		INDUSTRIAL INSURANCE FD	106.78
		INDUSTRIAL INSURANCE FD	116.58
		INDUSTRIAL INSURANCE FD	128.06
		INDUSTRIAL INSURANCE INSP	7.31
		INDUSTRIAL INSURANCE INSP	6.90
		INDUSTRIAL INSURANCE INSP	7.53
		INDUSTRIAL INSURANCE INSP	8.27
		INDUSTRIAL INSURANCE PK	67.45
		INDUSTRIAL INSURANCE PK	63.67
		INDUSTRIAL INSURANCE PK	69.51
		INDUSTRIAL INSURANCE PK	76.36
		INDUSTRIAL INSURANCE CEM	27.75
		INDUSTRIAL INSURANCE CEM	26.20
		INDUSTRIAL INSURANCE CEM	28.60
		INDUSTRIAL INSURANCE CEM	31.42
		INDUSTRIAL INSURANCE ST	44.89
		INDUSTRIAL INSURANCE ST	42.38
		INDUSTRIAL INSURANCE ST	46.27
		INDUSTRIAL INSURANCE ST	50.83
		INDUSTRIAL INSURANCE ST	.70
		INDUSTRIAL INSURANCE ST	.66
		INDUSTRIAL INSURANCE ST	.72
		INDUSTRIAL INSURANCE ST	.80
		INDUSTRIAL INSURANCE LIB	16.86
		INDUSTRIAL INSURANCE LIB	15.92
		INDUSTRIAL INSURANCE LIB	17.38
		INDUSTRIAL INSURANCE LIB	19.09
		INDUSTRIAL INSURANCE SWR	156.32
		INDUSTRIAL INSURANCE SWR	147.56
		INDUSTRIAL INSURANCE SWR	161.11
		INDUSTRIAL INSURANCE SWR	176.98
		INDUSTRIAL INSURANCE SAN	104.68
		INDUSTRIAL INSURANCE SAN	98.82
		INDUSTRIAL INSURANCE SAN	107.89
		INDUSTRIAL INSURANCE SAN	118.52
		INDUSTRIAL INSURANCE SWTR	32.46
		INDUSTRIAL INSURANCE SWTR	30.64
		INDUSTRIAL INSURANCE SWTR	33.45
		INDUSTRIAL INSURANCE SWTR	36.75
		INDUSTRIAL INSURANCE ERR	12.30
		INDUSTRIAL INSURANCE ERR	11.61
		INDUSTRIAL INSURANCE ERR	12.67
		INDUSTRIAL INSURANCE ERR	13.92
		WARRANT TOTAL	3,833.09

CITY OF SEDRO-WOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 12/08/2010 (Printed 12/02/2010 16:13)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
70833	SEDRO-WOLLEY AUTO PARTS	OPERATING SUPPLIES	CEM	83.38
		REPAIR/MAINT-STREETS	ST	13.25
		REPAIR/MAINTENANCE-EQUIP	ST	23.03
		OPERATING SUPPLIES	SAN	41.03
		WARRANT TOTAL		160.69
70884	SEDRO-WOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	557.80
		CHAMBER OF COMMERCE	HOT	391.69
		CHAMBER OF COMMERCE	HOT	1,916.48
		CHAMBER OF COMMERCE	HOT	1,781.98
		CHAMBER OF COMMERCE	HOT	271.14
		CHAMBER OF COMMERCE	HOT	287.18
		CHAMBER OF COMMERCE	HOT	345.00
		WARRANT TOTAL		5,551.27
70885	SEDRO-WOLLEY LOGGERODEO	ADVERTISING-LOGGERODEO	HOT	9,341.88
		ADVERTISING-LOGGERODEO	HOT	658.12
		WARRANT TOTAL		10,000.00
70886	SEDRO-WOLLEY VISION CTR	RETIRED MEDICAL	PD	230.00
		WARRANT TOTAL		230.00
70887	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	9,320.00
		WARRANT TOTAL		9,320.00
70888	SHERWIN-WILLIAMS	REPAIRS/MAINT-BUILDING	SAN	139.71
		WARRANT TOTAL		139.71
70889	SITELINES PARK & PLAYGRND	OTHER IMPROVEMENTS	PK	986.73
		WARRANT TOTAL		986.73
70890	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	43.76
		WARRANT TOTAL		43.76
70891	SKAGIT COUNTY SHERIFF	PRISONERS	PD	7,601.67
		WARRANT TOTAL		7,601.67
70892	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	106.14
		WARRANT TOTAL		106.14
70893	SKAGIT HYDRAULICS, INC.	MAINTENANCE OF VEHICLES	SWR	277.37
		OPERATING SUPPLIES	SAN	171.65
		WARRANT TOTAL		449.02
70894	SKAGIT VALLEY PUBLISHING	LEGAL PUBLICATIONS	LGS	37.50
		WARRANT TOTAL		37.50
70895	STAPLES BUSINESS ADVANTAGE	SUPPLIES/BOOKS	PLN	34.91
		SUPPLIES	ENG	34.92
		WARRANT TOTAL		69.83
70896	STOPTECH, LTD	MACHINERY & EQUIPMENT	PD	35.20

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	35.20
70897	TKE CORP	REPAIR/MAINT-CITY HALL PK	684.63
		WARRANT TOTAL	684.63
70898	TRUE VALUE	MACHINERY & EQUIPMENT PD	11.89
		MACHINERY & EQUIPMENT PD	6.25
		MACHINERY & EQUIPMENT PD	5.07
		OPERATING SUPPLIES FD	1.95
		OPERATING SUPPLIES FD	8.20
		OPERATING SUP - PARKS SHOP PK	5.18
		OPERATING SUP - SENIOR CTR PK	88.62
		OPERATING SUP - HAMMER SQ PK	95.15
		OPERATING SUP - HAMMER SQ PK	96.20
		REPAIRS/MT-PARKS SHOP PK	9.09
		REPAIRS/MT-PARKS SHOP PK	3.90
		REPAIRS/MT-COMMUNITY CTR PK	14.25
		REPAIR/MT-SMALL TOOLS EQUIP PK	38.39
		HOLIDAY DISPLAYS PK	108.46
		MAINTENANCE OF LINES SWR	28.11
		OPERATING SUPPLIES SWR	9.28
		OPERATING SUPPLIES SWR	54.72
		OPERATING SUPPLIES SWR	46.59
		OPERATING SUPPLIES SWR	54.68
		OPERATING SUPPLIES SWR	14.57
		OPERATING SUPPLIES SWR	18.88
		OPERATING SUPPLIES SAN	15.18
		WARRANT TOTAL	734.61
70899	UNITED GENERAL HOSPITAL	PRISONERS PD	3,088.25
		WARRANT TOTAL	3,088.25
70900	USI EDUCATION & GOV'T SALES	OFFICE/OPERATING SUPPLIES PD	64.50
		OFFICE SUPPLIES FD	64.49
		WARRANT TOTAL	128.99
70901	VALLEY AUTO SUPPLY	REPAIR/MT-SMALL TOOLS EQUIP PK	9.80
		MAINTENANCE OF VEHICLES SWR	102.96
		REPAIRS/MAINT-EQUIP SAN	9.48
		SMALL TOOLS & MINOR EQUIP SAN	65.92
		SMALL TOOLS & MINOR EQUIP SAN	28.02
		WARRANT TOTAL	216.18
70902	VERIZON WIRELESS	TELEPHONE FIN	66.77
		TELEPHONE FIN	56.79
		TELEPHONE LGL	56.77
		TELEPHONE IT	56.77
		NEXTEL CELL PHONES	113.54
		TELEPHONE PD	56.77
		TELEPHONE PD	559.21
		TELEPHONE PD	24.30
		TELEPHONE FD	129.03

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		TELEPHONE FD	145.80
		TELEPHONE INSP	13.73
		TELEPHONE PK	119.84
		TELEPHONE CEM	13.73
		TELEPHONE ST	72.90
		NEXTEL CELL PHONES	194.80
		NEXTEL CELL PHONES SAN	174.08
		WARRANT TOTAL	1,854.83
70903	WA ST DEPT OF LICENSING	INSURANCE & BONDS JUD	30.00
		WARRANT TOTAL	30.00
70904	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS PD	115.00
		WARRANT TOTAL	115.00
70905	WASHINGTON ORGANIC RECYCLING	MISC-DUES/SUBS & TUITN/REG SAN	125.00
		WARRANT TOTAL	125.00
70906	WA ST DEPT OF AGRICULTURE	MISC-TUITION/REGISTRATION CEM	33.00
		MISC-TUITION/REGISTRATION ST	33.00
		MISC-TUITION/REGISTRATION ST	33.00
		MISC-TUITION/REGISTRATION ST	33.00
		MISC-DUES/SUBSCRIPTIONS SWR	33.00
		MISC-DUES/SUBSCRIPTIONS SWR	33.00
		WARRANT TOTAL	198.00
70908	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT	5,005.21
		WARRANT TOTAL	5,005.21
70909	WSU URBAN IPM & PEST SAFE ED	MISC-TUITION/REGISTRATION ST	100.00
		MISC-TUITION/REGISTRATION ST	100.00
		MISC-TUITION/REGISTRATION SWR	100.00
		WARRANT TOTAL	300.00
70910	WPCPA	MISC-DUES/SUBSCRIPTIONS SWR	105.00
		WARRANT TOTAL	105.00
70911	WOOD'S LOGGING SUPPLY INC	REPAIR & MAINTENANCE CS	712.82
		FIRE TRUCK FD	810.42
		FIRE TRUCK FD	810.42
		SMALL TOOLS & MINOR EQUIP PK	238.35
		REPAIR/MT-SMALL TOOLS EQUIP PK	8.66
		SAFETY EQUIPMENT ST	46.53
		REPAIR/MAINTENANCE-EQUIP ST	21.62
		REPAIR/MAINTENANCE-EQUIP ST	10.99
		REPAIR/MAINTENANCE-EQUIP ST	21.33
		OPERATING SUPPLIES SWR	11.80
		WARRANT TOTAL	2,692.94
		RUN TOTAL	346,434.92

CITY OF SEDRO-WOLLEY
SORTED TRANSACTION WARRANT REGISTER
12/08/2010 (Printed 12/02/2010 16:13)

PAGE 10

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	126,371.59
101	PARK FUND	7,021.85
102	CEMETERY FUND	625.64
103	STREET FUND	2,881.26
105	LIBRARY FUND	1,042.77
108	STADIUM FUND	15,587.96
330	1996 FIRE STATION CONST FUND	175,646.14
401	SEWER FUND	12,880.85
412	SOLID WASTE FUND	4,083.84
425	STORMWATER	242.52
501	EQUIPMENT REPLACEMENT FUND	50.50
TOTAL		346,434.92

DEPARTMENT	AMOUNT
001 000 000	5,005.21
001 000 011	43.28
001 000 012	419.39
001 000 013	211.83
001 000 014	630.13
001 000 015	170.15
001 000 017	281.78
001 000 018	712.82
001 000 019	286.35
001 000 020	505.42
001 000 021	17,018.71
001 000 022	100,948.75
001 000 024	137.77
FUND CURRENT EXPENSE FUND	126,371.59
101 000 076	7,021.85
FUND PARK FUND	7,021.85
102 000 036	625.64
FUND CEMETERY FUND	625.64
103 000 042	2,881.26
FUND STREET FUND	2,881.26
105 000 072	1,042.77
FUND LIBRARY FUND	1,042.77
108 000 019	15,587.96
FUND STADIUM FUND	15,587.96
330 000 082	175,646.14
FUND 1996 FIRE STATION CONST FUND	175,646.14
401 000 035	12,880.85
FUND SEWER FUND	12,880.85
412 000 037	4,083.84
FUND SOLID WASTE FUND	4,083.84
425 000 039	242.52
FUND STORMWATER	242.52
501 000 047	50.50
FUND EQUIPMENT REPLACEMENT FUND	50.50
TOTAL	346,434.92

DEC 08 2010

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

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF SEDRO-WOOLLEY

AND

SKAGIT COUNTY GOVERNMENT

THIS AGREEMENT is made and entered into by and between the City of Sedro-Woolley ("Agency") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1 SERVICE DESCRIPTION

The Electronic Messaging Service consists of those services, such as electronic mail that utilize network connected hardware or software in order to perform a specific function for a user of the service. For the purposes of this agreement, Electronic Messaging includes only that service commonly referred to as Email.

2 SCOPE OF AGREEMENT

Skagit County will provide electronic messaging support services as defined in Exhibit A, Skagit County Electronic Messaging Service Scope.

3 TERM OF AGREEMENT

This Agreement commences upon execution by signature of both parties and shall terminate on January, 1st 2014. The Agency may terminate this agreement prior to the termination date, with a 90 day written notice. Skagit County may terminate this agreement with a 180 day written notice.

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

4 DEFINITIONS

Current Payment Period - The Current Payment Period shall be the first, second, third or fourth quarter of the year that is accruing expenses when termination notice is given. The

first quarter of the year shall be January through March, the second quarter shall be April through June, the third quarter shall be July through September, and the fourth quarter shall be October through December.

Partner Agency - All agencies that have entered into an Inter-local agreement with the County for Electronic Messaging Services.

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.

The County's representative shall be Mike Almvig.
Agency's representative shall be Bill Chambers.

6 SERVICE HOURS

The electronic messaging service is available 24 hours per day, seven days a week, with the exception of planned or unplanned outages.

7 SERVICE AVAILABILITY

The Electronic Messaging Service availability target is 95% within a calendar year. Anytime that service is lost, the date and duration of outage shall be recorded. Availability of service shall be calculated by the formula following.

$(\text{Full Availability} - \text{Outage}) / \text{Full Availability}$

Outages due to maintenance activities shall be included in this calculation.

Skagit County will do its best to maintain network services and systems with the highest degree of availability possible.

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

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

7.1 SCHEDULED MAINTENANCE

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

7.2 SOFTWARE AND HARDWARE UPGRADES

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

7.3 EMERGENCY MAINTENANCE

Emergency maintenance will be coordinated with the Agency whenever possible.

7.4 NOTIFICATION OF SERVICE OUTAGE

Agency shall provide to Skagit County a list of email address and phone numbers of Agency personal who should be notified in the event of a service outage, either planned or not planned.

County shall notify agency via electronic mail of planned outages. Such email will come from the domain Skagitcounty.net or co.skagit.wa.us. County requests that agency allow email from these domains to be unblocked from any spam filter systems.

In the event that the email system is not functioning (unplanned outage), County will call Agency to provide status on the outage.

8 RELIABILITY

Each time a service is unavailable to all users of the service it shall be considered a service break. The County shall try to meet keep the number of service breaks per annum at 8 breaks or less.

9 AGENCY SUPPORT

Agency support may be obtained by contacting the Skagit County Service Desk. The Service Desk is available from 8AM to 4:30PM, Monday through Friday except for

County holidays and scheduled closure days.

The Service Desk may be contacted at:

Address: 1700 College Way, Mount Vernon, WA 98273
Phone: (360) 419.3338

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

The Agency may also send electronic mail to us regarding problems at **SUPPORT@CO.SKAGIT.WA.US**. This address is monitored during business hours (8:00 AM - 4:30 PM) Monday through Friday, excluding holidays.

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

9.1 SERVICE REQUESTS

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

Examples of work requests include but are not limited to:

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

Agency shall provide Skagit County Information Services with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the Electronic Messaging Service.

9.2 ENTERPRISE MANAGEMENT OF ELECTRONIC MESSAGING

Agency agrees to accept the electronic messaging standards for operation as determined by the Information Technology Advisory Committee (ITAC). Agency will be

notified in advance on issues that will be reviewed by ITAC that may affect Agency. Agency shall be able to attend and communicate Agency needs at ITAC meetings. Agency may additionally request changes to electronic messaging policies, these changes shall be reviewed by ITAC.

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

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

10 CONTACT POINTS AND ESCALATION

In the event that a request for service needs to be escalated or if there is a complaint regarding this service, please contact the Administrative contact for this agreement as identified in section 5.

11 CHANGE MANAGEMENT

The Electronic Messaging service is under County's Change Management Procedures as defined by Skagit County Information Services. Changes that may have significant risk, cost, or generally need to be communicated will fall under this process. Changes to this service will be prioritized, scheduled and communicated to Agencies as applicable.

12 SERVICE CONTINUITY

The Electronic Messaging Services is mission essential to the operation of Skagit County. As such the service is designed to be moved between data centers in the event that one of Skagit County's two data centers fails. A fail over should happen fairly quickly and is expected to be less than one hour from data center failure.

Electronic Messages are written to both data centers at the time of receipt of the email by the system.

13 SECURITY

The Electronic Messaging Service has several security measures that have been installed to protect both the integrity of the information received by the Agency and to assist in protecting the Agencies assets from a cyber attack. The County runs each email message through a Spam filter system and performs two separate virus detection and eradication checks with software from two separate vendors to minimize the potential of infection of Agency workstations to an Electronic Viral or Malware attack.

Access to the Electronic Messaging System via the Internet, using Microsoft Outlook Web Access is encrypted using SSL technology and protected by firewall and reverse proxy resources.

Whereas, several security measures have been put in place to attempt to minimize the impacts of hostile software or intrusion, the County cannot guarantee that these measures will fully protect the Agency. Consequently, the County takes no liability for Agencies loss of data due to intrusion from external sources. The County shall make every effort to restore Agency data stored on backup systems to a functional state.

Due to the nature of the work required to support this service on behalf of the Agency, Skagit County Information Technology staff will require administrative rights information owned by the Agency that is resident on County operated servers. Such rights will be limited to only those staff members required to perform the scope of work described herein.

13.1 SECURITY POLICIES, STANDARDS AND GUIDELINES

The County, in conjunction with the partner agencies shall work to comply with local, state and federal security standards and requirements, Skagit County Security Policy, and Information Technology Security Standards and Guidelines.

The Skagit County Security Policy is available on Skagit County's public web site. The document may be accessed this document at the URL listed below or by using the Commissioner's **Ordinance and Resolution Search** for Resolution Number 20020125.

<http://www.skagitcounty.net/apps/commissioners/ResolutionOrdinanceSearch/SelectedResults.aspx?wc='R20020125'>

The Information Technology Security Standards and Guidelines document is available upon request to the County Information Services department. Please contact the contract administrator for this document.

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

13.2 AUTHORIZED USE

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

Agency may request that Skagit County establish electronic messaging accounts for volunteers and contractors. These accounts will be treated as employee accounts of Agency. Skagit County advises Agency to review policies relating to access to Internet and Agency specific information in regards to volunteers or contractors.

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

13.3 INDIRECT ACCESS

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

13.4 USER ACCOUNT ACCESS TO SKAGIT COUNTY NETWORK

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

13.5 PASSWORD POLICY

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

14 RESPONSIBILITES

County shall be the provider of the Electronic Messaging Service. As such County takes responsibility to ensure:

- 1) Electronic Messaging system has a documented data backup and recovery strategy in place for Agency data.
- 2) That Agency domain for Electronic Messaging is set up and usable by Agency.
- 3) That network between County and Agency is configured to support Agency Access to the Electronic Messaging Service
- 4) To notify Agency at a minimum of two weeks in advance of any schedule maintenance to the Electronic Messaging system and as soon as possible after any unplanned outage.
- 5) To limit access to Agency data to only those County employees that reasonably need to access Agency data in order to perform their job functions to support the Electronic Messaging Service.
- 6) To provide a confirmation number of all requests for service to Agency.

Agency is responsible for:

- 1) Ensuring their desktop computers, including laptops and other devices compatible with the Electronic Messaging service are operating at a level that meets minimum requirements of the service.
- 2) Ensuring that they are properly licensed to access the Electronic Messaging Service. This will generally require at least a Microsoft Exchange Client Access License.
- 3) Ensuring that their local area network is capable of supporting the Electronic Messaging Service to the demarcation point of the service.
- 4) Ensure that changes to accounts, adding, deleting, archiving are clearly communicated to the Service Desk and that they receive a confirmation number for each request.
- 5) Complying with any third party license requirements for third party software required to utilize the Electronic Messaging Service.
- 6) Provide a high speed, DSL or greater, connection to the Internet, or establish a Regional Inter-Governmental Network (RIGN) connection to Skagit County.
- 7) Provide technical support to configure Agency workstations or personal computers per recommended configuration requirements as defined by the Electronic Messaging Service software vendor(s).
- 8) Provide technical support to configure Agency workstations or personal computers to access the Internet.
- 9) Agency shall provide to County proof of licensing if requested. Agency should work with the Microsoft software vendor to determine if they are adequately licensed.
- 10) Agency shall work with their Internet Service Provider to set the MX record of their domain to an Internet address provided by Skagit County for the purposes of routing electronic messages. County shall provide Agency and Agency's Internet Service Provider the required information.
- 11) Agency shall ensure that all devices that will access the Electronic Messaging Service are at the software versions required. Currently a minimum of Microsoft Outlook 2003 is required for desktop and laptop devices.

- 12) Agency is responsible for all technical support of Personal Data Assistants or Smartphone devices.
- 13) Agency is responsible for all data that is moved from the County's exchange data store to the Agency's network. Generally these are .PST files.

15 SERVICE RATES

15.1 RATES FOR SERVICE

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

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

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

Table 15.1-1, Cost Centers used for calculation of Agency chargeback.

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

15.2 RATES FOR SUPPORT SERVICES

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

Incidental costs are billed at the actual cost to County.

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

15.3 RATES TO BE REVIEWED ON A YEARLY BASIS

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

15.4 AGENCY EQUIPMENT COSTS

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

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

15.5 CALCULATIONS FOR BILLING

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

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

Where;

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

CM = Agency Metric Amount

TM = Total number of units in a Metric

15.6 TAXES

If the County is required to pay sales or use tax in order to provide service under this Agreement, such taxes will be added to the CCC as defined above.

15.7 INVOICES AND LATE PAYMENT

The County will invoice Agency quarterly detailing charges for services rendered during the preceding quarter. Payment is due upon receipt of invoice by Agency and becomes delinquent 30 days thereafter.

A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued.

Amounts disputed by Agency under Section 15 Service Rates are not subject to late payment charges.

16 DATA RECOVERY

16.1 DISASTER RECOVERY

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

16.2 REGULAR DATA RECOVERY

Skagit County maintains a backup of the Electronic Mail system for two weeks. This is sufficient in order to restore the system from a disaster, but may not meet Agency archival needs.

Electronic Messaging Archival is not addressed as part of this service.

17 GENERAL TERMS AND CONDITIONS

17.1 NO JOINT VENTURE

It is understood that this agreement is solely for the benefit of the parties hereto and give no right to any other party. No joint venture or partnership is formed as a result of this agreement.

17.2 USE OF SOFTWARE

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

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

17.3 INFORMATION OWNERSHIP AND MANAGEMENT

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

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

Agency further grants permission to County to perform information management activities as required to maintain services levels on Agency information.

17.4 PROPRIETARY INFORMATION.

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

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

17.5 PUBLIC DISCLOSURE

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public Disclosure Act, Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Other entities will not disclose data except through specific contracts, court orders or agreements with application and data owners.

Agency and the County agree that all records are owned by the Agency and maintained by the County for the exclusive benefit of the Agency. Nothing in this agreement is

intended to create a situation where the County has Agency records in its possession or control for purposes other than maintenance and operation of this agreement. Agency agrees that it is solely responsible for responding to public records requests.

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

17.6 OTHER THIRD PARTY REQUESTS FOR AGENCY INFORMATION

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

17.7 ELECTRONIC MESSAGING DISCOVERY PROCEDURES

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

1) Agency shall promptly notify County of the order. As part of this notification, County shall work with Agency to determine which disaster recovery tapes shall be held.

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

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

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

17.8 THE COUNTY MAY PRIORITIZE PROVISION OF ACCESS.

The County may limit, control or prioritize the access described herein to any extent necessary to prevent such from unreasonably disrupting the County's operations and to

prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

This may include scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions.

17.9 ASSIGNMENT.

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

18 TERMINATION

18.1 TERMINATION FOR CAUSE

If for any cause, the County or the Agency does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 60 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Agreement, Agency will pay its appropriated share for all services rendered within the current payment period.

18.2 TERMINATION FOR PUBLIC CONVENIENCE

Either the County or Agency may terminate the contract in whole or in part whenever the County or Agency determines, in its sole discretion that such termination is in the best interests of the County or Agency. Whenever the contract is terminated in accordance with this paragraph, County shall be entitled to payment for work performed through the current payment period. No adjustment shall be made for loss of anticipated profit or deleted or uncompleted work. Termination of this contract at any time during the term, whether by default or for convenience, shall not constitute a breach of contract.

The termination date of this agreement shall be the first day after the current payment period expires. A minimum of 30 days notice before the current payment period end

shall be provided by Agency or County when terminating this agreement.

18.3 TERMINATION OF AGREEMENT - EVENTS OF DEFAULT.

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

- a. The Agency wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b. Unauthorized copying of data.
- c. In the event this Agreement is determined to be in conflict with federal or state law, County resolutions or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. The Agency uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- f. If the vendor of the Electronic Messaging Service changes its support, architecture, licensing, policy or creates any other condition that would create a situation where Skagit County could no longer meet the scope of work as defined herein.

19 LIMITATION OF LIABILITY

19.1 NON-CONFORMING SERVICES

For any services which fail to conform to the specification of this Agreement and such failure is caused solely by the negligence of Skagit County, the County's liability shall be limited to not charging the Agency for the quarter period in which the service failed to conform. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. Agency is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished to the Agency by County.

Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

County is not liable for system failure or other unforeseeable conditions that result in the unavailability of service to Agency.

19.2 LOSS OR DAMAGE TO AGENCY SUPPLIED DATA

For any loss or damage to Agency supplied data or programs due to negligence of the County, Agencies liability shall be limited to the replacement or regeneration of lost or damaged data from the County's supporting material up to a maximum of \$5,000 per year.

19.3 EQUIPMENT DAMAGE

For any equipment damaged as the result of negligence by either party, that party will be obligated to pay for repair or replacement of that equipment. If both parties are negligent, the parties agree to apportion between them the damage attributable to the actions of each. Liability for equipment shall be limited to the actual replacement cost.

19.4 SOFTWARE

Computer applications programs and other software systems furnished to Agency by the County at no charge to Agency are furnished on an "as is" basis with no representations or warranties regarding use or results.

19.5 DAMAGES

Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

19.6 THIRD PARTY CLAIMS

In the event that either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

20 MONITORING AND DISCLOSURE

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

conditions. Agency will be notified to assist in corrective action if unacceptable materials are found to exist.

21 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.

22 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.

23 TREATMENT OF ASSETS

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, or disposed of pursuant to this agreement.

23.1 PROPERTY TITLE

Title to all property furnished by the County shall remain with the County. All property furnished by the Agency shall remain with the Agency.

23.2 USE OF PROPERTY

Any property furnished by the County to the Agency shall, unless otherwise provided in this contract, or approved by the owner, be used for the performance of this contract.

23.3 LOSS OR DAMAGE

The Agency shall be responsible for any loss or damage to property of the County which results from negligence of the Agency or which results from the failure on the part of the Agency to maintain and administer the property in accordance with sound management practices.

23.4 PROPERTY LOSS NOTIFICATION

If any County property is lost, destroyed, or damaged, Agency shall promptly notify the County and shall take all reasonable steps to protect the property from further damage.

23.5 SURRENDER OF PROPERTY

Both parties shall surrender to the other all property owned by the other prior to settlement upon completion, termination, or cancellation of this Agreement.

23.6 AGENCY EMPLOYEES OR AGENTS

All reference to the Agency under this clause shall include any employees or agents of Agency.

24 OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the County and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

25 SIGNATURE BLOCKS

The parties acknowledge that they have read, understand and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

GOVERNMENT AGENCY:

Mayor Mike Anderson
(Date _____)

Mailing Address:

325 Metcalf Street
Sedro-Woolley, WA 98284

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2010.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

For contracts under \$5000:

County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Director

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board

Exhibit A
Skagit County Electronic Messaging Service Scope

County The Electronic Messaging Service shall consist of the following:

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

Electronic Messaging Service Features

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

Exhibit A
Skagit County Electronic Messaging Service Scope

Sync.

DEC 08 2010

After Recording Return to:

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

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

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

City of Sedro-Woolley

AND

Skagit County

THIS AGREEMENT is made and entered into by and between City of Sedro-Woolley ("Sedro-Woolley") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this interlocal is to cost share with jurisdictions that benefit from the County's annual Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS), of the U.S. Department of the Interior, for water resource investigations of the Sauk and Skagit Rivers. The JFA provides for annual maintenance of one gauge on the Sauk River and three gauges on the Skagit River, and the collection and publication of the data from these gauges.

2. **RESPONSIBILITIES:**

2.1. Skagit County is responsible for payment to the USGS.

2.2. Sedro-Woolley is responsible for payment to the County in the amount of One Thousand Dollars (\$1,000) per year, for two years, as its portion of the cost.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from date of mutual agreement through December 31, 2012.

4. MANNER OF FINANCING: Sedro-Woolley shall make payment on two (2) annual invoices from the County. Each payment will be in the amount of One Thousand Dollars (\$1,000) pursuant to the terms of this agreement. Sedro-Woolley agrees to pay said invoices within thirty (30) days of receipt. Neither party is obligated to otherwise pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless specified herein.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Public Works Natural Resources Division Manager.

5.2 Sedro-Woolley's representative shall be the Public Works Director.

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 County 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. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. 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: N/A

City of Sedro-Woolley:

By: _____
Title: _____
Date: _____

Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

City of Sedro-Woolley
325 Metcalf
Sedro-Woolley, WA 98284

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, 2010.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

For contracts under \$5000:

County Administrator
(Authorization per Resolution #R20030146)

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Director

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

Clerk of the Board

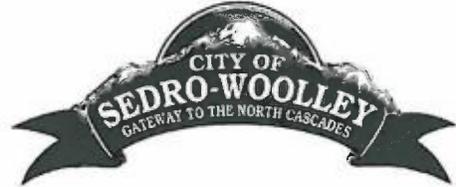
DEC 08 2010

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

CITY OF SEDRO-WOOLLEY

325 Metcalf Street, Sedro-Woolley, WA 98284 (360) 855-1661

Memorandum



To: Mayor Anderson, City Council
From: Shane Walley, Public Works Operations Supervisor
Date: 12/1/2010
Re: Riverfront Park Caretaker Agreement for 2011

ISSUE

Establishment of a new Riverfront Park Caretaker contract beginning March 1st 2011

BACKGROUND

Our current Riverfront Park Caretaker contract will come to an end on February 1st 2011. The Parks Department has decided not to renew the contract with the current caretaker. A new caretaker has been selected from last year's pool of applicants that we believe will be a perfect fit for the position.

RECCOMENDED ACTION

The Parks Department recommends approval of the attached contract beginning March 1st 2011

Thank You,

A handwritten signature in blue ink, appearing to read "Shane Walley", written over a horizontal line.

Shane A. Walley
Public Works Operations Supervisor

Riverfront Park Caretaker Agreement

This agreement, dated this 8th day of December, 2010, is made and entered into between Don George, (hereinafter "George") and the City of Sedro-Woolley, a Washington municipal corporation (hereinafter "City").

GEORGE and the City agree that he shall perform the duties of Riverfront Park Caretaker upon the following terms and conditions:

EFFECTIVE DATE: This agreement shall be effective March 1st, 2011.

COMPENSATION: GEORGE shall be paid a monthly stipend of \$100.00 for his work as caretaker. GEORGE shall be required to reside in the caretaker's residence at Riverfront Park as a condition of this position.

UTILITIES: City agrees to pay or provide for septic, garbage, electric power and water utilities and services to the caretakers quarters at city expense.

USE OF PREMESIS: GEORGE shall not assign this agreement, sublet the premises, give accommodations to any roomers or lodgers or permit the premises to be used for any purpose other than a private dwelling for GEORGE and family.

PREMESIS DEFINITION: The premises are defined as the caretakers' quarters, and the fenced in area surrounding the caretakers quarters.

CARETAKER'S RESIDENCE OBLIGATIONS: GEORGE agrees as follows:

- (a) To park their personal vehicles only at spaces provided adjacent to the premises.
- (b) To keep the premises in a clean and sanitary condition.
- (c) To report any damage or maintenance needed to the caretaker residence to the Parks and Recreation Supervisor immediately.
- (d) To repair at GEORGE'S expense any damage to the caretakers residence caused by negligence within 30 days of written notice from the City or sooner if made necessary by an emergency.
- (e) To permit the City, its agents, employees or representatives to enter the premises at reasonable times after notice for the purpose of inspections, to make necessary repairs, or to show the residence to insurance representatives.
- (f) Not to have any pets or animals of any kind within the premises without prior written approval from the City.
- (g) Not to make alterations, additions, painting or improvements to the premises without prior written approval from the City.
- (h) To comply with reasonable rules and regulations for the use of the caretakers quarters as established by the City which are not inconsistent with this agreement.

LIABILITY: The City or its officials, employees, and agents shall not be liable for any claim, actions or judgements for injury to property, or injury to persons suffered or alleged to be suffered within the caretakers premises, unless caused by negligence of the city, its officials, employees or agents acting in the course of their employment.

INSURANCE: The City shall carry an insurance policy for the caretaker's quarters for fire and casualty, and shall receive any and all proceeds thereof, in case of fire or casualty. GEORGE hereby waives any right to receive proceeds under this policy. GEORGE shall provide his own insurance for personal contents of the caretaker's quarters. GEORGE shall look solely to his own insurance in the event of fire or other casualty, and waives any claim against the City therefore.

REPAIRS: In the event of fire or other natural disasters which render the premises uninhabitable, the City reserves the right to repair the premises owned by the City and continue this agreement in force, or alternatively, at its option, to terminate this agreement without further obligation to GEORGE.

VACATIONS & TIME OFF

Caretaker acknowledges that the peak season for the park is April 1st through October 31st and will make every effort to schedule vacations outside of this window.

If absences are required caretaker will schedule absences of more than one day from the park at least one week in advance with the Parks and Recreation Supervisor or to ensure coverage of the caretaker duties during the absence. Caretaker agrees to not be absent during the following community events unless approved in advance by the Parks and Recreation Supervisor.

- a. Annual Steelhead Club Easter egg hunt. (Saturday preceding Easter Sunday)
- b. Loggerodeo Celebration (June 28th through July 4th)
- c. Founders Day Celebration (early September varies year to year)

CARETAKERS DUTIES AND OBLIGATIONS:

- (a) Open and close park entrance gates and restroom facilities.
- (b) General security of the park and its use by the public. Caretaker shall attempt, without force to resolve and control any disputes, unruly behavior, disturbances or violation of park rules and ordinances that might occur. Any disputes or disturbances that cannot be peacefully resolved by the caretaker shall immediately be referred to the Sedro-Woolley Police Department.
- (c) Caretaker maintenance duties shall include the following:
 1. General maintenance and cleaning of the park grounds and restrooms;
 2. Restrooms shall be inspected daily to supply necessary paper towels and thoroughly washed and cleaned when necessary;

3. Garbage cans shall be checked daily, emptied once a week and when necessary.
 4. Help with watering grounds, and flowers;
 5. Clean and wash park kitchen area and all tables when necessary;
 6. Assist with mowing, flower bed weeding and maintenance;
 7. Provide other park maintenance not otherwise listed to ensure an aesthetic and sanitary park environment.
 8. Caretaker will perform weekly cleaning of off leash dog-park.
- (d) Caretaker will also close and lock restrooms at Hammer Heritage Square, Memorial Park, and Bingham Park at dusk.
- (e) Caretaker in the absence of an RV Park Host shall greet park guests, assist them with hooking up with utilities, and ensure that RV space rent is paid, and report problems to the Parks and Recreation Supervisor.

WORK HOURS

Caretaker is free to determine hours of work to accomplish the above tasks unless specifically directed by the Parks Supervisor or other designee.

TERMINATION: This agreement shall terminate and GEORGE shall surrender the premises to the City without notice or compensation, and in accordance with this agreement, upon the sooner of:

- (a) Upon election by the city to terminate this agreement for material violation of its terms by GEORGE;
- (b) As otherwise set forth in this agreement;
- (c) By either party with 60 days notice to the other party.

APPLICABLE LAW: This agreement shall be governed by the laws of the State of Washington and the Laws of the City of Sedro-Woolley.

GEORGE acknowledges that he has read this agreement and will abide by the terms and comply with all rules and regulations adopted by the City.

CITY OF SEDRO-WOLLEY

Mayor

Don George

ATTEST:

Finance Director

APPROVED AS TO FORM:

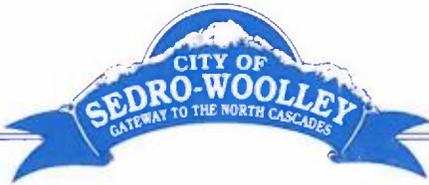
City Attorney

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 08 2010

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

CITY OF SEDRO-WOOLLEY



Wastewater Treatment Plant
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 856-1100
Fax (360) 856-5269

Memorandum

Date: December 3, 2010
To: Mayor Anderson and City Council Members
From: Debbie Allen, Wastewater Treatment Supervisor 
Subject: **Memorandum of Agreement with King County**

Background Information:

The City of Sedro-Woolley currently has an agreement with King County for the utilization of County-owned biosolids application equipment which is due to expire on December 31, 2010. The purpose of this agreement is to allow the City to enter into a contract with Boulder Park Incorporated (BPI) under which BPI will utilize the County's biosolids application equipment for the application of the City's biosolids.

BPI, King County and the City of Sedro-Woolley are currently working on a joint contract for 2011, but this process will not be finished by the end of the year. In order to do business as normal, I am requesting approval of the attached memorandum.

Recommended Action:

Authorize Mayor Anderson to sign the memorandum of agreement between the City of Sedro-Woolley and King County for the utilization of County-owned biosolids application equipment. This agreement will be valid for a period of one year, ending December 31, 2011, at the price of \$2.36 per applied tons of biosolids.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SEDRO WOOLLEY AND KING COUNTY
FOR THE
UTILIZATION OF COUNTY-OWNED BIOSOLIDS APPLICATION EQUIPMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 between King County by and through its Department of Natural Resources & Parks (hereinafter “County”) and the City of Sedro Woolley (hereinafter “City”). This agreement is valid for one year ending December 31, 2011 and must be renewed thereafter.

WHEREAS, biosolids are primarily organic solids resulting from wastewater treatment processes that can be beneficially utilized and are therefore a valuable commodity that can be used for its fertilizer and soil enhancement properties.

WHEREAS, the County through its Department of Natural Resources and Parks has a 3-year contract with Boulder Park, Inc. in Mansfield, WA (hereinafter “BPI”) with an option of one, 2-year extension for a total of 5 years. The current contract was initiated in April 2010 for the purpose of recycling biosolids on farmland in Douglas County. As part of the BPI contract the County provides equipment, (see attached “Equipment Lease Rate Table”) while BPI provides operation and maintenance of the equipment (see attached section 2-11 from contract #471783 for specific details).

WHEREAS, the City desires to enter into a contract with BPI utilizing some of the terms and conditions of the contract between the County and BPI. The City desires to have BPI use County equipment to apply the City's biosolids in accordance with all applicable federal, state and local regulations and on properties separate from those utilized by other generators.

WHEREAS, the County and the City recognize that by supporting a regional approach to biosolids management through their memberships in the Northwest Biosolids Management Association they promote cooperation between regional jurisdictions, biosolids users, local permitting authorities and surrounding communities. Furthermore, the County and the City recognize that it can be cost effective and an efficient use of public resources to enter into agreements associated with biosolids utilization projects.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to allow the City to enter into a contract with BPI under which BPI will utilize the County's biosolids application equipment for the application of the City's biosolids, as described in contract #471783 “Biosolids Application Service Agreement”.

2. RESPONSIBILITIES OF PARTIES:

- A. County. The County agrees that it will, by and through its in-house staff, consultants or contractors perform the following:
- (1) Provide access/use by BPI to County-owned equipment, itemized on Equipment Lease Rate Table, so that BPI may use such equipment to apply the City's biosolids as part of the Boulder Park Project (BPP) (see Attachment 2).
 - (2) All equipment will be maintained and operated by BPI per the contractual agreement between the County and BPI per contract #471783.
 - (3) Equipment will be replaced and/or refurbished per an equipment replacement schedule which is part of the Rate Determination Table, (see Attachment 1) which is incorporated by reference as if fully stated herein.
 - (4) Provide management and oversight to the BPP, on behalf of other agencies, including permit acquisition, ensuring compliance with all applicable regulations, application rate calculations and reporting.
- B. City. The City agrees that it will, by and through its in-house staff, consultants or contractors perform the following:
- (1) Enter into a separate contract with BPI if it elects to utilize the County's equipment and understands that only BPI can operate and maintain the equipment.
 - (2) Will comply with all applicable federal, state and local regulations.
 - (3) Will secure and utilize different properties for the City's biosolids separate from those properties utilized by the County for its biosolids.
 - (4) Will reimburse the County directly on an applied ton basis for County staff time and use of County equipment, maintained and operated by BPI for the application of the City's biosolids.
 - (5) The City will record the applied tons in a method that is clear and accurate to ensure that fair and proper reimbursement is rendered to the County. This record will be supplied to the County in a monthly statement.

3. BILLING AND PAYMENTS:

- A. The City will reimburse the County at a rate of **\$2.36 per applied ton**. The rate is based on equipment cost, replacement, depreciation and staff time divided by the County's average annual tonnage recycled at the project site. See Equipment Lease Rate Table for details.

- B. The City will submit a monthly statement to the County that clearly shows the number of tons applied and the date of application. The statement is due within 45 days of application and will be sent to:

King County Department of Natural Resources and Parks
Resource Recovery Section
Attn: Lisa Vogel
201 S. Jackson Street, KSC-NR-0512
Seattle, WA 98104-3855

- C. The County after receipt and verification of the statement will submit an invoice to the City for payment. The invoice will be sent to:

Debbie Allen
City of Sedro Woolley
325 Metcalf Street
Sedro Woolley, WA 98284

- D. The City shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

4. AUDITS:

All payments and support documentation associated with payments to the County from the City shall be subject to audit as required by state and federal law and regulations. Adjustments to payments to the County will be made in accordance with audit findings and conclusions after discussions between the City and the County.

5. LIMITATIONS:

- A. Since the County operates on an annual adopted budget and cannot operate without this appropriation, the County cannot make assurances with regard to equipment availability beyond each calendar year.
- B. The County has first-right of usage as it relates to County provided equipment.

6. INDEMNIFICATION:

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the City shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the use of County equipment by BPI for the City or relating to the quality or delivery of the City's biosolids. In addition, the City shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such

goods and/or services; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse the County's payment of any sums reasonable to settle such litigation or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the City or its subcontractors, and as respects the County only the City expressly waives all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

7. TERMINATION:

A. Convenience. The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the City. After receipt of a Notice of Termination, and except as directed by the contract administrator and except as provided in 7.D. below, the City shall have 60 days to stop utilizing the County biosolids application equipment. The County accepts no liability or costs incurred by the City for such termination.

B. Non-Appropriation. If expected or actual funding associated with the County's participation in activities necessary to provide the County's biosolids application equipment to BPI, the County may, upon written notice to the City, terminate this contract in whole or in part. Such termination shall be in addition to the County's rights to terminate for convenience or default.

C. Default. In addition to termination for convenience, if the City fails to comply with any provisions within this Contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the City setting forth the manner in which the City is in default and the effective date of termination; provided that the City shall have 30 calendar days to cure the default.

D. Termination of BPI Contract #471783. If the County determines that it may be forced to terminate its contract with BPI for contractual non-compliance, the County will give the City as much notification as practical. This notification may be less than 60 days. The County will work cooperatively with the City to find a replacement contractor if biosolids application operations are underway.

IN WITNESS WHEREOF, the City and the County have respectively signed this Memorandum of Agreement as of the day and year first above written.

CITY OF SEDRO WOOLLEY

KING COUNTY

Mike Anderson, Mayor of
City of Sedro Woolley

Pam Elardo, Director, Wastewater
Treatment Division

Date

Date

Approved as to form only:

William E. Blakney, Deputy Prosecuting
Attorney

Date

Attachment 2

Excerpt from Boulder Park Biosolids Application Contract

2-11 Participation by other Public Agencies in the BUF

- A. Other federal, state, county, and local biosolids generators may participate in the BPP by contracting with King County and BPI.
1. Prior to accepting any biosolids from other agencies, King County and BPI, in consultation with WDOE, will review the agency's biosolids quality data to verify that it meets current regulations and is acceptable to all parties for application at BPP sites.
 2. Prior to accepting any biosolids from other agencies, King County and BPI shall mutually agree in writing on the rate charged to other agencies. This rate shall be comprised of: (1) a fee to BPI for application, field management and all responsibilities related to these activities; (2) a fee for use of King County's application equipment; and (3) reimbursement for time spent by King County staff in permitting, reporting and related activities on behalf of the other agency.
 3. The three components of the rate charged to other agencies (as outlined above in item 2.) will be paid to BPI. BPI will then reimburse components (2) and (3) to King County on a predetermined schedule depending on the quantity of biosolids delivered by each agency as stated in their individual contract between BPI and KC.
 4. Component (1) of the rate charged to other agencies will be adjusted annually as set forth in **Subsection 2-5, A.**
- B. BPI agrees to the following: 1) that King County accepts no responsibility or involvement in any separate contracts that BPI may enter into for hauling biosolids from other agencies to the BPP; 2) to hold King County harmless for anything that happens during the execution of these separate contracts; and 3) to permit King County to review these contracts before they are signed to ensure they clearly state that the County is held harmless from any events arising from the performance of these separate contracts.

EQUIPMENT LEASE RATE TABLE 2010
For Boulder Park Biosolids Land Application Project

Attachment 1

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$60,000	\$60,000	\$3,000
-----	1967 Beall Tanker Trailer	\$25,000	15	\$5,000	\$20,000	\$1,333
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWP238	2009 Ford F350 4x4 Pickup	\$30,000	10	\$10,000	\$20,000	\$2,000
EWG035	1984 GMC Dump Trk (snowplow & sander eq)	\$20,000	15	\$8,000	\$12,000	\$800
EWL003	2008 644J John Deere Loader w/5yd bucket	\$170,000	5	\$70,000	\$100,000	\$20,000
EWFT12	2008 STX275 Case/IH 4WD Tractor	\$160,000	10	\$60,000	\$100,000	\$10,000
-----	2005 Honda Fourtrax	\$7,000	12	\$2,000	\$5,000	\$417
EWG002	2003 Cat 120H Road Grader	\$110,000	15	\$10,000	\$100,000	\$6,667
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	15	\$5,000	\$15,000	\$1,000
EWSA21	2009 West Pt. Spread-All	\$35,000	5	\$7,000	\$28,000	\$5,600
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$5,000	\$12,820	\$641
-----	Snowplow Blade	\$1,500	15	\$300	\$1,200	\$80
-----	Misc. Tools	\$5,000	10	\$0	\$5,000	\$500
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$10,000	1	\$0	\$10,000	\$10,000

Total Annual Depreciation		\$68,078
Equipment rate/applied ton		\$2.06
King County staff rate/applied ton		\$0.30
Total Fee		\$2.36

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

Updated: 9/1/10

DEC 08 2010

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

Memorandum

To: Mayor Anderson and City Council

From: Patsy Nelson 

Date: 12/2/2010

Re: 2010 Budget Amendment #3

Issue: Should the Council adopt the attached ordinance which amends the 2010 budget?

	<u>Revenue</u>	<u>Expenditures</u>
<u>Arterial Street Fund</u>		
<i>(additional impact fee monies required for North Township sidewalk project)</i>		
104.000.042.595.61.00.00 Construction Sidewalks		12,000
104.000.099.508.00.00.00 Ending Cash		-12,000
<u>Library Fund</u>		
<i>(Additional grants: Skagit County, Foundation for Early Learning & LSTA Rural Heritage)</i>		
105.000.000.338.72.00.00 Intergovernmental Revenue	7,405	
105.000.000.333.45.30.00 LSTA Rural Heritage Grant	2,900	
105.000.000.367.00.00.00 Foundation Contribution	1,400	
105.000.072.572.20.49.35 Early Learning		450
105.000.072.596.72.64.01 Books – Skagit County		7,405
105.000.072.596.72.64.05 Equipment- Rural Heritage		2,900
105.000.099.508.00.00.00 Ending Cash		950
<u>Sewer Operations Fund</u>		
<i>(additional costs for Fruitdale Sewer, change order #12)</i>		
401.000.000.397.35.00.00 Transfer from Sewer Reserve	76,000	
401.000.035.596.35.63.00 Other Improvements		76,000

Revenue Expenditures

Sewer Reserve Fund

(funding for additional costs on Fruitdale Sewer)

410.000.000.597.35.00.00 Transfer to Sewer Operations	76,000
410.000.099.508.00.00.00 Ending Cash	-76,000

Recommendation: Approve Ordinance # -10, an Ordinance amending Ordinance No. 1653-09 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2010.”

AN ORDINANCE AMENDING ORDINANCE 1653-09 AMENDING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2010

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2010 Budget.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The 2010 Budget, adopted by Ordinance 1653-09, and passed by the City Council on November 25, 2009 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2010 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2010 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,938,174
101 PARKS FUND	688,558
102 CEMETERY FUND	163,437
103 STREET FUND	632,777
104 ARTERIAL STREET FUND	1,824,197
105 LIBRARY FUND	398,218
106 CEMETERY ENDOWMENT FUND	112,896
107 CUM RESERVE FOR CITY PARKS FUND	6,584
108 STADIUM FUND (HOTEL/MOTEL)	69,598
109 SPECIAL INVESTIGATIONS FUND	5,397
113 PATHS AND TRAILS FUND	39,616
205 G/O BOND REDEMPTION FUND 2008	304,847
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	285,075
302 CUM RES FOR C/E CAP OUT FUND	872,738
303 FACILITIES MAINTENANCE RESERVE FUND	55,000
310 MITIGATION RES FOR POLICE FUND	21,295
311 MITIGATION RES FOR PARKS FUND	163,432

312 MITIGATION RES FOR FIRE FUND	69,627
330 FIRE STATION 2 CONSTRUCTION FUND	1,844,688
332 PWWF SEWER CONSTRUCTION FUND	892,954
401 SEWER FUND	3,751,400
402 CUM RES FOR SEWER OPERATIONS FUND	580,854
407 98 SEWER REV BOND FUND	797,444
410 CUM RES FOR SEWER FACILITIES FUND	3,308,858
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,998,580
413 SOLID WASTE RATE STABILIZATION FUND	45,000
425 STORMWATER FUND	325,606
501 EQUIPMENT REPLACEMENT FUND	517,347
621 SUSPENSE (SWSD)	55,000
 TOTAL ALL FUNDS	 26,295,679

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 8TH DAY OF DECEMBER, 2010.

Mike Anderson, Mayor

ATTEST:

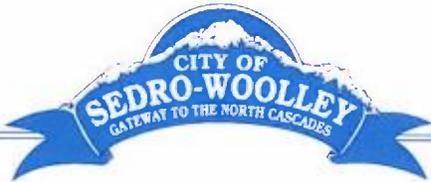
APPROVED AS TO FORM:

Clerk-Treasurer

City Attorney

DEC 08 2010

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

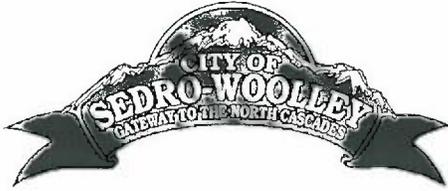


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 08 2010



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Vacancy on City Council
FOR MEETING ON: December 8, 2010

ISSUE: Who should the Council appoint to fill the vacant seat that represents Ward 4?

BACKGROUND: Councilman Colgan resigned his seat by letter read November 10, 2010 which was effective November 30, 2010. RCW 42.12.070 indicates that the City Council fills the vacant position with a qualified person. Qualifications for appointment include:

1. Registered voter in Sedro-Woolley;
2. Resident of the City for one year prior to appointment; and
3. Resident of Ward 4.

The Council requested letters of interest from interested candidates from November 16 to December 2. Letters were received from the following candidates (in order received):

- A. Eric A. Johnson;
- B. Pola Kelley;
- C. Keith L. Wagoner;
- D. Ken Van Liew;
- E. Glenn Allen;
- F. Josh Williams;
- G. Kippert J. Jacob; and
- H. Jerry Timblin.

Letters of interest and any other information provided by the candidates is attached. Following the process discussed on November 10th which was also used in 2006, each candidate has been given 10 minutes on the agenda to be interviewed by the Council. A set of interview questions is also attached for your use if you so desire.

Following the interviews and a discussion of the candidates' qualifications (in executive session if desired by the Council), the following motion would be appropriate.

RECOMMENDATION: Motion to appoint _____ to the vacant seat representing Ward 4 on the City Council.

Following your action, the new councilmember will be sworn into office and will be seated.

Eric A. Johnson
516 Talcott Street
Sedro-Woolley, WA 98284
(360)-708-2654

November 28, 2010

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

Dear Mayor Anderson:

I am writing this letter to express my interest in the position open as Ward 4 City Council Member. I have called Sedro-Woolley home for the past 16 years of my life and have come to appreciate its unique character, hometown atmosphere and great potential. And from this appreciation stems my interest in serving on the City Council. I deeply care for this community and I want to see it thrive and grow. This is where I grew up, it is the place that instilled in me many of my core values, it is where most of my relatives live, and it is where I want to raise a family of my own. Government and public service has been a passion of mine for over a decade and I believe that there is no better place to serve one's community than to serve locally.

If appointed to the City Council, my top objective would be to improve and strengthen the Sedro-Woolley economy. I have witnessed over the past several years numerous stores and restaurants go out of business, and in some instances those shops and buildings remain vacant. I see and hear people talk about how they have to go out of town to do their shopping, which is a sad and unnecessary truth. As a city council member, I would work hard at partnering with local business owners to create a healthy and competitive business environment in order to attract more commerce and businesses. As you already know, a city's economy has a rippling effect into many other areas and facets of city governance and life. A strong economy can mean greater standards of living and more opportunities for present and future generations.

The experience that I would bring to the City Council is two fold: 1) An education and passion for public service and 2) A new and fresh perspective. I am 24 years old, and for the past 12 years have been involved in local politics in a variety of capacities such as campaigning for local candidates and the most recent school levy, paging in Olympia, and working for the Skagit County Auditor's Office on election night. I received my B.A. in Government – Public Policy from Patrick Henry College in 2008 and interned in the United States Senate. This education as a whole has taught me the important attributes of good, responsible and competent government. As a younger member of the council, my perspective would bring unique insight to issues facing the city and would serve to buttress the many years of experience presently found on the council. My education, distinctive point of view, and desire to bring people together to create a better community is part of what I would bring to the Council.

I believe that I would serve the people of Ward 4 well, and would consider it an honor to help work towards making Sedro-Woolley a safer and stronger community. I look forward to an interview with the City Council and yourself and may be contacted at (360)-708-2654 or (360)-855-1070. Thank you for your time and consideration.

Respectfully yours,



Eric Johnson

Eric Andrew Johnson

Experience:

Skagit State Bank
Teller II, Vault Teller
Mount Vernon, WA

August 2008 to Present

- Handle customer transactions and have received extensive and continued training regarding bank laws, security procedures, and customer service techniques.
- Member of task force charged with developing a new checking account focused on electronic and mobile banking.
- Responsible for auditing the vault, processing teller trades, and balancing the ATM.
- Achieved Teller All-Star recognition for June 2009.

Office of Senator Sam Brownback
Intern

Summer 2007 & Spring 2008

Washington, D.C.

- Assisted in the daily operation of the office by running errands, sorting mail, and answering phone calls.
- Attended and wrote summaries for congressional hearings and assisted in the research and writing of two bills.
- Helped with constituent relations by receiving guests in the front office and giving tours of the Capitol.

Border Security Alert
Analyst

Spring 2008

Purcellville, VA

- Assigned to monitor the Northwest sector of the U.S.-Canadian border.
- Conducted open-source research on matters dealing with drug smuggling, national security, and general activity within my sector.
- Submitted detailed weekly reports to a website subscribed to by members of the intelligence community.

Stiles & Stiles Law
Office Clerk

Summer 2002 – Summer 2006

Sedro-Woolley, WA

- Managed client files, database entries, correspondence, and supervised the general upkeep of the law firm as a staff assistant.
 - Frequently served as the front office receptionist.
 - Assisted in the research and writing of legal briefs and response letters to insurance companies.
-

Education:

B.A. in Government Public Policy
Patrick Henry College, Purcellville, VA

May 2008

Total Immersion Language Studies

Summer 2005

Intensa Language Program, San Jose, Costa Rica

- Studied Spanish abroad for 7 weeks at the Intensa Language Program, a fully accredited language program recognized by Nicholls State University, LA.
-

Extracurricular Activity:

National Model United Nations, Head Delegate – Served as Head Delegate on the 2007-2008 Patrick Henry College NMUN team. Led the team in a successful effort to win the prestigious “Distinguished Delegation” award.

Patrick Henry College Student Senate, Senator – Served in the Student Senate for three years. Drafted and successfully enacted a broad spectrum of legislation – including legislation which led to the establishment of a permanent campus-wide recycling program.

Alexis de Tocqueville Society, Moderator – Called, organized and conducted executive board meetings, over saw event planning, contacted speakers for lectures, assisted the editor-in-chief of our bi-annual school publication, *Notes on the Times*.

Professional References Available Upon Request

December 2, 2010

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

I would like to submit my name as a candidate for the vacated Council position. My friend and neighbor Pat Colgan has repeatedly encouraged me to apply. I have taken time to weigh the needs of the position against my current schedule and believe I could effectively do so.

Why are you interested in serving on the City Council?

1. I am dedicated to the City of Sedro-Woolley, and have served with the Board of Directors of the Chamber for 6 years prior to accepting my current position as Executive Director. I own a business in town and want to see the City thrive. It needs to be a self sustaining vital place that provides jobs, goods, services, and housing.
2. I believe the staff of the City are dedicated civil servants and have enjoyed working with them, and feel the need to ensure that the City is adequately staffed and able to meet the needs of the town.
3. I believe the way to increase revenue to the City is to bring more businesses to town thus increasing sales tax revenue.

If appointed, what is your top objective as a member of the City Council?

1. Attract new businesses
2. Improve appearance of the city by adding landscaping
3. Improve Parks

What experience would you bring to the City Council and why is that experience needed at this time?

1. BA in Speech Communications and Political Science
2. Currently Executive Director of Sedro-Woolley Chamber of Commerce
3. Current Participant in Leadership Skagit
4. Business Owner/Pola Kelley Insurance Agency Inc./Allstate

Through education, experience, and interest I believe I would be an asset to the Council.

Pola Kelley
407 State Street
Sedro-Woolley WA 98284
360-855-0555
360-420-2215

CITY OF SEDRO-WOOLLEY
RECEIVED ON

NOV 30 2010

Time: _____
Initials: _____

November 30, 2010

Keith L. Wagoner
410 Talcott Street
Sedro Woolley, WA 98284
wagonerKL@msn.com
(360) 873-8005

Mayor Mike Anderson
325 Metcalf Street
Sedro Woolley, WA 98284

Dear Mayor Anderson,

Please see my attached application in response to Sedro Woolley public notice dated November 16, 2010 (Notice of and Call for Candidates for Appointment to the Sedro-Woolley City Council). I appreciate your time in considering my application. Thank you.



Keith L. Wagoner

CDR USN (ret)

Application ICO Keith L. Wagoner, Commander, U.S. Navy (retired):

Education:

- Graduated Burlington-Edison High School, 1979.
- Attended Washington State University for one year before being appointed to the United States Naval Academy (USNA), Annapolis Maryland.
- Graduated USNA 1984 with Bachelor of Science in Physical Oceanography.
- Master of Science in Global Leadership (with emphasis on Program Management) from the University of San Diego, 2007.

Background: I grew up in the Sedro Woolley zip code; Alger to be exact and have maintained property and legal residence here throughout my service as a naval officer. Most of my immediate family still resides in Skagit Valley. I retired from the U.S. Navy in 2007 after 23 years of flying helicopters and fixed-wing aircraft throughout the world, and was finally able to bring my family home. Our experiences abroad in other states and countries, while enjoyable, have confirmed for me that there is no place quite so wonderful as home. My wife and I have three children; one attending WSU as a freshman, one a Junior at SWHS, and one at Cascade Middle school. We currently live in a historic home on Talcott Street.

Qualifications: My 23 years in leadership positions in the Department of Defense provided me valuable experience in teamwork with diverse demographic groups. I have worked with virtually everyone from the most junior Sailors, Soldiers, Airmen, and Marines to the U.S. Ambassadors to Japan and Korea, State Department personnel, and Presidential staffs. I've been part of FEMA relief efforts, international Search and Rescue operations, and multi-billion dollar budgeting decisions. But, more important has been my time residing abroad, and observing how other cities, states, and countries conduct their daily business. Why does one location have a problem with trash collection and another does not? How come schools in one area seem to produce superior students? A lifetime of comparisons uniquely qualifies me to bring new ideas and innovative approaches to problems. These past 20 plus years I have been working with city officials on such topics as noise abatement, facilities construction, and land-swaps as a representative of the federal government. The time for me to lend my talents to local government is here.

Community involvement: I have spent most of my volunteer time with youth sports. I am an active supporter of the Steelclaw Wrestling Club. I help with tournament preparation and annual fund raisers and coaching.

I am also an Assistant Coach for the Sedro-Woolley Youth Football League, as well as an active board member and Equipment Director for the over 200 children that play for Sedro-Woolley teams.

1. Why are you interested in serving city council?

The country faces difficult times and those difficulties have reached down to every level of government; they perhaps affect the smaller towns like ours the most. I have been impressed by the way our current city council has “stayed in their lane” and attended to the less glamorous but more important aspects. For example, the sewer upgrades that few people even remember going in or the procurement of new fire fighting equipment and station or the many street improvements.

My friends in Burlington often wonder aloud, “Why Sedro-Woolley runs so much more efficiently than their town. I want to be part of this; to help keep the momentum going of a well-run, small, efficient, non-intrusive city government.

I do not pretend that there is not room for improvement. We can improve, but that is what local government is all about. I want to be part of a “winning team”, to add my ideas and input to the process of continually improving our community.

2. If appointed what is your top objective as a member of City Council?

As “the new guy”, I do not see myself as having any particularly ambitious “new” agendas right away. I think working with the other council members to help us remain frugal during the economic down turn is a priority; helping to find efficient processes that conserve our city’s limited budget.

Secondly, we need to figure out ways (if there are any) to help local businesses remain in business and to encourage new ones to take the place of those which have closed their doors. I know there are limits to what public government can do assist private businesses, but both our fates are linked. As I walk around town, I am depressed by the number of empty buildings and closed businesses. Good communication and coordination with our Chamber of Commerce and other pro-business organizations is one of my objectives.

3. What experience would you bring to City Council and why is it needed at this time?

The experience and skills that I bring to City Council would be an asset at any time, not just “at this time.” I have over 20 years of people management, leadership, and diplomacy. I have been a part of governing bodies on literally dozens of small (Sedro-Woolley sized) communities. We call them bases, but they are really just small towns like ours. Sometimes they run well and sometimes not-so-well. I have lived in the worlds largest cities; Tokyo, Seoul; and small out-of-the-way places like Sicily, Italy and Okinawa, Japan. In these places, we lived, worked and sent our children to school. We learned a lot about culture and working with people from all types of backgrounds. In foreign countries, we had to adjust to new ways of doing things. And guess what; sometimes those places have good ideas.

I also have years of background handling large (sometimes BILLION dollar) projects. I understand budgeting and project management. I have worked with many teams to pull projects together and keep them alive during tight funding times. In short, I think I fit the description of a home-town-boy, with world wide experience; I am close enough to understand the character of our town and our citizens, but have had the opportunity of a wider, international view.

November 23, 2010

Mayor Mike Anderson
325 Metcalf Street
Sedro-Woolley Wa 98284

Dear Mayor Anderson:

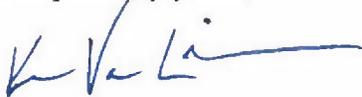
It is with extreme interest that I'm submitting this letter of interest for the vacant City Council seat for Ward 4. I am writing to let you and the current council know of my desire to serve out the remaining term of Pat Colgan on the city council. I am very interested in being a part of the decision making process for the city of Sedro-Woolley by serving on the city council.

My top objective if appointed to the council would be to ensure that Sedro-Woolley continues to be fiscally responsible with the citizen's funds, while at the same time maintaining a safe and desirable place for people to live and visit; I have a strong desire to maintain Sedro-Woolley's small town neighborhoods as well as it's small town feel while at the same time encouraging meaningful growth in the Downtown business section.

I believe I would bring a vast array of experience to the council; for the past 22 years I've worked for Skagit County government in juvenile justice, which is a part of the superior court. I have participated on numerous inter-agency collaboration projects, grants, and boards to help bring programs and revenue to Skagit County. I've served as a council member for two church councils, currently serving with His Place Church in Burlington. I believe that I am an excellent communicator, listener, collaborator, and have the flexibility when required to serve in this position.

Thank you for your time and consideration.

Respectfully yours,



Ken Van Liew
638 Jameson St
Sedro-Woolley Wa
98284
360 630-3444 (cell)

11/30/2010

The Honorable Mike Anderson
Mayor of Sedro-Woolley

Dear Mr. Mayor,

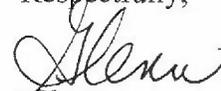
My name is Glenn Allen and I am a registered voter in the 4th Ward of Sedro-Woolley. At this time I would like to be considered by you and the Council to complete the term of Mr. Colgan due to his relocation

With the difficult times we are facing in both the private and public sectors, I feel the prior experience I've had on the S.-W. Council and 12 years as a Port of Skagit commissioner will allow a smooth transition to the current council, hopefully negating the necessity in having to "reinvent the wheel". Institutional knowledge of city business can be of great benefit for the position. Being born and raised here, raising my children here and having grandchildren soon to attend our schools, I want to be assured they continue to have a great community to grow and prosper in. I feel at the present I have the time, energy and experience to address the issues at hand and make proper and prudent decisions. Having had a business in town along with being involved in youth activities, service clubs and knowing the concerns of neighbors and friends also give me insights to what the residents expect and deem important.

Surviving the economic challenges we face is one of my central concerns. I feel we must continue to balance the budget and live within our means. We must keep separating the wants and wishes from the realities of budget restraints. I feel we must provide top-notch vital services while keeping the tax burden on our citizens as low as possible. Only by listening to our contingents can we really know what their expectations are for those they put in the position of authority. This community has been through many highs and economically over the years, yet we always seem to rebound and grow after the turmoil runs its course. It can and will happen again!

If appointed, I will to the best of my ability work to insure that Sedro-Woolley is a safe community to work and live in. I will draw on my experience in past decision making and community involvement to make thoughtful and articulate recommendations and votes for the betterment of all. I have worked with people of all social statuses and will try to represent each and every one of them.

Respectfully,


Glenn

Josh Williams
402 Nelson Street
Sedro-Woolley, WA 98284
November 30, 2010

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

Dear Mayor Anderson:

My interest in serving on the City Council stems from my life-long residency and the chance to become the voice and representative for the residents of Ward 4. I would like to be part of the growth and development of our area while also bringing new ideas and resources into resolving any upcoming issues that may arise. The challenge to serve this great city and its people, while learning from other community leaders, is an opportunity I feel I must pursue.

If appointed to the City Council, my top objective would be to serve the residents in Ward 4 by working as a whole with the council as a team member to do what is best for the City of Sedro-Woolley.

While living in Sedro-Woolley, I have had the chance to build relationships with residents all around the community which enables people to gain trust and appreciation in what I have to offer. I have also served on fundraising boards at Skagit Valley College and learned through my experience to listen to the people that you serve and always treat everyone with the upmost respect. My hard work and dedication is what the city can rely on from me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Williams', written over a horizontal line.

Josh Williams

321 Fidalgo St.
Sedro-Woolley, WA 98284
kip.jacob@gmail.com
855-0948

December 1, 2010

Mayor Mike Anderson
325 Metcalf St.
Sedro-Woolley, WA 98284

Dear Mayor Anderson,

My name is Kip Jacob. I have lived in the heart of Ward 4 on Fidalgo St. and worked in Sedro-Woolley for the past 22 years. I would like to be considered for the Ward 4 representative position. While not born and raised in Sedro-Woolley I am proud to be a Sedro-Woollian and raise my family here.

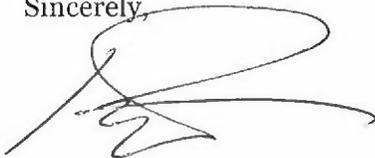
I am interested in serving on the City Council for two primary reasons. First, to give voice to and represent the interest of all the residents of Ward 4 from Dunlop to State, from Third to Township. Second, simply to serve in a positive way the town I care for and have made my home in. I desire to contribute in some small way to the improving quality of life of my adopted hometown.

My top objective would be to represent the interest of Ward 4. I will work hard to come up to speed on city business and learn the nuts and bolts of the position and city government.

I have worked a variety of technical position at Rothenbuhler Engineering over the past 21 years. The main skill set I will bring to the City Council has developed as I've worked in technical customer service over those years. The skills of listening and working with the customer (sometimes; actually most of the time, initially unhappy) to resolve problems. I work with yearly capital budget, hiring, and department management.

I am by nature and circumstance thrifty and frugal; traits which may be of value as the city faces what I imagine are lean times as we work through the current financial situation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kippert J. Jacob'. The signature is fluid and cursive, with a large loop at the top and a long horizontal stroke at the bottom.

Kippert J. Jacob

CITY OF SEDRO-WOOLLEY
RECEIVED ON
DEC 02 2010
Time: 4:20 PM
Initials: JB

December 2, 2010

Jerry Timblin
612 Fidalgo St.
Sedro-Woolley, WA 98284
360-420-8878
timblinj@hotmail.com

Re: Ward 4 City Council Position

Dear Mayor Mike Anderson,

I see Sedro-Woolley as a town with much positive potential, and as a City Council member I would be able to help guide our town toward its future. I also believe giving something back to my community is very important, and it would give me a chance to help make Sedro-Woolley a better place in which to live and raise my family. Lastly, I am looking for an opportunity to put my leadership abilities to productive use, and the experience gained from serving on the council would benefit me and my family, while I would be an asset to the Council.

It is important for a City Council member to go into the community and discover (and address) the concerns of people living there. He should approach the position with humility, while his desires and goals should take a back seat to the needs and wants of his constituents. I would accomplish this by participating in as many activities in the town as possible and talking to people. I also plan to go door-to-door once every few weeks and introduce myself to my neighbors in the ward. I would talk to them about concerns or needs the Council could address, and bring them in for consideration.

I have been a public-school teacher for the last 11 years, working as a substitute teacher since moving to Sedro-Woolley three years ago. I also was employed by the US Census Bureau over much of the spring and summer this year, which gave me a chance to meet many community members. While working for the Census Bureau, I applied my leadership skills to managing other Census Bureau employees. I serve on the executive board of two local non-profit organizations as well. At this time, the Council needs someone who will listen to his employers (the residents of the ward), put his own feelings and ego aside, and will do his best to bring their needs to the Council. In addition, it needs a person with a common sense approach to life, an open mind, and a positive attitude. I would bring all of these attributes to the City Council.

Thank you very much for considering my letter of application for the open City Council member position in Ward 4. I look forward to future conversations, interviewing opportunities, and the opportunity to represent my ward on the City Council.

Sincerely,

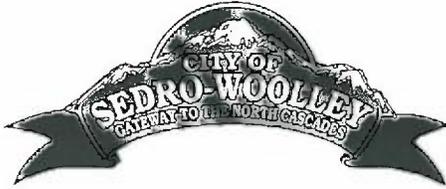


Jerry Timblin

PUBLIC
HEARING(S)

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 08 2010



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Comcast Franchise Agreement
DATE: December 8, 2010

ISSUE: Should the Council approve the attached ordinance which authorizes the Mayor and Finance Director to sign the Franchise Agreement with Comcast of Washington IV, Inc.?

BACKGROUND: *This is a follow-up item to your November 10 and November 23 meetings.* The City's current franchise with Comcast expired one year ago. We have been engaged in negotiations over the new agreement since that time. There are a number of changes between the agreements (both the old and the draft new agreement are attached for your review) and a summary of some of the more significant changes follows:

	<u>Proposed Agreement</u>	<u>Current Agreement</u>
1. Term:	Five years with a renewal	10 years
2. Franchise Fee:	5%	limited by federal law
3. EG Channel:	\$.24/subscriber/month	n/a
4. Insurance:	\$2,000,000.00 coverage	unchanged

There are a number of other changes between the agreements including more detail on public works projects and coordination, addressing defaults and competitive equity. Much of this franchise is based on federal law and much is based on a Comcast standard agreement. It appears to me that this agreement will address our needs and allows Comcast to continue to occupy the public rights of way to deliver cable TV services to the community.

RECOMMENDATION: Following a public hearing: Motion to adopt the attached ordinance which authorizes the Mayor and Finance Director to sign the Franchise Agreement with Comcast of Washington IV, Inc.

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH COMCAST OF WASHINGTON IV, INC, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CABLE SYSTEM IN SEDRO-WOOLLEY

Whereas, RCW 35A.47.040 authorizes code cities to grant franchises for the operation of cable systems within the city's rights-of-way; and

Whereas, Title 7.12 SWMC details the City's requirements for cable franchises, and

Whereas, the City Council held a public hearing on December 8, 2010 to take testimony regarding this ordinance, and

Whereas, the City Council reviewed the franchise agreement at its regular meeting on November 10, 2010 and discussed it again at its regular meeting on November 23, 2010; and

Whereas, the City Council desires to grant a franchise to Comcast of Washington IV, Inc., for the operation, construction and maintenance of a cable system in the City's rights-of-way; Now therefore,

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

Section 1. The Mayor and Finance Director are authorized to sign the attached franchise agreement between the City of Sedro-Woolley and Comcast of Washington IV, Inc.

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

Section 5. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

Passed and approved this ___ day of December, 2010.

MIKE ANDERSON, MAYOR

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

FRANCHISE

Between

SEDRO-WOOLLEY, WASHINGTON

And

COMCAST OF WASHINGTON IV, INC.

Franchise

This Franchise (hereinafter, the “Franchise”) is between City of Sedro-Woolley (hereinafter, “City”) and Comcast of Washington IV, Inc. (hereinafter, “Grantee”).

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

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COMCAST FRANCHISE

SECTION 1 - Definition of Terms

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), unless otherwise defined herein.

1.1. “Basic” or “Basic Service” means cable service as defined by the FCC as basic service tier.

1.2. “Cable Service(s)” shall mean (1) the one-way transmission to Subscriber/Customers of (a) video programming, or (b) other programming service, and (2) Subscriber/Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.3. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided within the Franchise Area.

1.4. “Customer” means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee’s express permission.

1.5. “Effective Date” means the date on which all persons necessary to sign this Franchise in order for it to be binding on both parties have executed this Franchise as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.6. “FCC” means the Federal Communications Commission, or successor governmental entity thereto.

1.7. “Franchise” shall mean this document and any amendments or modifications hereto.

1.8. “Franchise Area” means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.9. “City” means City of Sedro-Woolley or the lawful successor, transferee, designee, or assignee thereof.

1.10. “Grantee” shall mean Comcast of Washington IV, Inc.

1.11. “Gross Revenue” means the revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not

COMCAST FRANCHISE

limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.12. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the City.

1.13. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

COMCAST FRANCHISE

SECTION 2 - Grant of Authority

2.1. Grant The City hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2. Police Powers. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Grantor. Nothing in this ordinance awarding a franchise in accordance herewith shall be construed as an abrogation by the City of any of its lawful police powers.

2.3. Term of Franchise. The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be for five (5) years from the effective date of this Franchise, then at any time during the three (3) year Franchise renewal period, Grantee may request an extension of the Franchise for an additional five (5) years, unless extended or terminated sooner as hereinafter provided.

2.4. Effective Date. The effective date of this Franchise shall be the date of Grantees signed acceptance following the adoption of this Franchise by the City, unless Grantee fails to file with the City an unconditional written acceptance of this Franchise and post the security required hereunder within one-hundred twenty (120) days of the date of adoption of this Franchise by the City's City Council, in which event this Franchise shall be voidable at the option of the City, and any and all rights of Grantee to own or operate a Cable System within the Franchise Area under this Franchise may be terminated.

2.5. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.6. Reservation of Authority. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

COMCAST FRANCHISE

2.7. Competitive Equity.

2.7.1. The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; Access Channel and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the City which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Grantee.

2.7.2. In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City Code requires the applicant to mail, via certified or registered mail, a copy of the approved ordinance to existing providers prior to applicant's acceptance.

2.7.3. In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to the Grantee's petition.

2.8 Conditions of Sale.

2.8.1 If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Grantor lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

2.8.2 The Grantee and the Grantor agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms

COMCAST FRANCHISE

of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Grantor, the Grantee and the Grantor may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Grantor or the Grantee.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment shall be maintained in good and safe condition. The location of all facilities, poles, conduits, cables, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be approved by the City of Sedro-Woolley and shall be located so as to minimize interference with the designated use of the Public Ways at the time of Cable System facilities installation. If the facilities, poles, conduits, cables and equipment will be installed along a substandard or under developed roadway then the location shall conform to the approved road standard for the designated use of the Public Way.

3.2. Conditions on Occupancy of Public Ways.

3.2.1. Relocation at request of City. Upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of Grantee's Cable System within the Public Ways when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by City, City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Public Ways, City shall make a reasonable effort to provide Grantee with an alternate location within the Public Ways. If public funds are available to any Person using such Public Ways for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of the Grantee make application for such funds on behalf of the Grantee.

3.2.2. Temporary Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance of the movement of its wires or cables; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

COMCAST FRANCHISE

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Ways.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth interfering with, damaging, or restricting access to, any of its Cable System facilities in the Public Ways. Any planned tree trimming must be coordinated in advance with the City Public Works Department to ensure that designated Heritage Trees and Street Trees are being properly addressed and evaluated by arborist if required by the City. All such trimming and arborist evaluation if required shall be at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. New Construction or Relocation. All new construction of Cable Systems by the Grantee shall be placed underground per Sedro-Woolley Municipal Code; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment. The location of all ground mounted facilities shall be coordinated in advance with the City Public Works Department via the Right of Way construction permitting process.

3.2.6.1 In the event of a City Public Works project that requires conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, or sidewalk installation. Grantee agrees to bear the costs of converting Grantee's cable system from an overhead system to an underground system as follows:

A. Utility Trench and Vault/Pedestal Engineering -- To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete cable system related engineering coordination with the other utilities involved in the project.

B. Conduit and Vaults/Pedestals Placement -- Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench as follows:

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1. If the City contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the City or its contractor, Grantee shall have the option to hire their own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.
3. If Grantee chooses option (2), the City and its contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantee's conduits and vaults/pedestals in the supplied joint trench.

C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench or for work performed outside the City's project scope. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in item B above.

3.2.6.2 In the event of a Local Improvement District (LID) project that is sponsored by the City and which requires relocation of Grantees facilities, Grantee shall not be reimbursed by the LID funding for all expenses incurred as a result of the project. In the event of a Local Improvement District (LID) project that requires relocation of Grantees facilities, Grantee shall be reimbursed by the LID funding for all expenses incurred as a result of the project. The intent of this section is to provide funding for Grantee for those LID projects which are citizen driven and primarily for aesthetic purposes while requiring Grantee to relocate at its own expense as part of a City sponsored LID.

3.2.6.3 The Grantee shall, upon reasonable prior written request of any Person, relocate its wires or cables underground; provided (i) the Grantee may impose a charge for all time and material costs associated with the project on any Person for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) Grantee is granted a permit for such work by the City.

3.2.6.4 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for the all time and material costs associated with the conditioned underground conversion of cable facilities. The City shall not be liable for time and material costs related to requirements on subdivisions or planned unit developments. Grantee and/or its authorized contractor are the only agent allowed to complete the reconnection aspects of the conversion.

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3.2.6.5 Unless otherwise directed by the City, Grantee shall install anchors and guys necessary to support the additional strain imposed on any Pole by attachment of the Equipment. If The City installs or replaces guys and/or anchors to support the additional strain imposed by attachment of the Equipment, Grantee shall reimburse the City on demand for the entire cost incurred by the City for such installation or replacement (including, but not limited to the cost of installing or transferring guys to such anchors).

3.3. Cable System Mapping: Within 60 days of the date of execution of this agreement and upon request thereafter the Grantee shall provide in a digital format, a map of those basic portions of the cable system that are located within the public right of way. The format of the data shall be suitable for overlaying on the Grantor's GIS mapping system which uses NAD 83 as the horizontal datum. The data shall indicate overhead cables and underground cables.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least sixty (60) dwelling units per underground trench mile. Subject to the density requirement, Grantee shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within one-hundred twenty five (125) aerial feet of the Grantee's aerial distribution cable, or within sixty (60) underground trench feet of either aerial or underground distribution facilities.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to the Grantee are satisfied. Grantee shall not however be required to continue service to a customer who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

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4.4. New Developments. The City will provide the Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of its normal process of notifying utility providers. The Grantee shall be responsible for engineering and deployment of labor applicable to its installation of cable facilities within the development and the developer shall be responsible for the digging and backfilling of all trenches. For conversion of cable facilities as part of the street improvement condition(s), see Section 3.2.6.4 “New Construction and Relocation.”

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 - Fees and Charges to Customers

5.1. Rates, Fees, Charges and Deposits All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service

6.1. Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC’s rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

6.4. Customer Survey. Upon request, and within ninety 90 days, Grantee shall conduct a survey of the customer’s views regarding adequacy of Grantee’s services within the City. City may request said survey one time during the initial 5 year term of the Franchise, and again in the second 5 year term in the event the Franchise is extended as provided for herein. Grantee shall provide a copy of the survey to the City for their use

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in determining grantee's compliance with the Franchise and future cable related needs and interests.

SECTION 7 Oversight, Regulation and Fees

7.1. Franchise Fee. The Grantee shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Utility Tax. The City reserves the right to enact a utility tax upon the Gross Revenues of the Grantee to the extent permitted by state and federal law.

7.3. Late Charges and Interest: In the event any payment due quarterly is not received within thirty (30) days from the end of the preceding quarter, Grantee shall pay interest on the amount due at the prime rate as listed in the Wall Street Journal on the date the payment was due, compounded daily, until the date the City receives the payment. Payment of such late charge shall in no event excuse or cure any default under or breach of this Agreement by Grantee.

7.4. Franchise Fee Audit.

7.4.1. Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the City's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the City receives such payment, after which period any such payment shall be considered final.

7.4.2. Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section (7.2), the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," either party may bring an action to have the disputed amount determined by a court of law.

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7.4.3. Any “Finally Settled Amount(s)” due to the City as a result of such audit shall be paid to the City by the Grantee within forty-five (45) days from the date the parties agree upon the “Finally Settled Amount.” Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee’s books and records.

7.4.4 In the event of the “Finally Settled Amount(s)” being an overpayment by Grantee, the City shall have the option of reimbursing Grantee within forty-five (45) days or of requesting in writing within forty-five (45) days that Grantee withhold fifty percent (50%) of each future Franchise Fee payment until such time as said overpayment is recovered and thereafter remitting the full amounts to the City.

7.5. Oversight of Franchise. In accordance with applicable law, the City shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee’s employee, periodically inspect the construction, operation and maintenance of the Cable System in the Public Ways, as necessary to monitor Grantee’s compliance with the provisions of this Franchise.

7.6. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC’s rules.

7.7. Maintenance of Books, Records, and Files.

7.7.1. Books and Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee’s books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee’s compliance with the provisions of this Franchise at the Grantee’s business office, during normal business hours, and without unreasonably interfering with Grantee’s business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years.

7.7.2. File for Public Inspection. Throughout the term of this Franchise, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC’s rules and regulations.

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7.7.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee and clearly designated "Proprietary" as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request so Grantee has time to oppose such request if it so chooses.

SECTION 8 – Transfer or Change of Control

8.1. Transfer of Change of Control Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the City certificates of insurance designating the City as additional insured and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) for bodily injury or death to any one person, and Two Million Dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise

9.2. Indemnification. By acceptance of this franchise and the rights and privileges thereby granted, the Grantee covenants and agrees with the City for itself, its successors and assigns, to at all time, defend, indemnify and hold harmless the City, its officers, officials, employees and duly authorized agents from any and all claims, actions, suits, liability, loss, cost, expenses or damages of every kind or description which may accrue to or be suffered by any person or persons or property, and to appear and defend at its own cost and expense, any action instituted or begun against the City for damages by reason of any act(s) or omission(s) of the Grantee, its successors or assigns, exercising any privilege conferred by this Franchise; provided, however, that in the event any such claim, action, suit or demand be presented to or filed with the City or any court having jurisdiction, the City shall notify Grantee thereof, and the Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or

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demand, or to defend the claim at its sole cost and expense, by attorneys of its own decision; providing that the Grantee shall not be liable for acts and omissions caused by the sole negligence of the City.

SECTION 10 - System Description and Complimentary Service

10.1. System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming to its customers in the Franchise Area.

10.2. Service to School Buildings. Upon request and as a voluntary initiative, in participation with the "Cable In the Classroom" program the Grantee may provide free Cable Service and free installation (within the installation guidelines described in Section 4.1 of this Franchise) at one outlet to each State accredited public and private K-12 school, not including "home schools," or incarceration facilities, located in the Franchise Area. In the event that there is another wireline service provider (or providers) providing Cable Service within the City, the decision of which service provider will provide the complimentary service shall be decided on a case by case basis in an effort to maintain equitable burdens on each provider.

10.3. Service to Governmental and Institutional Facilities. As a voluntary initiative the Grantee upon request may provide free "Basic" tier Cable Service and free installation (within the installation guidelines described in Section 4.1 of this Franchise) at one outlet to each municipal building and institutional facility located in the Franchise Area. Additional outlets or services will be installed by Grantee at the normal non-discriminatory commercial rate and billed for on a monthly basis at the normal commercial rate as determined by the Grantee's commercial accounts guidelines. "Municipal buildings" are those buildings owned or leased and occupied by the City for government administrative purposes. "Institutional Facilities" are libraries, police stations (not including incarceration facilities) and fire stations but shall not include buildings or sites owned by City such as storage facilities, golf courses, utility offices or other facilities not used for administrative purposes, or those buildings owned by the City but leased to third parties at which government administrative employees are not regularly stationed. In instances wherein the City is leasing and occupying the building, the City shall be responsible for acquiring any necessary right of entry agreement and paying any associated fees that may be required by the building's owner. The Cable Service provided shall not be used for commercial purposes. The intent of the preceding provision is to ensure availability of local news, weather, and government programming for the benefit of the City administrative staff. For new hookups, the Grantee shall not provide an outlet to such buildings where a non-standard installation (as described in Section 4.1 above) is required, unless the City or building owner/occupant agrees to pay the fully allocated cost of any necessary Cable System extension and/or non-standard installation. If additional outlets of Cable Service or additional services are provided to such buildings beyond those defined herein, the building owner/occupant shall pay the fully allocated costs associated with installation and the service fees, if any, associated therewith. In the event that there is another wireline service provider (or providers) providing Cable Service within the City, the decision of which service provider will provide the complimentary service shall be decided on a case by case basis in an effort to maintain equitable burdens on each provider.

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SECTION 11 - Educational and Governmental Access

11.1. E.G. Channel Throughout the term hereof, Grantee shall make available, for the City's use, one (1) Education and Government ("EG") Access Channel for EG programming purposes. The provision of the Access Channel via digital or compressed video technology will not reduce or increase the total number of Access Channels required herein. Upon request and within 180 days, Grantee shall provide a link to one City origination site for transport of City EG programming to Grantee facilities for distribution.

11.2 Capital Contribution for EG Equipment. The Sedro-Woolley City Council, by appropriate action, may initiate and or adjust the monthly capital contribution up to the maximum amount of twenty-five cents (\$.25) per Subscriber per month, provided that such increase or decrease may occur no more often than annually, and shall be effective upon the provision of ninety (90) days notice to the Grantee. The Capital Contribution amount shall be paid quarterly, in conjunction with the Franchise fee schedule. The City agrees that all amounts paid by the Grantee as the Capital Contribution may be added to the price of Cable Services and collected from Subscribers as "external costs," as such term is used in 47 C.F.R. §76.922(f) on the date of this Franchise. In addition, all amounts paid as the Capital Contribution may be separately stated on Subscribers' bills as permitted in 47 C.F.R. §76.985, and shall be characterized as a "EG Fee," or language substantially similar thereto. Grantee shall not be responsible for paying the Capital Contributions with respect to gratis or bad debt accounts. The City shall have discretion to allocate the Capital Contributions in accordance with applicable law, provided that the City submits a summary of capital expenditures from the Capital Contributions to Grantee within sixty (60) days of the end of each calendar year.

11.3. Channel Location The Franchisee specifically reserves the right to make or change channel assignments in its sole discretion.

SECTION 12 - Enforcement and Termination of Franchise

12.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

12.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the

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steps being taken and the projected date that they will be completed, which shall be no more than one hundred eighty (180) days from the receipt of the City's written notice without the agreement of the City.

12.3. Public Hearings. In the event the Grantee fails to respond to the City's notice or in the event that the alleged default is not remedied as required under Section 12.2, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City Council that is scheduled at a time that is no less than ten (10) business days therefrom. The City shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

12.4. Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the City may:

12.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

12.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

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12.5. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

12.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

12.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

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13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Finance Director

To the Grantee:

Comcast of Washington IV, Inc.
15815 25th Ave. W.
Lynnwood, WA 98087
Attn: Government Affairs Dept.

with a copy to:

Comcast Cable Communications, Inc.
1525 75th St. S.W.
Everett, WA 98203
Attn.: Government Affairs Dept.

13.3. Entire Franchise. This Franchise, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise shall be deemed to be executed in the State of Washington, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Washington, as applicable to contracts entered into and performed entirely within the State.

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13.6. Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

13.8. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, either Grantor or Grantee may have under Federal or state law unless such waiver is expressly stated herein.

13.9. Counterparts. This Franchise Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

COMCAST FRANCHISE

IN WITNESS WHEREOF, this Franchise has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Attest:

City:

By: _____

Name:

Title:

Attest:

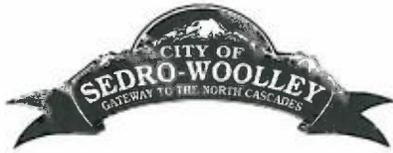
Comcast of Washington IV, Inc.

By: _____

Name:

Title:

NEW
BUSINESS



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 08 2010

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

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director/ Building Official

Date: December 8, 2010

Subject: Proposed modification to *Use restrictions* in the Central Business District (CBD)

ISSUE

Should the Council modify SWMC 17.24.010 to designate where quasi-public uses may be located within the Central Business District?

PROJECT DESCRIPTION / HISTORY

The Mayor and Planning Department received comments from citizens/commercial property owners, questioning whether quasi-public uses are appropriate in the core shopping district and that quasi-public uses do not contribute to the retail climate of the downtown area and may actually hinder existing and future businesses.

Their opinions are supported by the Washington State Main Street Program. The topic of non-retail businesses in a city's business core area was discussed and discouraged at the *2010 Annual Downtown Revitalization Training Institute*, which was attended by members of the Sedro-Woolley Chamber of Commerce and the City Planning Director.

The Sedro-Woolley Planning Commission held an Open Record Public Hearing on August 17, 2010 to gather public testimony on the subject of requiring Conditional Use approval for quasi-public uses when located along portions of Metcalf Street. No members of the public commented on the proposed change.

The planning commission unanimously recommended adoption of the attached modifications to the municipal code.

EXHIBIT A: Proposed ordinance to modify SWMC 17.24.010

RECOMMENDED ACTIONS

Make a motion to adopt ordinance _____ to modify SWMC 17.24.010 as attached to designate where quasi-public uses may be located within the Central Business District.

ORDINANCE NO. _____

AN ORDINANCE MODIFYING SWMC 17.24.010, REQUIRING CONDITIONAL USE APPROVAL FOR QUASI-PUBLIC USES IN CERTAIN AREAS OF THE CENTRAL BUSINESS DISTRICT

WHEREAS, the city received inquiries from citizens and commercial property owners regarding appropriateness of various allowed uses in the Central Business District, including quasi-public uses; and

WHEREAS, the Sedro-Woolley Planning Commission held an Open Record Public Hearing on August 17, 2010 to gather public testimony on the subject of requiring Conditional Use approval for quasi-public uses when located along portions of Metcalf Street; and

WHEREAS, the planning commission unanimously recommended to adopt the attached modifications to the municipal code; and

WHEREAS, a SEPA environmental checklist was reviewed and a DNS was issued on November 12, 2010; and

WHEREAS, pursuant to RCW 36.70A.106, a 60-day notice of intent to adopt a development regulation was sent to the Washington State Department of Commerce; and

WHEREAS, the City Council finds the proposed amendments to the SWMC to be consistent with and implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

Section 1. Sedro-Woolley Municipal Code 17.24.010(A)(5) shall be modified as follows:

5. Quasi-public uses, provided that quasi-public uses are not permitted along Metcalf Street between Warner Street and Moore Street (SR20) without approval as a Conditional Use;

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

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

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2010, and signed in authentication of its passage this _____ day of _____, 2010.

Mike Anderson, Mayor

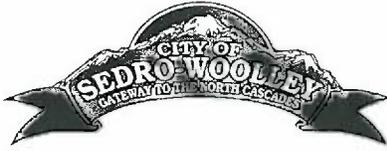
Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

Published:



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 08 2010

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

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

MEMO:

To: City Council
Mayor Anderson

From: Jack Moore 
Planning Director/ Building Official

Date: December 8, 2010

Subject: Proposed modification to Zoning Code to regulate the use of shipping containers

ISSUE

Should the City modify SWMC 17.04.030 and add a new section 17.44.070 to regulate the use of shipping containers in Sedro-Woolley?

PROJECT DESCRIPTION / HISTORY

Several shipping containers are placed on residential and commercial property throughout the City, generating numerous complaints at the City. In order to address the citizen complaints, as well as protect the safety and well-being of the community, the Planning Department has proposed revisions to the Zoning Code to restrict the use of shipping containers.

The Planning Commission held an open record public hearing on August 17, 2010 to hear and consider written and public testimony concerning the proposed updates to Title 17 SWMC, regarding new restrictions on shipping containers.

The Planning Commission recommends approval of the attached ordinance.

EXHIBITS

A. Proposed Ordinance

RECOMMENDED ACTION

Make a motion to approve Ordinance ____ to amend SWMC 17.04.030 and add a new section 17.44.070 to regulate the use of shipping containers.

ORDINANCE NO. _____

AN ORDINANCE MODIFYING THE SEDRO-WOOLLEY MUNICIPAL CODE TO REGULATE THE USE OF STORAGE CONTAINERS WITHIN CITY LIMITS

WHEREAS, Several shipping containers are placed on residential and commercial property throughout the City, generating numerous complaints at the City; and

WHEREAS, to address the citizen complaints, as well as protect the safety and well-being of the community, the attached revisions to the Zoning Code are proposed to restrict the use of shipping containers; and

WHEREAS, the Sedro-Woolley Planning Commission conducted a Open Public Hearing on August 17, 2010, with appropriate public notice provided; and

WHEREAS, the Planning Commission recommends approval of the proposed amendments to Title 17 SWMC; and

WHEREAS, the proposed amendments, in accordance with State Environmental Policy Act (SEPA) requirements, was reviewed for potential environmental impacts and a determination of non-significance was issued by the lead agency on November 12, 2010; and

WHEREAS, the City Council finds the proposed amendments to the SWMC contained in Sections 1 through 2 to be consistent with and to implement the intent of the Sedro-Woolley Comprehensive Plan; and

WHEREAS, the City Council has concluded that it is in the best interest of the public health, safety and welfare to adopt this ordinance;

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance;

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

Section 1. Sedro-Woolley Municipal Code 17.04.030 is amended to include the following additional definitions:

“Storage Container” means any and all land/sea shipping containers or similar structures.

Section 2. SWMC 17.44.070 shall be added to Chapter 17.44 SWMC as follows:

17.44.070 – Shipping Containers

Shipping Containers placed on any site shall comply with the provisions of this chapter.

Exception: Portable moving containers/moving pods placed on private property for no more than 30 days in any 12 month period shall not be regulated by this chapter.

A. Residential zones

Shipping Containers are not allowed in Residential zones (Residential-5, Residential-7 or Residential-15). A Temporary Permit for a Shipping Container may be obtained per Chapter 17.64 SWMC for containers used ancillary to a project with a valid residential building permit. A Temporary Permit may allow placement of a container at a residential building site for up to 180 days for temporary storage after the building permit is issued. The Temporary Permit cannot be extended.

B. Industrial zone

1. Shipping Containers are allowed in the in Industrial zone provided that the use is in conformance with current permitted zoning uses. Placement of a shipping container for permanent or semi-permanent use shall require a building permit and shall have an engineered foundation and meet all other codes for placement on the property.

2. Shipping Containers are not allowed on industrially zoned properties on which the primary use is a non-conforming residential use unless a Temporary Permit is obtained per Chapter 17.64 SWMC.

C. Mixed Commercial zone and Central Business District

1. Shipping Containers are allowed in the in Mixed Commercial zone and Central Business District provided said containers:

a. Are screened with sight obscuring fencing or landscaping approved by the Planning Department; and

b. Are being used as a Shipping Container and that all applicable Department of Transportation (DOT) licenses for the containers are active and valid. The City may require proof of active DOT licenses; and

c. Are not permanently installed.

2. Shipping Containers are not allowed in the Central Business District or Mixed Commercial zone when the primary use is a non-conforming residential use. A Temporary Permit for a Shipping Container may be obtained per Chapter 17.64 SWMC for containers used ancillary to a project with a valid building permit. A Temporary Permit may allow placement of a container at a building site for up to 180 days for temporary storage after the building permit is issued. The Temporary Permit cannot be extended.

D. Shipping Containers are allowed on construction sites in the Central Business District, Mixed Commercial and Industrial zones where there is an active building permit if ancillary to a project with a valid commercial building permit. A Temporary Permit may allow placement of a container at a commercial building site for up to one year for temporary storage after the building permit is issued. The temporary placement permit may be extended up to an additional 180 days by the Building Official.

F. Look-alike Shipping Container "buildings" or metal buildings marketed as "containers" or "portable storage units" are regulated as Shipping Containers to which this section shall apply.

G. Placing a Shipping Container on a City street or right-of-way is not allowed.

Section 3. This ordinance shall be effective five (5) days after passage and publication as provided by law.

Section 4. The provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held invalid or unconstitutional or if the application of this ordinance to any person or circumstances shall be

held invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clause or phrases of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2010, and signed in authentication of its passage this _____ day of _____, 2010.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

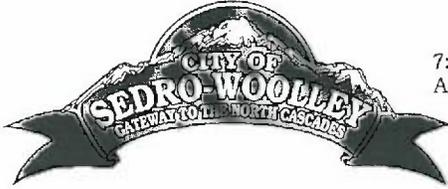
Eron Berg, City Attorney

Published:

COMMITTEE
REPORTS
AND
REPORTS
FROM
OFFICERS

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 08 2010



7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 11

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

Eron M. Berg
City Supervisor/City Attorney

MEMO TO: City Council
FROM: Eron Berg
RE: Fire Station 2 Update
FOR MEETING ON: December 8, 2010

PROJECT STATUS: Final interior work is being completed in anticipation of the project punch list which is currently scheduled to be created on Friday the 10th. Paving on SR 9 occurred on the 1st with additional paving scheduled for the 6th and later in the week. Landscaping is nearing completion with irrigation tested on the 2nd and planting to begin on the 3rd. We believe that the project remains on or ahead of schedule and is progressing well.

ISSUES: None tonight.

PENDING ISSUES:

1. Design team oversights – no new update available at this time.

CHANGE ORDER PROPOSALS:

No.	Description	Amount	Approval
1	Over excavation due to site conditions	withdrawn	n/a
2	Add waterline components missing from plans	\$26,207.00	Council 7-14
3	Bore utilities under SR 9 (design team error)	\$40,336.00	Council 7-14
4	Missed switches from electrical plan	\$ 526.00	EB 9-2
5	Added cost to pour plinth missing from plans	withdrawn	n/a
6	Central exhaust system design conflicts	\$ 981.00	EB 9-16
7	Keypad door openers (design team missed)	\$ 2,491.00	EB 9-2

8	Revise furnace F-2 and F-3	withdrawn	n/a
9	Add 10' steel casing for waterline	\$ 4,235.00	EB 10/14
10	Add conduit for EOC radios (1 st owner change)	\$ 1,073.00	EB 9-30
11	Cost for gas meter relocate and piping per CNG	\$ 3,335.00	EB 9-30
12	Additional conduit for Frontier	\$ 2,353.00	EB 10/14
13	Added cast in pace curb	withdrawn	n/a
14	P-Lam at mob sink	withdrawn	n/a
15	Relocate air lines in truck bays to correct location	\$ 1,282.00	EB 12/2
16	Additional gravel on SR 9 per engineering	\$ 387.00	EB 12/2

CONTRACT CHANGE ORDERS:

Change Order 1 was approved by the City Council on July 28th. Due to its size, it exceeded my authority. Change Order 2 was approved on October 28th, it is a compilation of 7 individual changes approved under my limited change order authority.

No.	Description	Amount	Approval
1	CP-02r.3 & CP-03r.1	\$66,543.00	Council 7-28
2	CP-4, 6r.2, 7, 9, 10r.2, 11r.1, and 12	\$14,994.00	EB 10-28
	The original contract sum is:	\$1,348,300.00	
	CO#1 is:	\$ 66,543.00	
	CO#2 is:	\$ 14,994.00	
	The new contract total is:	\$1,429,837.00	

REQUESTS FOR ACTION: None tonight.

NOT
AGENDA
ITEMS