



Next Ord: 1750-12
Next Res: 870-12

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

September 12, 2012

7:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

1. Call to Order
2. Pledge of Allegiance
3. Consent CalendarPages 1 - 52

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

- a. Approval of Agenda
- b. Minutes from Previous Meeting (Including September 5, 2012 Work Session)
- c. Finance
 - Claim Checks #75120 to #75224 in the amount of \$202,247.11.
 - Payroll Checks #53825 to #53935 in the amount of \$258,411.15.
- d. Resolution 869-12 appointing members to the Lodging Tax Advisory Committee
- e. Interlocal Cooperative Agreement with Skagit County for Library Services - 2012
- f. Amendment 2 to the Interlocal Agreement dated 10/18/2011 with Skagit County Conservation District - NPDES Phase II Stormwater Permit WAR-04-5555
- g. Supplemental Agreement 1 - Professional Services Agreement No. 202-PS-14 for Design Phase Services for the SR20/Cook Road Realignment and Extension Project - David Evans & Associates, Inc.
4. Public Comment (Limited to 3-5 minutes)

PUBLIC HEARING

5. Black Rock Franchise Ordinance (2nd reading).....Pages 55 - 94

NEW BUSINESS

6. Selection of Alternate for Community Action Agency Board (*no materials*)

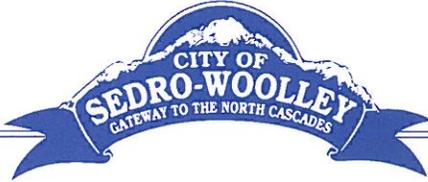
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

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

SEP 12 2012

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



DATE: September 12, 2012
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 September 12, 2012 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Kevin Loy
___ Ward 2 Councilmember Tony Splane
___ Ward 3 Councilmember Thomas Storrs
___ Ward 4 Councilmember Keith Wagoner
___ Ward 5 Councilmember Hugh Galbraith
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Brett Sandström

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

SEP 12 2012

CITY OF SEDRO-WOOLLEY

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 316

Regular Meeting of the City Council
August 22, 2012 – 7:00 P.M. –City Hall Council Chambers

ROLL CALL: Present: Mayor Pro Tem Tom Storrs; Councilmembers: Kevin Loy, Tony Splane, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Engineer Freiburger, Acting Planning Director Coleman, Fire Chief Klinger and Police Lt. Tucker.

The Meeting was called to order at 7:00 P.M. by Mayor Pro Tem Storrs.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
 - Claim Checks #75031 to #75119 in the amount of \$152,318.87
 - Payroll Checks #53711 to #53824 in the amount of \$193,780.50
- Guardian Security Contract Renewal
- Proposed Interlocal Cooperative Agreement Between Skagit County and the City of Sedro-Woolley RE Brickyard Creek Annual Maintenance Work Reimbursement
- Proposed Interlocal Agreement between the City of Sedro Woolley and Skagit Transit RE SR-Cook Road Realignment and Extension Project

Councilmember Splane questioned the reference of a map for Item E.

Engineer Freiburger apologized for the oversight of the map not being in the packet and explained the boundaries.

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

Memorial Park Restroom Update

Nathan Salseina of the Parks Department presented a slide show presentation documenting the construction of the new restrooms at Memorial Park. He noted that the staff is extremely proud of the project.

Public Comment

Phil Fusselman – 712 Sterling St., addressed the Council to thank the Street and Engineering departments for the job well done on the extension on Jameson St. He spoke of having pride in the community and addressed several areas where there are junk vehicles and places where people don't seem to have the same pride. He provided pictures of several areas of concern and questioned who is responsible for the enforcement of such cases.

Councilmember Wagoner noted the specific areas he was addressing were in his Council ward and took note of the addresses for follow up.

Police Lt. Tucker stated the police department does handle junk vehicles but they do not patrol for them. They do, however, act on situations when they are brought to their attention.

Fusselman requested some effort be put into getting some resolve.

UNFINISHED BUSINESS

Transportation Grant Approval and Match Commitments

- REVISED – FY2010 Safe Routes to Schools
- NEW – 2012 WSDOT Pedestrian and Bicycle Safety Program, FY2012 Safe Routes to Schools or FY 2014 TIB Urban Sidewalk Program
- NEW – Safe Routes to Schools: WSDOT Pedestrian and Bicycle Safety Program
- Transportation Improvement Board 2014 Urban Arterial Program Gants; CERB 2012 Community Revitalization Grant Program Phase 1; Freight Mobility Strategic Investment Board 2012 Call for Project
- Transportation Improvement Board 2014 Urban Sidewalk Program Grant
- Transportation Improvement Board 2014 Urban Expanded Preservation Program Grant

Engineer Freiburger reviewed the list of grant approval and match commitments. He noted they have been very busy submitting grant applications with four to be submitted on Friday. The requested action will memorialize the grants and match commitments that have been authorized by Council. Freiburger reviewed some of the proposed projects for sidewalks in various locations. He referred to the funding sources within the Council memo and stated they are trying to pursue every source of funding available.

Council discussion ensued regarding Jameson, including the long range goal of Jameson.

Philip Murray – 223 State Street, addressed the Council regarding areas within town that have no sidewalks, specifically along Ferry Street from Herbs Chevron to Food Pavilion and on State Street from the market to the Library. Murray encouraged addressing sidewalks on the main streets within the town before other areas.

Mayor Pro Tem Storrs reviewed the City's effort of trying to fill in the areas of town with no sidewalks and new construction sidewalk requirements.

Councilmember Sandström moved to authorize staff to apply for and confirm the grants identified within the memo and to commit the local match dollars identified in this memo. Seconded by Councilmember Wagoner.

Councilmember Loy questioned the over extension of funds and the process if all grants were awarded.

Engineer Freiburger noted after the grant awards are made the agreements would come back before Council and they would have the opportunity to decline or find the funds from within the budget.

Motion carried (7-0).

NEW BUSINESS

Blackrock Franchise

Mayor Pro Tem Storrs briefly introduced the proposed franchise agreement memo. He noted that Blackrock is a communications company that is requesting renewal of their franchise agreement and are looking for a 10 year agreement with a 5% franchise fee. Storrs noted this is a first read only.

Councilmember Loy requested more information about the company, the franchise fee and a definition of “EG Channel”. He also requested the information be provided in paper format.

Envision Skagit 2060 Draft Resolution

Acting Planning Director Coleman reviewed the draft resolution regarding Envision Skagit 2060. Coleman noted that the resolution reflects the progress of the Envision project and outlines the actions that SCOG will and will not pursue as part of the project.

SCOG has requested input from each of the jurisdictions involved in the Envision project. The Council may:

1. support the draft SCOG resolution on the Envision Skagit 2060 process and recommendations
2. support the draft resolution with amendments; or
3. not support the draft resolution.

Council discussion ensued regarding whether the plan would place more restrictions on businesses trying to develop within the County, being an additional layer of bureaucracy, project funded by an EPA grant, and items already covered within the Growth Management Act. Further discussion ensued regarding the original document.

Acting Planning Director Coleman noted the Planning Department has no opinion on the matter and is asking for Council direction.

Councilmember Galbraith moved to table the topic. Seconded by Councilmember Wagoner. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Police Lt. Tucker – reported the sale of a couple of seized vehicles through the online public surplus with two more vehicles to be sold in September. Tucker noted that the funds go into the drug enforcement fund. He also reported on a couple of code enforcement issues being worked on in the 200 block of Laurel Dr. and the 1000 block of Cook Rd. Tucker reported on some speed enforcement being conducted on Fruitdale Road.

Fire Chief Klinger – reported on some complaints regarding a broken hydrant at the corner of Railroad and Jameson. He noted they have been waiting for the case to go through the court system and the case has just concluded. A restitution hearing is coming up in October however; it is believed due to a jail sentence to be fulfilled that restitution will not happen soon. Chief Klinger said he would bring something back to Council in the near future. Chief Klinger also noted that they are conducting their live burn practices should anyone want to come watch.

Police Chief Tucker addressed the locking of playgrounds and noted just recently the handicap ramps were destroyed. He commented that this has been a continual battle.

Acting Planning Director Coleman – addressed the Memorial Park restroom and said they are still brainstorming for a solutions to avoid misconduct in the restrooms with them being tied up for long lengths of time. He also reported on the Planning Commission meeting for the Shoreline Management Update.

Engineer Freiburger – reported being busy with grant applications and overseeing the contractor doing street overlays. He reported on the overlay schedule with Metcalf Street to be in mid September.

Councilmember Sandström – thanked Brent Frisbee in the Solid Waste Department who brought a garbage truck to the Family Jubilee held recently to show the kids. He also addressed a resident complaint on the Third Street “resident only” parking enforcement.

Councilmember Lemley – reported on the upcoming Founders Day events on September 8th and 9th.

Councilmember Galbraith – addressed an e-mail received from Wireless Access who is interested in meeting with Chief Klinger on the wireless data devices. Klinger noted that all the devices are installed and the bid process was done with other area departments. Galbraith also questioned a neighbor burning cardboard and whether there is any progress on the Cascade Middle School break in.

Councilmember Wagoner – announced the Ribbon Cutting ceremony to be held Friday at 6:00 P.M. for the Denny Engberg Memorial Field.

Councilmember Splane – reported the Seagrave is close to be completed. It cannot be started in the museum building and he requested some help in moving it out in order to start it. Splane was directed to let Fire Chief Klinger know when the truck needs to be moved and the Firefighters will provide some muscle.

Councilmember Loy – reported that he recently went on a tour of the Skagit County Jail. He also questioned if there had been any comments received on the outdoor dining.

It was noted that the Chamber is collecting all comments but the city has not received any comments since the last meeting.

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

The meeting adjourned at 8:12 P.M.

SEP 12 2012

CITY OF SEDRO-WOOLLEY

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

Joint Council and Planning Commission Worksession
September 5, 2012 – 7:00 P.M. – Public Safety Training Room

The worksession was called to order at 7:00 P.M. by Mayor Mike Anderson.

Flag Salute

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Planning Commission: Rick Judd, Stephanie Lokkobo, Jim Johnson, Eric Johnson and Pat Huggins. Staff: City Supervisor/Attorney Berg. Finance Director Nelson, Acting Planning Director Coleman and Engineer Freiberger.

Shoreline Management Plan Update

- Acting Planning Director Coleman explained the state mandate for updating the 1997 plan, using a state grant of \$40,000 over three years, and the portion of the Skagit River which borders the City and the floodway with the City. The majority of the affected property is City owned. After the plan is completed, it will come to the council for approval with the Department of Ecology having the final approval. The city's critical area ordinance covers wetlands within the floodplain which are within the City limits.

Envision Skagit 2060

- Acting Planning Director Coleman reviewed the Skagit vision process. SCOG prepared a draft resolution and a regional work plan for review by cities, towns, tribes, etc. Discussion followed.

Councilmember Galbraith moved to instruct the Mayor to vote no on accepting the SCOG resolution on Envision Skagit 2060. Councilmember Wagoner seconded. Motion carried (7-0).

Bingham Park Master Plan Update

- Engineer Freiberger explained the plan recommended by the Parks Advisory Board for Bingham Park in connection with the SR20/Cook Road Realignment Project. He reviewed traffic flow and funding requests for the project, noting that service groups will be approached to fund the purchase of the new playground equipment and BMX track revision.

Miscellaneous

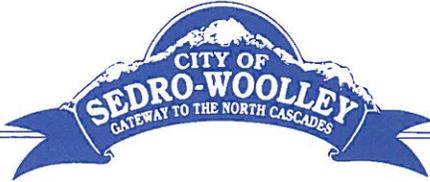
- Mayor Anderson announced that due to a family emergency, he is unable to attend the Founder's Day festivities to give the speech honoring the Stendal Family as well as awarding trophies at the Car Show and requested a Councilmember to fill in.
- All present were invited to the Senior lunch next week at Riverfront Park.
- The Planning Commission is working on changing the UGA, adding some land and deleting other parcels.

There being no further business the worksession adjourned at 8:36 P.M.

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 12 2012

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



DATE: September 12, 2012
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 September 12, 2012.

Motion to approve Claim Checks #75120 to #75224 in the amount of \$202,247.11.

Motion to approve Payroll Checks #53825 to #53935 in the amount of \$258,411.15.

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

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75120	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	480.00
		MISC-FILING FEES/LIEN EXP	SAN	384.00
		WARRANT TOTAL		864.00
75121	A-1 MOBILE LOCK & KEY	INFORMANT INFORMATION		178.53
		OPERATING SUPPLIES	SAN	366.80
		WARRANT TOTAL		545.33
75122	ACE INDUSTRIAL SUPPLY, INC.	MAINTENANCE OF LINES	SWR	362.48
		WARRANT TOTAL		362.48
75123	ALPINE PRODUCTS INC	REPAIR/MAINT-STREETS	ST	973.08
		WARRANT TOTAL		973.08
75124	ALPINE FIRE & SAFETY	SUPPLIES	FIN	45.82
		SUPPLIES/BOOKS	PLN	8.01
		SUPPLIES	ENG	8.01
		OFFICE/OPERATING SUPPLIES	PD	32.50
		OPERATING SUPPLIES	PD	85.14
		OFF/OPER SUPPS & BOOKS	INSP	8.00
		WARRANT TOTAL		187.48
75125	APEX TOWING	PROFESSIONAL SERVICES	PD	221.01
		WARRANT TOTAL		221.01
75126	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	10.98
		MISC-LAUNDRY	ST	5.60
		MISC-LAUNDRY	ST	10.98
		LAUNDRY	SWR	31.59
		LAUNDRY	SWR	12.74
		LAUNDRY	SWR	31.59
		WARRANT TOTAL		103.48
75127	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	62.93
		AUTO FUEL	PD	1,432.92
		AUTO FUEL/DIESEL	FD	681.12
		AUTO FUEL/DIESEL	PK	39.20
		AUTO FUEL/DIESEL	PK	39.58
		AUTO FUEL/DIESEL	PK	240.18
		AUTO FUEL/DIESEL	CEM	248.68
		AUTO FUEL/DIESEL	ST	62.70
		AUTO FUEL/DIESEL	ST	368.96
		AUTO FUEL/DIESEL	ST	340.49
		AUTO FUEL/DIESEL	ST	619.26
		AUTO FUEL/DIESEL	ST	118.89
		AUTO FUEL/DIESEL	SWR	97.97
		AUTO FUEL/DIESEL	SWR	68.83
		AUTO FUEL/DIESEL	SWR	121.30
		AUTO FUEL/DIESEL	SWR	148.55
		AUTO FUEL/DIESEL	SAN	1,870.11
		AUTO FUEL/DIESEL	SAN	2,416.43
		AUTO FUEL/DIESEL	SAN	98.86

WARRANT	VENDOR NAME	DESCRIPTION	AMOUNT
		WARRANT TOTAL	9,076.96
75128	AT & T	TELEPHONE	EXE .54
		TELEPHONE	FIN 12.84
		TELEPHONE	LGL 3.22
		TELEPHONE	IT .54
		TELEPHONE	PLN 4.28
		TELEPHONE	ENG 17.13
		TELEPHONE	PD 38.54
		TELEPHONE	FD 6.42
		TELEPHONE	INSP 2.14
		TELEPHONE	LIB 3.22
		TELEPHONE	SWR 14.98
		TELEPHONE	SAN 3.22
		WARRANT TOTAL	107.07
75129	BARNETT IMPLEMENT CO. INC	SMALL TOOLS & MINOR EQUIP	PK 137.63
		SMALL TOOLS & MINOR EQUIP	PK 94.53
		SMALL TOOLS & MINOR EQUIP	PK 143.74
		REPAIR/MAINTENANCE-EQUIP	ST 101.39
		REPAIR/MAINTENANCE-EQUIP	ST 1.82
		WARRANT TOTAL	479.11
75130	BAY CITY SUPPLY	OPERATING SUP - CITY HALL	PK 126.33
		OPERATING SUPPLIES	SWR 296.60
		WARRANT TOTAL	422.93
75131	BICKNELL, JUSTIN	EMPLOYEE WELLNESS	ENG 60.00
		WARRANT TOTAL	60.00
75132	BIOSCIENCE, INC.	MAINTENANCE OF LINES	SWR 1,725.00
		WARRANT TOTAL	1,725.00
75133	BLUNT, TAMARA	UNIFORMS/ACCESSORIES	PD 16.21
		WARRANT TOTAL	16.21
75134	BOULDER PARK, INC	SOLIDS HANDLING	SWR 5,556.93
		WARRANT TOTAL	5,556.93
75135	BOSTEC INC.	MACHINERY & EQUIPMENT	PD 198.46
		WARRANT TOTAL	198.46
75136	CARL'S TOWING INC.	PROFESSIONAL SERVICES	PD 191.51
		WARRANT TOTAL	191.51
75137	CITIES INSURANCE ASSOC.	PROF SVC-PROSECUTING ATTY	LGL 1,000.00
		INSURANCE	PK 1,000.00
		WARRANT TOTAL	2,000.00
75138	COLLINS OFFICE SUPPLY, INC	SUPPLIES	FIN 47.59
		SUPPLIES/BOOKS	PLN 4.14
		SUPPLIES	ENG 4.14

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OFFICE/OPERATING SUPPLIES	PD	28.11
		OFFICE/OPERATING SUPPLIES	PD	24.88
		WARRANT TOTAL		108.86
75139	COMCAST	INTERNET SERVICES	IT	111.90
		WARRANT TOTAL		111.90
75140	CONCRETE NOR'WEST, INC.	OPERATING SUPPLIES	ST	401.42
		WARRANT TOTAL		401.42
75141	CORRECTIONAL INDUSTRIES	PROFES. SVCS. REIMBURSE	ENG	5.78
		PROFES. SVCS. REIMBURSE	ENG	14.85
		WARRANT TOTAL		20.63
75142	HSBC BUSINESS SOLUTIONS	SENIOR CRIME WATCH	EXE	162.13
		EMPLOYEE WELLNESS	EXE	99.07
		OFFICE/OPERATING SUPPLIES	PD	45.20
		OPERATING SUPPLIES	SAN	20.38
		WARRANT TOTAL		326.78
75143	COUNTRYSIDE SERVICE, LLC	MAINTENANCE OF VEHICLES	SWR	21.63
		WARRANT TOTAL		21.63
75144	DAHL ELECTRIC INC.	MAINT OF PUMPING EQUIP	SWR	589.83
		MT VIEW PS INS REPLACE	SWR	6,726.27
		WARRANT TOTAL		7,316.10
75145	DAVID EVANS & ASSOC INC	ENG-SR20/COOK REALIGNMENT	ART	78,252.71
		PROFESSIONAL SERVICES		4,785.21
		WARRANT TOTAL		83,037.92
75146	DAY WIRELESS SYSTEMS INC	MACHINERY & EQUIPMENT	PD	158.41
		WARRANT TOTAL		158.41
75147	DMCMA - KELLY MARTIN	TUITION/REGISTRATION	JUD	25.00
		WARRANT TOTAL		25.00
75148	E & E LUMBER	MACHINERY & EQUIPMENT	PD	2.91
		OPERATING SUP - BINGHAM PARK		6.48
		SMALL TOOLS & MINOR EQUIP	PK	15.14
		REPAIRS/MT-RIVERFRONT	PK	14.60
		REPAIRS/MT-RV PARK	PK	17.95
		REPAIR/MT-SENIOR CENTER	PK	4.37
		REPAIR/MT-METCALF BALL PARK	PK	3.78
		REPAIR/MT-METCALF BALL PARK	PK	3.78-
		REPAIR/MT-METCALF BALL PARK	PK	13.53
		ENHANCEMENT PROJECT	PK	57.89
		OPERATING SUPPLIES	ST	8.63
		SMALL TOOLS/MINOR EQUIP	ST	7.29
		OPERATING SUPPLIES	SWR	6.81
		OPERATING SUPPLIES	SWR	30.57
		OPERATING SUPPLIES	SWR	9.95

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		OPERATING SUPPLIES	SAN	9.50
		SMALL TOOLS & MINOR EQUIP	SAN	302.95
		WARRANT TOTAL		508.57
75149	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	1,345.00
		PROFESSIONAL SERVICES	SWR	35.00
		PROFESSIONAL SERVICES	SWR	37.00
		WARRANT TOTAL		1,417.00
75150	ENTERPRISE OFFICE SYSTEMS	OFFICE/OPERATING SUPPLIES	PD	35.25
		WARRANT TOTAL		35.25
75151	EMERGENCY MEDICAL PRODUCTS INC	OPERATING SUPPLIES	FD	453.45
		OPERATING SUPPLIES	FD	293.70
		WARRANT TOTAL		747.15
75152	FASTENAL COMPANY	REPAIRS/MAINT-BUILDING	SAN	276.42
		OPERATING SUPPLIES	SAN	247.73
		OPERATING SUPPLIES	SAN	25.43
		OPERATING SUPPLIES	SAN	104.39
		WARRANT TOTAL		653.97
75153	FRONTIER	TELEPHONE	PD	54.89
		TELEPHONE	PD	48.35
		TELEPHONE	FD	134.35
		TELEPHONE	PK	83.13
		PUBLIC UTILITIES-CITY HALL	PK	57.43
		PUBLIC UTILITIES-CITY HALL	PK	109.76
		TELEPHONE	CEM	63.37
		TELEPHONE	LIB	112.41
		TELEPHONE	SWR	213.69
		TELEPHONE	SAN	84.06
		WARRANT TOTAL		961.44
75154	GALE	LIBRARY INFO DATABASES	LIB	11.36
		WARRANT TOTAL		11.36
75155	GRAINGER PARTS	SMALL TOOLS & MINOR EQUIP	SWR	12.28
		WARRANT TOTAL		12.28
75156	GREAT AMERICA LEASING COR	REPAIR/MAINTENANCE-EQUIP	LIB	139.63
		WARRANT TOTAL		139.63
75157	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	27.75
		MAINTENANCE OF LINES	SWR	690.51
		WARRANT TOTAL		718.26
75158	HAYDEN, PATRICK	ASSOCIATE'S FEES	JUD	250.00
		WARRANT TOTAL		250.00
75159	HR DIRECT	OPERATING SUPPLIES	SWR	48.77
		WARRANT TOTAL		48.77

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75160	INGRAM LIBRARY SERVICES	COMMUNITY GRANT PROGRAMS	LIB	1,075.51
		BOOKS, PERIOD, RECORDS	LIB	7.40
		BOOKS, PERIOD, RECORDS	LIB	116.66
		BOOKS, PERIOD, RECORDS	LIB	13.38
		BOOKS, PERIOD, RECORDS	LIB	21.99
		BOOKS, PERIOD, RECORDS	LIB	23.76
		BOOKS, PERIOD, RECORDS	LIB	35.69
		BOOKS, PERIOD, RECORDS	LIB	16.09
		BOOKS, PERIOD, RECORDS	LIB	29.87
		BOOKS, PERIOD, RECORDS	LIB	41.04
		BOOKS, PERIOD, RECORDS	LIB	20.44
		BOOKS, PERIOD, RECORDS	LIB	14.66
		WARRANT TOTAL		1,416.49
75161	IWORQ SYSTEMS	MISC-DUES/SUBSCRIPTIONS	PK	400.00
		MISC-DUES/SUBSCRIPTIONS	ST	1,200.00
		MISC-DUES/SUBSCRIPTIONS	SWR	400.00
		MISC-DUES/SUBS & TUITN/REG SAN		400.00
		WARRANT TOTAL		2,400.00
75162	JJ'S CRUISERS	ADVERTISING	HOT	75.00
		WARRANT TOTAL		75.00
75163	KCDA PURCHASING COOPERATIVE	OFFICE/OPERATING SUPPLIES	PD	30.83
		OFFICE SUPPLIES	FD	30.83
		WARRANT TOTAL		61.66
75164	KESSELRING'S	MACHINERY & EQUIPMENT	PD	19.48
		WARRANT TOTAL		19.48
75165	LANGUAGE EXCH. INC. (THE)	LANGUAGE INTERPRETER	JUD	116.00
		WARRANT TOTAL		116.00
75166	LEGEND DATA SYSTEMS INC.	OPERATING SUPPLIES	FD	20.77
		WARRANT TOTAL		20.77
75167	MEASUREMENT SPECIALTIES INC.	MACHINERY/EQUIPMENT	SWR	778.06
		MACHINERY/EQUIPMENT	SWR	778.06
		MT VIEW PS INS REPLACE	SWR	778.46
		WARRANT TOTAL		2,334.58
75168	MARTIN MARIETTA MATERIALS	REPAIR/MAINT-STREETS	ST	352.76
		REPAIR/MAINT-STREETS	ST	621.57
		WARRANT TOTAL		974.33
75169	MICRO DATA	PRINTING/PUBLICATIONS	PD	371.46
		WARRANT TOTAL		371.46
75170	MOTOR TRUCKS, INC.	OPERATING SUPPLIES	SAN	15.15
		WARRANT TOTAL		15.15
75171	NATIONAL HOSE TESTING	REPAIRS/MAINT-EQUIP	FD	2,420.88

CITY OF SEDRO-WOOLLEY
 SORTED TRANSACTION WARRANT REGISTER
 09/12/2012 (Printed 09/06/2012 11:54)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		2,420.88
75172	NEWFIELDS	PROFESSIONAL SERVICES	SWR	1,400.00
		WARRANT TOTAL		1,400.00
75173	NEWMAN SIGNS INC	OPERATING SUPPLIES	ST	182.14
		OPERATING SUPPLIES	ST	1,408.52
		WARRANT TOTAL		1,590.66
75174	NORTH CASCADE FORD	REPAIR & MAINT - AUTO	PD	1,835.72
		WARRANT TOTAL		1,835.72
75175	OASYS	REPAIR/MAINTENANCE-EQUIP	LIB	123.34
		WARRANT TOTAL		123.34
75176	OFFICE DEPOT	REPAIR/MAINT-OFFICE EQUIP	PK	114.31
		REPAIR/MAINT-OFFICE EQUIP	PK	3.37
		WARRANT TOTAL		117.68
75177	OLIVER-HAMMER CLOTHES	SAFETY EQUIPMENT	SWR	20.56
		OPERATING SUPPLIES	SAN	151.46
		WARRANT TOTAL		172.02
75178	ORCA PACIFIC INC.	OP SUPPLIES-CHEMICALS	SWR	1,911.09
		WARRANT TOTAL		1,911.09
75179	OSBORNE, ROBERT	PROFESSIONAL SERVICES	INSP	450.00
		WARRANT TOTAL		450.00
75180	PETTY CASH	MEALS/TRAVEL	EXE	5.00
		PROFESSIONAL SERVICES	FD	21.00
		MEALS/TRAVEL	CEM	20.81
		TRAVEL	ST	17.19
		MISC-TUITION/REGISTRATION	SWR	27.75
		WARRANT TOTAL		91.75
75181	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	67.08
		TRAVEL	LIB	12.00
		WARRANT TOTAL		79.08
75182	PROQUEST	REPAIR/MAINT-COMPUTER	LIB	871.01
		WARRANT TOTAL		871.01
75183	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	20.50
		PUBLIC UTILITIES	FD	96.23
		UTILITIES-RIVERFRONT	PK	423.28
		UTILITIES-COMMUNITY CTR	PK	166.14
		UTILITIES-SENIOR CENTER	PK	400.23
		UTILITIES-TRAIN	PK	25.86
		UTILITIES-HAMMER SQUARE	PK	180.20
		UTILITIES-BINGHAM & MEMORIAL P		47.29
		UTILITIES - SHOP	PK	53.42

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		UTILITIES - SHOP	PK	10.30
		UTILITIES - OTHER	PK	10.26
		PUBLIC UTILITIES-CITY HALL	PK	2,343.08
		PUBLIC UTILITIES	CEM	49.26
		PUBLIC UTILITIES	ST	4.42
		PUBLIC UTILITIES	ST	67.77
		PUBLIC UTILITIES	ST	93.21
		PUBLIC UTILITIES	ST	282.00
		PUBLIC UTILITIES	LIB	356.16
		ADVERTISING	HOT	28.39
		REPAIRS AND MAINT		19.94
		PUBLIC UTILITIES	SWR	8,856.70
		PUBLIC UTILITIES	SAN	99.17
		PUBLIC UTILITIES	SWTR	65.06
		WARRANT TOTAL		13,698.87
75184	R & H MECHANICAL	MAINT OF GENERAL EQUIP	SWR	103.87
		MAINT OF GENERAL EQUIP	SWR	103.87
		WARRANT TOTAL		207.74
75185	RELIABLE (OFFICE SUPPLY)	OFFICE/OPERATING SUPPLIES	PD	183.99
		OFFICE/OPERATING SUPPLIES	PD	192.41
		WARRANT TOTAL		376.40
75186	RICK'S REFRIGERATION INC.	SOLID WASTE DISPOSAL	SAN	319.19
		WARRANT TOTAL		319.19
75187	RICOH USA, INC.	OFFICE/OPERATING SUPPLIES	PD	75.74
		REPAIRS & MAINTENANCE	PD	26.28
		EQUIPMENT LEASE	FD	26.28
		EQUIPMENT LEASE	FD	75.74
		WARRANT TOTAL		204.04
75188	RODDA PAINT CO.	MAINTENANCE OF BUILDINGS	SWR	293.22
		WARRANT TOTAL		293.22
75189	SALYER, DOUGLAS	RETIRED MEDICAL	PD	49.84
		WARRANT TOTAL		49.84
75190	SANDERSON SAFETY SUPPLY	SAFETY EQUIPMENT	SWR	165.56
		WARRANT TOTAL		165.56
75191	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	119.26
		WARRANT TOTAL		119.26
75192	SEDRO-WOOLLEY AUTO PARTS	REPAIRS/MAINT-EQUIP	FD	42.07
		REPAIR/MAINTENANCE-EQUIP	ST	17.91
		REPAIR/MAINTENANCE-EQUIP	ST	7.94
		OPERATING SUPPLIES	ST	5.10
		OPERATING SUPPLIES	SWR	68.17
		WARRANT TOTAL		141.19

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75193	SEDRO-WOOLLEY CHAMBER OF	CHAMBER OF COMMERCE	HOT	1,898.79
		CHAMBER OF COMMERCE	HOT	361.78
		WARRANT TOTAL		2,260.57
75194	SEDRO-WOOLLEY VETERINARY CARE	VETERINARY SERVICES	PD	35.58
		WARRANT TOTAL		35.58
75195	SEDRO-WOOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,599.50
		MISC-DUES	FD	870.00
		WARRANT TOTAL		12,469.50
75196	SEVEN SISTERS, INC.	ENHANCEMENT PROJECT	PK	67.96
		MT VIEW PS INS REPLACE	SWR	132.99
		WARRANT TOTAL		200.95
75197	SJOSTROM LAW OFFICE	MISC-FILING FEES/LIEN EXP	SWR	1,701.11
		MISC-FILING FEES/LIEN EXP	SAN	811.30
		OPERATING SUPPLIES	SWTR	104.69
		WARRANT TOTAL		2,617.10
75198	SKAGIT 911	CONTRACT SVS-CNTRL DISPATCH	FD	462.88
		WARRANT TOTAL		462.88
75199	SKAGIT COUNTY GOVERNMENT	PROFESSIONAL SERVICES	IT	593.42
		OPERATING LEASE-COMPUTER	PD	3,544.01
		WARRANT TOTAL		4,137.43
75200	SKAGIT CO. PUBLIC WORKS	REPAIR/MAINT-STREETS	ST	5,123.61
		WARRANT TOTAL		5,123.61
75201	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	138.51
		WARRANT TOTAL		138.51
75202	SKAGIT FARMERS SUPPLY	SMALL TOOLS/MINOR EQUIP	ST	50.84
		WARRANT TOTAL		50.84
75203	SKAGIT SURVEYORS &	PROFESSIONAL SERVICES	ENG	156.25
		WARRANT TOTAL		156.25
75204	SKAGIT PUBLISHING	ADVERTISING	PLN	60.00
		ADVERTISING	PLN	170.00
		WARRANT TOTAL		230.00
75205	SOUND OCEAN METAL FAB	MT VIEW PS INS REPLACE	SWR	875.88
		WARRANT TOTAL		875.88
75206	STAPLES BUSINESS ADVANTAGE	OFFICE/OPERATING SUPPLIES	PD	42.76
		OPERATING SUPPLIES	ST	57.13
		OPERATING SUPPLIES	ST	57.13
		OFFICE SUPPLIES	SWR	323.47
		WARRANT TOTAL		480.49

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
75207	SKAGIT REGIONAL CLINICS PHARMACY	RETIRED MEDICAL	PD	15.60
		RETIRED MEDICAL	PD	32.55
		RETIRED MEDICAL	PD	46.87
		RETIRED MEDICAL	PD	54.00
		WARRANT TOTAL		149.02
75208	STENDAL, HEIDI	TUITION/REGISTRATION	JUD	10.00
		WARRANT TOTAL		10.00
75209	TKE CORP	OPERATING SUP - CITY HALL	PK	740.48
		WARRANT TOTAL		740.48
75210	TREATMENT EQUIPMENT CO.	MAINT OF GENERAL EQUIP	SWR	1,277.39
		WARRANT TOTAL		1,277.39
75211	TRUE VALUE	OFFICE/OPERATING SUPPLIES	PD	5.18
		MACHINERY & EQUIPMENT	PD	5.40
		MACHINERY & EQUIPMENT	PD	30.82
		OPERATING SUPPLIES	FD	9.19
		REPAIR/MAINT-GARAGE	FD	4.10
		OPERATING SUP - RIVERFRONT	PK	24.88
		OPERATING SUP - RIVERFRONT	PK	4.64
		OPERATING SUP - PARKS SHOP	PK	37.83
		OPERATING SUP - CITY HALL	PK	38.93
		OPERATING SUP - LIBRARY	PK	43.56
		OPERATING SUP - BINGHAM PARK		8.05
		SMALL TOOLS & MINOR EQUIP	PK	43.27
		SMALL TOOLS & MINOR EQUIP	PK	10.82
		REPAIR/MAINT OFF LEASH DOG	PK	73.57
		SMALL TOOLS/MINOR EQUIP	ST	78.78
		CAP OUTLAY-GRANT FOR HHS	PKR	74.94
		CAP OUTLAY-GRANT FOR HHS	PKR	8.65
		OPERATING SUPPLIES	SWR	6.48
		OPERATING SUPPLIES	SWR	5.94
		OPERATING SUPPLIES	SWR	17.93
		OPERATING SUPPLIES	SWR	1.28
		OPERATING SUPPLIES	SWR	11.85
		OPERATING SUPPLIES	SWR	21.64
		OPERATING SUPPLIES	SWR	7.03
		WARRANT TOTAL		557.46
75212	UNIVAR USA INC	OP SUPPLIES-CHEMICALS	SWR	1,583.79
		WARRANT TOTAL		1,583.79
75213	USA BLUE BOOK	OPERATING SUPPLIES	SWR	142.25
		WARRANT TOTAL		142.25
75214	VOYA	BOOKS, PERIOD, RECORDS	LIB	114.00
		WARRANT TOTAL		114.00
75215	VERIZON WIRELESS	TELEPHONE	EXE	43.33
		TELEPHONE	FIN	45.51

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	LGL	44.77
		TELEPHONE	IT	43.33
		NEXTEL CELL PHONES		134.18
		TELEPHONE	PD	140.54
		TELEPHONE	PD	470.11
		TELEPHONE	PD	402.89
		TELEPHONE	FD	323.61
		TELEPHONE	FD	70.80
		TELEPHONE	PK	130.65
		TELEPHONE	CEM	38.99
		TELEPHONE	ST	77.98
		NEXTEL CELL PHONES		220.05
		NEXTEL CELL PHONES	SAN	138.81
		WARRANT TOTAL		2,325.55
75216	VOLUNTEERS OF AMERICA	VOLUNTEERS OF AMERICA	VOL	1,510.00
		WARRANT TOTAL		1,510.00
75217	WA STATE DEPT OF ECOLOGY	DOE DISCHARGE PERMIT	SWR	1,195.45
		WARRANT TOTAL		1,195.45
75218	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	108.00
		INTERGOV SVC-GUN PERMITS	PD	36.00
		WARRANT TOTAL		144.00
75219	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		7,942.86
		WARRANT TOTAL		7,942.86
75220	WATERCLEAR CO. INC. (THE)	SOLIDS HANDLING	SWR	409.31
		WARRANT TOTAL		409.31
75221	WOOD'S LOGGING SUPPLY INC	POSTAGE	PD	8.88
		MACHINERY & EQUIPMENT	PD	45.44
		POSTAGE	FD	7.50
		SMALL TOOLS & MINOR EQUIP	PK	77.89
		REPAIRS/MT-RV PARK	PK	16.66
		REPAIRS/MT-RV PARK	PK	16.21
		REPAIR/MAINTENANCE-EQUIP	ST	15.14
		OPERATING SUPPLIES	SAN	71.41
		WARRANT TOTAL		259.13
75222	VIGUS, DAN	SPACE/FACILITY RENT-RV PARKS		30.00
		WARRANT TOTAL		30.00
75223	JONES, WESLEY D.	SPACE/FACILITY RENT-RV PARKS		15.00
		WARRANT TOTAL		15.00
75224	BREEZY VALLEY RANCH	GEN BUSN LICENSES & PERMITS		35.00
		WARRANT TOTAL		35.00
		RUN TOTAL		202,247.11

FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	41,551.81
101	PARK FUND	7,759.61
102	CEMETERY FUND	421.11
103	STREET FUND	12,752.63
104	ARTERIAL STREET FUND	78,252.71
105	LIBRARY FUND	3,226.70
107	PARKS RESERVE FUND	66.29
108	STADIUM FUND	2,363.96
109	SPECIAL INVESTIGATION FUND	198.47
311	PARKS IMPACT FEE RESERVE FUND	4,785.21
401	SEWER FUND	42,482.09
412	SOLID WASTE FUND	8,216.77
425	STORMWATER	169.75
TOTAL		202,247.11

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
09/12/2012 (Printed 09/06/2012 11:54)

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DEPARTMENT	AMOUNT
001 000 000	7,977.86
001 000 012	401.00
001 000 013	310.07
001 000 014	151.76
001 000 015	1,186.50
001 000 017	749.19
001 000 018	62.93
001 000 019	246.43
001 000 020	400.34
001 000 021	10,360.03
001 000 022	17,735.56
001 000 024	460.14
001 000 062	1,510.00
FUND CURRENT EXPENSE FUND	41,551.81
101 000 000	45.00
101 000 076	7,714.61
FUND PARK FUND	7,759.61
102 000 036	421.11
FUND CEMETERY FUND	421.11
103 000 042	12,752.63
FUND STREET FUND	12,752.63
104 000 042	78,252.71
FUND ARTERIAL STREET FUND	78,252.71
105 000 072	3,226.70
FUND LIBRARY FUND	3,226.70
107 000 076	66.29
FUND PARKS RESERVE FUND	66.29
108 000 019	2,363.96
FUND STADIUM FUND	2,363.96
109 000 021	198.47
FUND SPECIAL INVESTIGATION FUND	198.47
311 000 000	4,785.21
FUND PARKS IMPACT FEE RESERVE FUND	4,785.21
401 000 035	42,482.09
FUND SEWER FUND	42,482.09
412 000 037	8,216.77
FUND SOLID WASTE FUND	8,216.77
425 000 039	169.75
FUND STORMWATER	169.75

CITY OF SEDRO-WOOLLEY
SORTED TRANSACTION WARRANT REGISTER
09/12/2012 (Printed 09/06/2012 11:54)

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VENDOR	VENDOR NAME	INVOICE NUMBER	REFERENCE	INVOICE DATE	DUE DATE	COMMENTS
	TOTAL		202,247.11			

SEP 12 2012

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

Resolution -12

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY APPOINTING
MEMBERS TO THE LODGING TAX ADVISORY COMMITTEE**

WHEREAS, the City of Sedro-Woolley currently levies a lodging tax pursuant to Chapter 67.28 RCW; and

WHEREAS, the State Legislature has passed SSB 5867, enacted as Chapter 452, Laws of 1997; and

WHEREAS, the City established a Lodging Tax Advisory Committee in September, 1997;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SEDRO-WOOLLEY AS FOLLOWS;**

The following persons are appointed to serve as members of the City of Sedro-Woolley Lodging Tax Advisory Committee:

Membership Category	Appointee
Elected Official of City of Sedro-Woolley	Hugh Galbreath
Representatives of businesses required to collect the tax	Kris Dodge Manager, Three Rivers Inn James Montgomery Skagit Motel
Persons involved in activities authorized to be funded:	Carolyn Freeman Sedro-Woolley Museum Jim Johnson Sedro-Woolley Farmers Market

This resolution shall take effect immediately upon passage.

PASSED by majority vote of the members of the Sedro-Woolley City Council
this 12th day of September, 2012.

Mike Anderson, Mayor

Attest:

Patsy Nelson, Finance Director

Approved as to form:

Eron Berg, City Attorney

SEP 12 2012

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

After Recording Return to:

**SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, SUITE 100
MOUNT VERNON, WA 98273**

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LIBRARY SERVICES**

This Interlocal Cooperative Agreement for Library Services is entered into between Skagit County, hereinafter referred to as the "County", and the City of Sedro-Woolley, hereinafter referred to as the "City" pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Non-residents are required to pay a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2012, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2012 the County will provide the City a total sum of \$ 7,588.00 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.

2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.
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 or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 6.1 The County's representative shall be the Budget and Finance Director.
 - 6.2 The City's representative shall be the Library Director.
6. 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 agree 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.
7. 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.
8. 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.
9. 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.
10. The term of this agreement is the date of execution through December 31, 2012.

IN WITNESS WHEREOF, the parties have signed this Agreement as of this _____ day of _____, 2012.

CITY OF SEDRO-WOOLLEY

Mike Anderson, Mayor

ATTEST:

Clerk, City of Sedro-Woolley

APPROVED AS TO FORM:

Attorney, City of Sedro-Woolley

DATED this ____ day of _____, 2012.

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

Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



SEDRO-WOOLLEY PUBLIC LIBRARY

PHONE: 855-1166

802 BALL AVENUE • SEDRO-WOOLLEY, WA 98284

Sedro-Woolley Public Library
802 Ball Street
Sedro-Woolley, WA 98284-2008

Invoice for 2012 Library Services:

To:

Skagit County Administrative Services
ATTN: Trisha Logue, Budget & Finance Director
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

For the provision of Public Library Services to the non-residents of the City of Sedro-Woolley, the assessed fee for 2012 is: \$7,588.

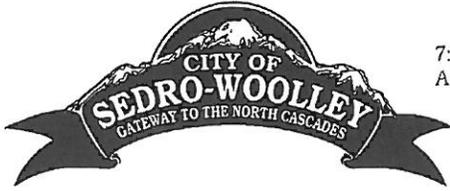
As mutually agreed to prior this invoice, the Sedro-Woolley Public Library will be using the above money, in its entirety, for the purchase of books and materials for our patrons.

Thank-you very much -

Debra Peterson, Library Director
Sedro-Woolley Public Library

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 12 2012



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

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-9933
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council
FROM: Mark A. Freiberger, PE
RE: **Amendment 2 to the Interlocal Agreement dated 10/18/2011 with Skagit County Conservation District Public Education & Involvement Project in support of the NPDES Phase II Stormwater Permit WAR-04-5555**
DATE: August 30, 2012 (for Council action September 12, 2012)

ISSUE: Should the Council authorize Mayor Anderson to sign the attached Amendment 2 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$2,860?

BACKGROUND:

The City entered into an Interlocal agreement with Skagit Conservation District on October 18, 2011 to provide public education and outreach efforts in conjunction with the other Skagit County agencies in support of our efforts to fulfill NPDES Stormwater Permit requirements. Task 1-2 Watershed Masters Volunteer Training totaling \$1,650, and Task 2-2 Resource Materials/Education for Local Schools totaling \$1,210 are key elements of our Public Education and Outreach requirements from the NPDES Stormwater Permit.

When the SCD Interlocal was negotiated, we anticipated a one year agreement expiring on 12/31/2012, with a one time charge for all tasks, including 1-2 and 2-2. The agreement was actually executed on October 18, 2011, with an expiration date of December 31, 2012. Tasks 1-2 and 2-2 however both follow a fall-spring cycle, with the Masters training taking place in the months of October – December, and the school training taking place September to June. As a result, these activities were completed early in 2012, and are scheduled to begin again prior to the expiration of the current agreement. A portion of the work was billed and paid in 2011, totaling \$1,377.30, and paid out of the 2011 budget.

SCD has requested an amendment to cover the cost of these two tasks for the current year. The Sedro-Woolley agreement is the only one of the participating agencies that is not a four year agreement. By us not participating in these tasks in 2012, this will increase the cost for the other agencies.

Staff did not anticipate this agreement covering more than one year of tasks, and did not budget for the additional cost. The city did however benefit from the completion of portions

of these tasks in 2011 and claimed credit in our NPDES Annual Report. We will need to do so again for the 2012 Annual Report, or provide alternate efforts acceptable to Ecology. Given our limited staff, we prefer to utilize the SCD services for this work.

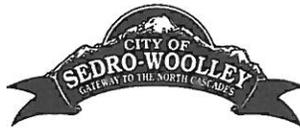
Amendment 2 to the Interlocal is attached.

ANALYSIS:

Amendment 2 totals \$2,860. Since a portion of the work was billed and paid in 2011, the actual budget impact is \$1,482.70. We have sufficient unused budget within our existing Account 425 Professional Services line item to cover this work, so that a budget amendment is not required. We also have \$50,000 in additional funds available from the extended Ecology Capacity Grant finalized in May 2012.

MOTION:

Move to authorize Mayor Anderson to sign the attached Amendment 2 to the Interlocal Agreement with Skagit County Conservation District for activities related to NPDES Permit compliance in the amount of \$2,860.



AMENDMENT NO. 2

To the INTERLOCAL COOPERATIVE AGREEMENT
Dated October 18, 2011
Between The City of Sedro-Woolley, Washington
And Skagit Conservation District

This Amendment revises the above contract as follows:

Section 4 – Manner of Payment is revised added to this agreement as follows:

4.3 The maximum funding to be provided by the City to the District pursuant to this Agreement is limited to a total amount not to exceed Thirteen Thousand Eight Hundred and Twenty-Three Dollars (\$13,823).

Exhibit A – Scope of Work and Schedule, Task 1-2 Watershed Masters Volunteer Training Program is revised as follows:

Total Cost 2011-2012: \$3,000
• Plus 10% Administrative Fee = \$3,300

Exhibit A – Scope of Work and Schedule, Task 2-2 Resource Materials/Education for Local Schools is revised as follows:

Total Cost 2011-2012: \$2,200
Plus 10% Administrative Fee = \$2,420
All other terms and conditions remain as per the original agreement.

Exhibit A – TOTAL COSTS 2011-2013 ALL TASKS **\$13,823**

DATED this 13th day of September, 2012.

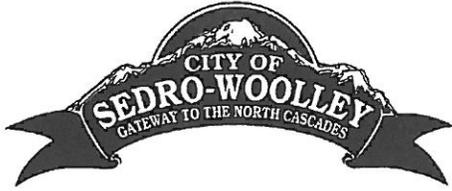
CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mike Anderson, Mayor

CONTRACTOR:

Skagit Conservation District

By: _____



CITY COUNCIL AGENDA
REGULAR MEETING

SEP 12 2012

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

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

Mark A. Freiberger, PE
Director of Public Works/City Engineer

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Supplemental Agreement 1
Professional Services Agreement No. 2012-PS-14 for
Design Phase Services for the SR20/Cook Road Realignment and
Extension Project**
David Evans & Associates, Inc.
DATE: September 5, 2012 (for Council action September 12, 2012)

ISSUE

Should Mayor Anderson execute the attached Supplemental Agreement 1 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide additional design phase engineering services for the SR20/Cook Road Realignment and Extension Project in the amount of \$14,501.00, subject to Certification Acceptance approval by WSDOT?

BACKGROUND/DISCUSSION

Attached is the proposed Supplemental Agreement 1 to Professional Services agreement 2012-PS-14. This supplemental agreement is for additional design phase services as requested by the city for the SR20/Cook Road Realignment and Extension Project. The specific added work is Work Element 8.5 Skagit Transit Bust Stop Design (to be paid under the pending Interlocal Agreement with Skagit Transit), Work Element 8.6 Bingham Park Master Plan (to be paid from City Current Expense Funds), and Work Element 8.7 Bingham Park Roadway Design (federal aid funding eligible). The Supplement also reduces the cost of the agreement by \$43,436 to reflect work completed under DEA's separate On-call Agreement 2012-PS-10.

The breakdown of the cost estimate is shown on Exhibit E-1 attached to the Supplemental Agreement. The work will be done on a cost not to exceed basis. The total for the supplement is \$14,501.

ANALYSIS

Estimated Cost

Updated Construction Cost including Contingency	\$4,213,595	
Design Phase Services per original agreement	\$ 669,889	
Supplemental Agreement 1	\$ 14,501	
Subtotal DEA Agreement 2012-PW-14	\$ 684,390	
DEA On-Call Agr 2012-PW-10 TO 2 Topo Survey	\$ 43,346	
Total DEA Design	\$ 727,736	17.3 % of CN
Estimated City Administration Design Phase	\$ 32,654	
Estimated WSDOT PE & Special Study	\$ 60,000	
Total Design Phase Budget	\$ 820,390	19.5% of CN
Estimated Construction Phase Services (future)	\$ 399,030	9.5% of CN
Estimated ROW Services, Mitigation & Administration	\$ 87,443	
Estimated value of ROW donations	\$ 818,682	
Total Project Budget	\$6,339,139	

Estimated Revenue	
STP(R) federal funds through SCOT	\$ 625,000
Local Match from the GMA Impact Fee Fund	\$ 132,138
WSDOT Special Study	\$ 40,000
Skagit Transit	\$ 11,782
Account 020 and 311 for Bingham Park MP	\$ 9,673
Subtotal Design Phase	\$ 818,593
Local Match from GMA Impact Fee Fund	\$ 32,862
City ROW Donation	\$ 109,468
WSDOT ROW Donation	\$ 540,000
SeaLand ROW Donation	\$ 169,214
Skagit Transit CN	\$ 17,234
TIB (application pending)	\$3,614,707
FMSIB (application pending)	\$ 980,682
CERB (\$500,000 application pending)	\$ 0
Other	\$ 56,378
TOTAL ANTICIPATED FUNDING	\$6,339,139

Construction Phase Funding is not secured at this point. We have submitted construction phase funding applications to TIB, CERB and FMSIB. Due to funding limitations with TIB, we phased the project in that application. The design phase and right of way donations will provide match for construction phase funding. No one funding source is sufficient for the project.

TIB limits use of their funding for the combination of Design Engineering (including special studies) and Construction Engineering to 30% of the Construction contract cost. The updated design budget remains within this parameter. This may change if only portions of the project are funded, as we have elected to design the entire project up front as we seek construction funding. The current construction estimate was prepared for the FY2014 TIB program. This represents an \$648,334 increase from the 2011 estimate prepared for the 2011 TIB program, mainly due to increases in asphalt prices and additions to the scope of work. There will no doubt be additional scope changes that will require additional design and construction management. These will be handled on a case by case basis.

MOTION:

Move to authorize Mayor Anderson to execute the attached Supplemental Agreement 1 to Professional Services Agreement No. 2012-PS-14 with David Evans & Associates, Inc. of Bellevue, WA to provide additional design phase engineering services for the SR20/Cook Road Realignment and Extension Project in the amount of \$14,501.00, subject to Certification Acceptance approval by WSDOT.

Supplemental Agreement Number 1 _____		Organization and Address David Evans and Associates, Inc. 415 - 118th Avenue SE Bellevue, WA 98005	
Original Agreement Number DEA Project # SDRO0000-0016		Phone: (425) 519-6500	
Project Number Federal Aid # STPUS-0020(172)		Execution Date 9/5/2012	Completion Date 6/30/2013
Project Title SR 20, Cook Road Realignment and Extension Project		New Maximum Amount Payable \$ 684,390.00	
Description of Work Supplement #1 adds design work for the Skagit Transit Bus Pullout, the Bingham Park Master Plan, and the Bingham Park Roadway Improvements design, and includes a survey budget adjustment.			

The Local Agency of the City of Sedro-Woolley
 desires to supplement the agreement entered into with David Evans and Associates, Inc.
 and executed on 6/8/2012 and identified as Agreement No. STPUS-0020(172)
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See the attached "Exhibit A-1" for the Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: There is no change to this section.

III

Section V, PAYMENT, shall be amended as follows:
See the attached "Exhibit E-1" for the fee estimate.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Evans and Associates, Inc. By: City of Sedro-Woolley By: Washington State Department of Transportation

_____ Consultant Signature	_____ Approving Authority Signature	_____ Certifying Authority Signature
_____ Date	_____ Date	_____ Date

Exhibit "A"

Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	169,642.00	12,073.00	181,715.00
Overhead (Including Payroll Additives)	297,095.00	21,144.00	318,239.00
Direct Non-Salary Costs	152,259.00	-22,338.00	129,921.00
Fixed Fee	50,893.00	3,622.00	54,515.00
Total	669,889.00	14,501.00	684,390.00

**EXHIBIT A-1
SCOPE OF WORK**

**City of Sedro-Woolley
SR 20, Cook Road Realignment and Extension Project
PS&E**

SUPPLEMENT NO. 1

Introduction

Supplement No. 1 modifies the original agreement dated June 8, 2012 with the following revisions.

WORK ELEMENT 8.0 PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

8.5 SKAGIT TRANSIT BUS STOP DESIGN (NEW SECTION)

70% PS&E

The CONSULTANT shall prepare the design to a 70% completion level for the Skagit Transit Bus Pullout to be located along the west side of the new Murrow Street from SR 20 to Cook Road Extension. The bus pullout shall accommodate at minimum of five busses (210 feet). Eight-foot-wide sidewalks shall be designed in the bus pullout area with concrete pads to accommodate two bus shelters (to be installed by Skagit Transit). The 70% design shall include the following elements prepared by the CONSULTANT:

- Roadway Plan/Profile (1 sheet)
- Typical Sections (1 sheet)
- Details (1 sheet)

Deliverables:

- 5 copies of the 70% Preliminary Design Plan Set (11"x17" at 1" = 40' scale)
- 5 copies of the 70% Contract Specifications
- 5 copies of the 70% Preliminary Construction Estimate

Assumptions:

- Skagit Transit to provide details for bus shelter footing.
- Skagit Transit to provide and install bus shelter.
- Skagit Transit to provide design standards for bus pullout.

90% PS&E

The CONSULTANT shall bring the design to a 90% completion level. The 70% review comments shall be responded to and incorporated as directed by the CITY Project Manager. The 90% design shall include the following elements prepared by the CONSULTANT:

- Roadway Plan/Profile (1 sheet)
- Typical Sections (1 sheet)
- Details (1 sheet)

Deliverables:

- 5 copies of the 90% Design Plan Set (11"x17" at 1" = 40' scale)
- 5 copies of the 90% Contract Specifications
- 5 copies of the 90% Construction Estimate

Assumptions:

- The 70% review comments will be compiled by the CITY into one document, and conflicting comments will be worked out by the CITY prior to submitting the comments to the CONSULTANT.

Final Contract Documents (100% Completion)

The CONSULTANT shall prepare the following in accordance with the CITY's/Skagit Transit's review comments from the 90% final design and coordination meeting, and in accordance with regulatory agency permit conditions:

- * Modifications and/or revisions in response to CITY/Skagit Transit review comments
- * Final design of project elements
- * Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated into the construction contract documents
- * Preparation of a final (100% completion) list of bid items and quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents

The CONSULTANT shall assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

Deliverables:

- 1 copy (plan set on 11"x17" at 1" = 40' scale) of the final Ad Ready PS&E package stamped by a licensed professional engineer in the state of Washington and an electronic PDF copy.

Assumptions:

- The 90% review comments will be compiled by the CITY into one document, and conflicting comments will be worked out by the CITY prior to submitting the comments to the CONSULTANT

8.6 BINGHAM PARK MASTER PLAN (NEW SECTION)

The CONSULTANT shall prepare the Conceptual Master Plan for Bingham Park in Sedro-Woolley, Washington. Based on the information obtained by the CITY, the Master Plan will address and/or contain the following elements:

- Up to 10 pull-in RV spaces that will accommodate overnight camping
- Diagonal parking on the west side of the site adjacent to existing structures
- Off-leash dog walking area
- Relocated locomotive, log car, and caboose w/informational kiosk
- Relocated playground
- Relocated BMX track
- Improved site drainage
- Preservation of existing trees
- Maintain existing structures in current locations

All intercity coordination and approvals will be performed by the CITY.

Task 1 - Project Background

Base Map Preparation:

The CONSULTANT shall assemble existing topographic base maps, aerial photos, and plan drawings to be used to prepare exhibit maps. These elements will be overlaid onto the digitized aerial photographs to present a picture that is easily understood and recognized by all participants. Existing transportation corridors and the planned SR 20, Cook Road Realignment and Extension Project will be noted on the base map for consideration as logical points of connectivity to and through the site.

Preparing and documenting the graphic information in an electronic format will allow the process to be tracked and improved in an efficient and comprehensive manner. These maps will be used to compare opportunities for the best layout of the open space for connectivity, recreation, safety, and maintenance.

Field Exploration:

The initial meeting will also incorporate a site visit to tour the site and confirm the project program. The goal will be to gain first-hand impressions of CLIENT expectations and site conditions. It will be most efficient if this is completed after base maps are completed and available to record observations on. Observations from the site visit and notes from the initial meeting will be recorded and distributed to the CLIENT for review.

Collect Background Data:

The CONSULTANT shall collect from various sources available background data and maps, including aerial photography, resource mapping and other information and mapping that could be helpful in the preparation of the Master Plan.

Applicable Standards and Regulations:

The CONSULTANT shall research and prepare a summary of applicable technical standards and regulations including such items as ADA access, land use concerns, environmental resources, and constraints. The CONSULTANT shall document the applicable standards and regulations that may affect planning, permitting, and construction of designed improvements. Permitting issues of consequence may require developing a strategy for gaining potential planning and design approvals.

Deliverables:

- A summary of findings from the project background will be provided in a technical memorandum in Task 2

Task 2 – Conceptual Bingham Park Master Plan

Conceptual Master Plan:

The Conceptual Master Plan will consist of plan graphics that will communicate design intent. The plan graphics will contain sufficient information to explain the form, spatial relationships, and preliminary materials of the proposed scheme. Other illustrations may be included at the Landscape Architect's option. They may include hand-drawn and/or computer-generated drawings suitable for presentation.

The plan graphics will be supported by a technical memorandum that will summarize preliminary design considerations and applicable standards and regulations (from Task 1), and describe key features of the Conceptual Bingham Park Master Plan.

Deliverables:

- Conceptual Master Plan
- Technical Memorandum

Assumptions:

- No cost estimates will be prepared.
- One submittal only of the Conceptual Master Plan will be made.
- Elements to be included in the Conceptual Master Plan are identified in the Scope of Services introduction. Additional elements required by the City of Sedro-Woolley to be analyzed and included in the Conceptual Master Plan will be considered extra services.

8.7 BINGHAM PARK ROADWAY IMPROVEMENTS DESIGN (NEW SECTION)**30% Design Plans**

The 30% Design Plans shall consist of typical roadway sections, storm drainage plans, sanitary sewer under east park road to connect to future sanitary sewer RV hookups, roadway plans, and a preliminary construction cost estimate for the Bingham Park roadway improvements. The plans shall be prepared using AutoCAD software.

Deliverables:

- Five (5) copies of the 30% Preliminary Design Plan Set (11"x17" at 1" = 40' scale) and an electronic PDF copy
- Five (5) copies of the 30% Preliminary Construction Estimate and an electronic PDF copy

70% PS&E

The CONSULTANT shall prepare the design to a 70% completion level for the roadway improvements within Bingham Park. The design will:

- revise the roadway network within the park
- remove existing pavement being abandoned
- accommodate 18 passenger car parking stalls
- provide a layout area for the future relocated playground equipment
- provide sanitary sewer line under the roadway to accommodate a future sanitary sewer line to the RV parking area
- provide topsoil and seeding to the disturbed area

Review comments shall be responded to and incorporated as directed by the CITY Project Manager. The 70% design shall include the following elements prepared by the CONSULTANT:

- Site Preparation Plan (1 sheet)
- Typical Sections (1 sheet)
- Roadway- Plan/Profile (2 sheets)
- Storm Drainage Plan/Profile (2 sheets)
- Landscaping Plans (1 sheet)

Deliverables:

- 5 copies of the 70% Preliminary Design Plan Set (11"x17" at 1" = 40' scale)
- 5 copies of the 70% Contract Specifications
- 5 copies of the 70% Preliminary Construction Estimate

Assumptions:

- The 30% review comments will be compiled by the CITY into one document, and conflicting comments will be worked out by the CITY prior to submitting the comments to the CONSULTANT.
- Landscaping will be topsoil and seeding.
- The drainage layout and calculations will be based on the improvements identified above and also for the future paths and RV parking areas identified in the Bingham Park Master Plan.
- The sanitary sewer line to the RV stations will be designed but only the sewer line under the eastern most park road will be constructed under this contract.
- The future playground area will be regarded and drainage rock and bark mulch will be installed.
- The City will remove the existing playground equipment and install it in the new location.

90% PS&E

The CONSULTANT shall bring the design to a 90% completion level. The 70% review comments shall be responded to and incorporated as directed by the CITY Project Manager. The 90% design shall include the following elements prepared by the CONSULTANT:

- Site Preparation Plan (1 sheet)
- Typical Sections (1 sheet)
- Roadway-RV Area Plan/Profile (2 sheets)
- Storm Drainage Plan/Profile (2 sheets)
- Landscaping Plans (1 sheet)

Deliverables:

- 5 copies of the 90% Design Plan Set (11"x17" at 1" = 40' scale)
- 5 copies of the 90% Contract Specifications
- 5 copies of the 90% Construction Estimate

Assumptions:

- The 70% review comments will be compiled by the CITY into one document, and conflicting comments will be worked out by the CITY prior to submitting the comments to the CONSULTANT.

Final Contract Documents (100% Completion)

The CONSULTANT shall prepare the following in accordance with the CITY's review comments from the 90% final design and coordination meeting, and in accordance with regulatory agency permit conditions:

- * Modifications and/or revisions in response to CITY review comments
- * Final design of project elements
- * Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated into the construction contract documents
- * Preparation of a final (100% completion) list of bid items and quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents

The CONSULTANT shall assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

Deliverables:

- 1 copy (plan set on 11"x17" at 1" = 40' scale) of the final Ad Ready PS&E package stamped by a licensed professional engineer in the state of Washington and an electronic PDF copy.

Assumptions:

- The 90% review comments will be compiled by the CITY into one document, and conflicting comments will be worked out by the CITY prior to submitting the comments to the CONSULTANT

Exhibit E-1
Consultant Fee Determination - Fixed Fee
SR 20, Cook Road Realignment and Extension Project
Supplement No. 1
City of Sedro-Woolley

David Evans and Associates, Inc.

Classification	Direct Rate	Hours	Cost
1 Project Manager (PMGR)	\$ 58.50	39.5	\$2,311
2 Managing Professional Engr/QC (MGPE)	\$ 58.50	31.5	\$1,843
3 Professional Engineer (PFEN)	\$ 43.00	120.0	\$5,160
4 Design Engineer (DEEN)	\$ 33.00	76.0	\$2,508
5 Sr. CADD Technician (SCAD)	\$ 33.50	60.5	\$2,027
6 Survey Manager (SVYM)	\$ 60.75	-4.0	(\$243)
7 Sr. Prof. Land Surveyor (SPLS)	\$ 55.00	-10.0	(\$550)
8 Prof. Land Surveyor (PLSU)	\$ 39.00	-12.0	(\$468)
9 Survey Technician (SVTE)	\$ 31.50	-72.5	(\$2,284)
10 Party Chief (PCHF)	\$ 32.50	-44.0	(\$1,430)
11 Instrument Person (INST)	\$ 24.00	-45.0	(\$1,080)
12 Sr. Landscape Architect	\$ 42.20	43.0	\$1,815
13 Sr. Landscape Designer	\$ 32.90	58.0	\$1,908
14 Administrative Assistant (ADMA)	\$ 27.50	16.8	\$462
15 Exec. Administrator (EXAD)	\$ 31.70	3.0	\$95
		Total Hours	260.8

Salary Cost		\$12,073
Overhead Cost @	175.13% of Direct Labor	\$21,144
Net Fee @	30.00% of Direct Labor	\$3,622
Total Overhead & Net Fee Cost		\$24,766
DEA Subtotal		\$36,840

Amount Reduced for Skagit Surveyors & Engineers (\$22,388)

Direct Expenses		
Direct Expenses adjusted for survey		(\$251)
Bingham Park Direct Expenses		\$300

Supplement No. 1 Total	\$14,501
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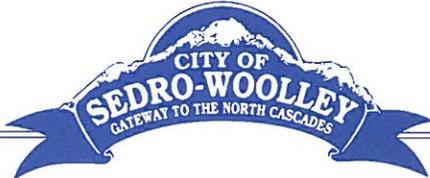
Exhibit E-1
Consultant Fee Determination - Summary Sheet
SR 20, Cook Road Realignment and Extension Project
Supplement No. 1
 City of Sedro-Woolley

David Evans and Associates, Inc.

Work Element #	Work Element	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DEA	DEA Dollars	Skagit Surveyors & Engineers	Total \$
		Project Manager (PMGR)	Managing Professional Engr/OC (MGPE)	Professional Engineer (PFEN)	Design Engineer (DEEN)	Sr. CADD Technician (SCAD)	Survey Manager (SYVM)	Sr. Prof. Land Surveyor (SPLS)	Prof. Land Surveyor (PLSU)	Survey Technician (SVTE)	Party Chief (PCHF)	Instrument Person (INST)	Sr. Landscape Architect	Sr. Landscape Designer	Administrative Assistant (ADMA)	Exec. Administrator (EXAD)				
	direct rates:	\$58.50	\$58.50	\$43.00	\$33.00	\$33.50	\$60.75	\$55.00	\$39.00	\$31.50	\$32.50	\$24.00	\$42.20	\$32.90	\$27.50	\$31.70				
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$	Total \$
2.0	Proj. Management and Quality Control																			
2.1	Project Management and File Management																			
2.2	Subconsultant Coordination	-3															-3	-\$536		-\$536
2.3	Develop and Update the Schedule																			
2.4	Monthly Progress Reports and Invoices (12 Total)	-3															-3.2	-\$552		-\$552
2.5	Coordination with the City																4	\$714		\$714
2.6	Change Management																			
	Work Element 2.0 Total	-2															-2.2	-\$374		-\$374
3.0	Survey																			-\$18,988
3.1	Data Collection								-1								-1	-\$119		-\$119
3.2	Horizontal & Vertical Control Network	-1	-2						-1	-8	-8	-8					-28	-\$2,708		-\$2,708
3.3	Establish Road Centerline Alignments & Right-of-Ways (Base Map)	-1	-2														-3	-\$441		-\$441
3.4	Topographic Survey			-2			-4	-10	-8	-48	-32	-32					-136	-\$13,764		-\$13,764
3.5	Site Photography (Included in Scanning)							-2	-16.5	-4	-5						-27.5	-\$2,587		-\$2,587
3.6	Right of Way Exhibits																			
	Work Element 3.0 Total	-2	-6				-4	-10	-12	-72.5	-44	-45					-195.5	-\$19,619	-\$18,988	-\$38,607
8.0	Plans, Specifications and Estimate (PS&E)																			
8.5	Skagit Transit Bus Stop Design																			
8.5a	Meetings with Skagit Transit	4		4													8	\$1,239		\$1,239
8.5b	70% PS&E	7.5	2	18		8										1	36.5	\$4,972		\$4,972
8.5c	90% PS&E	5.5	2	9		4										1	21.5	\$3,025		\$3,025
8.5c	100% Final PS&E	2.5	1.5	7		2.5										1	14.5	\$1,985		\$1,985
	Work Element 8.5 Subtotal	19.5	5.5	38		14.5										3	80.5	\$11,221		\$11,221
8.6	Bingham Park Master Plan																			
8.6a	Field Exploration/Information Gathering												20	8	1		29	\$3,462		\$3,462
8.6b	Conceptual Bingham Park Master Plan Development												16	38	4		58	\$6,211		\$6,211
	Work Element 8.6 Subtotal												36	46	5		87	\$9,673		\$9,673
8.7	Bingham Park Roadway Improvements Design																			
8.7a	30% Plans and Details	4	6	16	16	6							1	2	2		53	\$6,606		\$6,606
8.7a	70% PS&E	8	8	24	24	16							2	4	4		90	\$11,052		\$11,052
8.7b	90% PS&E	8	8	32	24	16							2	4	4		98	\$12,101		\$12,101
8.7c	100% Final PS&E	4	4	16	12	8							2	2	2		50	\$6,179		\$6,179
	Work Element 8.7 Subtotal	24	26	88	76	46							7	12	12		291	\$35,939		\$35,939
	Work Element 8.0 Total	43.5	31.5	126	76	60.5							43	58	17	3	458.5	\$56,832		\$56,832
	Direct Expenses																			-\$3,400
	Bingham Park Direct Expenses																			\$300
	PROJECT WORK ELEMENTS TOTALS	39.5	31.5	120	76	60.5	-4	-10	-12	-72.5	-44	-45	43	58	16.8	3	260.8	\$36,889	-\$22,388	\$14,501

SEP 12 2012

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

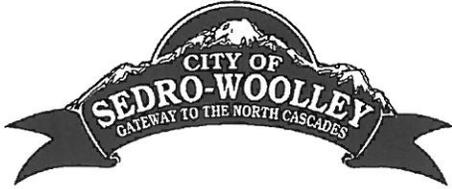


SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

CITY COUNCIL AGENDA
REGULAR MEETING

SEP 12 2012



CITY OF SEDRO-WOOLLEY
7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building
AGENDA NO. 5 325 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: Blackrock Franchise Agreement
DATE: September 12, 2012

ISSUE: Should the Council adopt the attached ordinance, granting a franchise to Blackrock Cable Inc.?

BACKGROUND: *Second reading/public hearing.* The City's current franchise with Blackrock expired in 2006. 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:	10 years	5 years
2. Franchise Fee:	5% (cable only)	n/a
3. EG Channel:	\$.33/subscriber/month	n/a
4. Insurance:	\$2,000,000.00 coverage	same
5. Dark fiber	one pair for city intranet	same

There are a number of other changes between the agreements including more detail on public works projects and coordination, and the addition of cable services in addition to the open video services. Blackrock has been a great company to work with for the city and for businesses and industries within and around the city. This franchise allows them to continue to provide services and to potentially expand into the provisioning of cable services in the future.

The only change in the draft from the last meeting to this meeting is the addition of a maximum cost for the Franchisee to provide pole line extensions for the city of \$12,000. This is in Section 4.2(b). I have also included in your packet some additional information about Blackrock which explains a bit about their business, the services provided and their current customers. Today, Blackrock is a dark fiber provider; this ordinance contemplates a future where Blackrock may offer content.

RECOMMENDATION: Following a public hearing, MOTION to adopt ordinance ____-12, an ordinance granting a non-exclusive franchise to Blackrock Cable Inc.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SEDRO-WOOLLEY GRANTING
A NON-EXCLUSIVE FRANCHISE TO BLACK ROCK CABLE, INC.
FOR THE CONSTRUCTION AND OPERATION OF AN
OPEN-VIDEO SYSTEM WITHIN THE CITY OF SEDRO-WOOLLEY**

WHEREAS, Black Rock Cable, Inc. (hereinafter referred to as “Black Rock” or “Franchisee”) has a franchise with the City of Sedro-Woolley under Ordinance No. 1401-01 to operate on Open Video System (“Franchise”);

The Franchise term ended on January 26, 2006 but Black Rock has been allowed to continue to operate under the Franchise in the City of Sedro-Woolley with the City’s knowledge and consent. Black Rock has complied with the Franchise terms and the City has and continues to grant all necessary operational permits requested by Black Rock.

The City of Sedro-Woolley and Black Rock agree that the Franchise shall be renewed on the terms and conditions herein and Franchisee shall be allowed in the City of Sedro-Woolley (hereinafter referred to as "City") to construct, maintain and operate an Open-Video System within the City; and

WHEREAS, pursuant to RCW 35A.47.040, the City is authorized to grant one or more non-exclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for the transmission and distribution of electrical energy, signals and other methods of communication; and

WHEREAS, upon completion of informal negotiations with the Franchisee and having analyzed the financial, legal, and technical ability of the Franchisee, the City has determined that it is in the best interests of the City to renew this non-exclusive franchise to the Franchisee; and

WHEREAS, the City has afforded the public adequate notice and opportunity for comment, and now desires to renew this Franchise with Franchisee for the construction, maintenance and operation of an Open-Video System as provided herein;

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

This Franchise Agreement (“Franchise”) is between the City of Sedro-Woolley (“City”) and Black Rock Cable, Inc. (“Franchisee”) and shall be governed by the terms of the Franchise as set forth herein.

SECTION 1. DEFINITIONS

1.1 "Act" means the Cable Communications Policy Act of 1984 as modified by the Cable Television and Consumer Protection Act of 1992 and the Telecommunications Act of 1996.

1.2 "Access Channel" or "Public Educational or Government Access (PEG) Channel" means any channel or portion of a channel utilized for programming, whether by Franchisee or in cooperation with, by or through the City, where any resident of the City or any non-commercial organization whose members reside in the City may be a programmer, either without charge or in a non-profit manner, on a non-discriminatory basis. The term "programming" as used in this Section shall include video, voice, and data transmission.

1.3 "Affiliate" means any entity, corporate or individual, having ownership of 5% or more of the equity ownership, (either voting, control or value) of either entity. In addition, any entity having actual working control, in whatever manner exercised, will also be deemed an affiliate. Both the entity owned or controlled, and the entity owning or controlling, shall be considered affiliates of each other.

1.4 "Basic Cable Service" means any tier of service, in the event that Franchisee begins provision of such, provided to subscribers of Franchisee's System that would include, but is not specifically limited to, the retransmission of local broadcast television signals and the cablecasting of public, educational, or governmental access channels through Franchisee's System. Nothing in this definition shall be deemed to limit the rights of Franchisee or the City with respect to the regulation of rates and charges as permitted by applicable law.

1.5 "Cable Service" means (1) the one-way transmission to subscribers of (a) video programming, or (b) other programming services, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.6 "Cable System" means any facilities 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 to multiple Subscribers within the Service Area. The phrase "Cable System" shall also include Open Video System, OVS system and OVS.

1.7 "City" shall mean the City of Sedro-Woolley of the State of Washington and all the territory within its present and future boundaries and including any area over which the City exercises jurisdiction.

1.8 "Facilities" means any facilities, including dark fiber, installed by Franchisee under this Agreement.

1.9 "Franchise" means the non-exclusive right or authority to construct, operate and maintain an OVS within the City by way of City owned Rights of Way, easements or other publicly owned properties and includes references to this "Ordinance".

1.10 "Franchisee" shall mean Black Rock Cable, Inc. DBA Black Rock Cable, a Washington corporation, its agents and assignees.

1.11 "Franchise Fee" means consideration paid by the Franchisee for the privilege granted under this Franchise for the use of streets and Rights of Way and the privilege to construct and/or operate an OVS in the City. Franchise fee does not include any tax, fee or assessment of general applicability, fees associated with construction permit approval, capital costs which are required by the Franchisee for Public, Educational or Governmental Access facilities (including, without limitation the support required in Sections 5.5 herein), requirements or charges incidental to the awarding or enforcing of the Franchise, or any fee required by federal, state or local law.

1.12 "Gross Revenues" means any and all gross revenues derived directly or indirectly by the Franchisee and/or its Affiliates from the operation of its Dark Fiber, Cable or OVS system within the City, "Gross Revenues" shall not include any tax, fee or assessment of general applicability collected by the Franchisee from Subscribers as a pass-through to a government agency. Gross revenue shall not include amounts which cannot be collected and are identified as bad debt: provided, that amounts previously identified as bad debt which are eventually collected shall be reported for the period in which that occurs. Notwithstanding any other provision herein, the Franchisee shall be obliged to pay in full any applicable City utility tax and any agreed upon reimbursements to the City set forth in this agreement without credit against Franchise Fees. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year, unless otherwise agreed to in writing by the City and Franchisee. Gross Revenues shall include Cable Modem Type Services (and related equipment, installations, service calls and the like) if the FCC, Federal legislation or the courts permit local governments to effectively include revenues from Cable Modem Type Services in Cable Gross Revenues for the purpose of computing cable Franchise Fees. Nothing in this definition shall be deemed to limit the rights of Franchisee or the City with respect to the regulation of rates and charges as permitted by applicable law.

1.13 "Open Video System", or "System," shall have the meaning specified for "Open Video System" in 47 C.F.R. 76.1500(a) and also includes the provision of Dark Fiber (as defined herein) services. It excludes cable service as defined herein. Unless otherwise specified, the foregoing terms shall, in this document, refer to the open video system/fiber optic transmission system constructed and operated (whether transmissions are generated by Franchisee or its subscribers) in the City of Sedro-Woolley under this Franchise. "Dark Fiber" is optical fiber infrastructure installed and maintained by Franchisee, which does not transmit light pulses for the transmission of information, but which is capable of such transmission upon installation of optronic equipment by either Franchisee or its subscriber.

1.14 "Person" means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof.

1.15 "Right of Way" means land previously acquired or dedicated to the public or the City or hereafter acquired or dedicated to the public or the City and maintained under public authority or by others, including but not limited to public streets, roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property located within the City.

1.16 "Service Area" means the present boundaries of the City and shall include any modifications thereto by annexation or other legal means.

1.17 "Standard Installation" means an arterial installation 125 feet from the nearest tap to the Subscriber's terminal.

1.18 "Street" shall mean the surface of and the space above and below the Right of Way of any public street, road, highway, freeway, easement, lane, path, alley, court, sidewalk, parkway, or driveway now or hereafter existing as such within all incorporated areas of the City of Sedro-Woolley.

1.19 "Subscriber" means any person who legally receives any one or more of the services provided by the Open Video System.

1.20 "Video Programming" means programming provided by, or generally considered comparable to, programming provided by a television broadcast station. (see 47 U.S.C. Sec. 522(20)).

1.21 "Wireless Services" shall mean any extension or other part of the System that employs through air transmission and the use of transmitters, relays and repeaters, or similar transmission technology.

SECTION 2. GRANT

2.1 Grant of a Non-Exclusive Franchise.

2.1.1 The City hereby grants to the Franchisee a NON-EXCLUSIVE authorization to make reasonable and lawful use of the City's Right of Way within the City to construct, maintain and operate therein an Open-Video System ("OVS"), as that term is defined above, subject to the terms and conditions of this agreement.

2.1.2 The Franchisee is granted the right to operate its OVS using the City Right of Way in compliance with all lawfully enacted City Codes, ordinances, standards, procedures and regulations, provided that in the event of conflict, the provisions of this Franchise shall control. The express provisions of this Franchise are a contract between the parties, except that the City may unilaterally alter the terms and conditions through

the lawful exercise of its police powers upon reasonable notice to Franchisee. In accepting this Franchise, the Franchisee acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce, from time to time and in the manner it deems reasonable, general ordinances necessary for the safety, health and welfare of the public. Franchisee agrees to comply with all applicable laws that are now or may in the future be enacted by the City pursuant to such police power.

2.1.3 No rights shall pass to the Franchisee by implication.

2.1.4 This Franchise only conveys limited rights and interests as to those Rights of Way in which the City has an actual interest. It is not a warranty of title or interest, nor does it provide the Franchisee with any representation as to any location of a City Right of Way or the nature of the City's interest in any Right of Way. No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right of Way, or upon private property without the owner's consent, or upon any public or privately owned utility poles or conduits is granted herein.

2.1.5 Nothing herein is a bar to the imposition of any lawful condition with respect to the Franchisee's delivery of any other type of service, nor does this Franchise relieve the Franchisee from obtaining authorization from the City for providing any other such services.

2.1.6 This Franchise shall not be construed as to deprive the City of any rights or privileges which it now has or may hereafter have to regulate the use and control of the Rights of Way, and public property.

2.1.7 The City specifically reserves the right to grant, at any time, such additional franchises for other similar systems as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Franchisee. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Franchisee

2.1.8 Subject to Section 2.1.7, and only to the extent permitted by law, the City agrees to grant additional franchises upon terms and conditions which, in its sole discretion, it in good faith believes will enhance OVS service and not grant an unfair competitive advantage to one franchisee over another.

2.1.9 This Franchise does not establish any priority for the use of the Rights of Way by Black Rock Cable or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Rights of Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Washington.

2.2 Term of Franchise.

The Franchise granted pursuant to this Ordinance shall expire at midnight, July 1, 2022.

2.3 Non-Exclusive.

This Franchise shall be non-exclusive, and subject to all prior rights, interests, easements or licenses granted by the City or its predecessors to any Person to use any property, Right of Way, easement, right interest, or license. The City may at any time grant authorization to use the Right of Way for any purpose not incompatible with the Franchisee's authority under this Franchise and for such additional franchises for other cable companies and/or cable systems as the City deems appropriate.

2.4 Effect of Acceptance.

By accepting this Franchise, the Franchisee acknowledges and accepts the City's legal right to issue and enforce the Franchise; accepts and agrees to comply with each and every provision of this Franchise; and agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

Section 3. GENERAL RIGHT OF WAY USE AND CONSTRUCTION

3.1 Use of Streets.

Franchisee shall not erect, install, construct, repair, replace or maintain its Cable System in such a fashion as to unduly burden the present or future use of the Rights of Way. If the City in its reasonable judgment determines that any portion of the Cable System is an undue burden, Franchisee at its expense shall modify its Cable System or take such other actions as the City may determine are in the public interest to remove or alleviate the burden, and Franchisee shall do so within the time period established by the City. Franchisee may, subject to the terms of this Franchise, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the streets or Rights of Way within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of an Open Video System within the City. The City shall have the right to inspect all work performed by the Franchisee in, on or above City streets or Rights of Way, whether during the performance of such work or after completion so long as such inspection does not disrupt Franchisee's system operation. To the extent that the City is required to perform any inspections, maintenance or repairs to City streets, Rights of Way or other City property due to Franchisee's use thereof, the City shall be entitled to recover the costs and expenses incurred therefor from the Franchisee and such costs and expenses shall be payable on demand. In the event that the City incurs any costs or expenses for planning, designing, installing, repairing or altering any City facilities that would not have occurred but for Franchisee's exercise of the rights granted under this Franchise agreement, the City may

bill Franchisee for reimbursement of such costs and expenses and such shall be immediately due and payable to the City.

3.2 Construction or Alteration.

Franchisee shall in all cases comply with all lawful City laws, resolutions and regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter or maintain the Open Video System.

3.3 Non-Interference.

Franchisee shall exert its best efforts to construct and maintain an Open Video System so as not to interfere with other use of streets. Franchisee shall, where possible, in the case of above ground lines, make use of existing poles and other facilities available to Franchisee. When residents receiving underground service or who will be receiving underground service will be affected by proposed construction or alteration, Franchisee shall provide at least two weeks' advance notice of the same to such affected residents.

3.4 Consistency with Designated Use.

Notwithstanding any other provision of this Franchise, no street or Right of Way shall be used by the Franchisee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such street or Right of Way was created or dedicated, or presently used under City, State or local laws.

3.5 Undergrounding.

Franchisee shall place underground all of its transmission lines, which are located or are to be located above or within the streets of the City in the following cases:

- (a) All other existing utilities are required to be placed underground by statute, resolution, policy or other regulation;
- (b) Franchisee is unable to get pole clearance;
- (c) Underground easements are obtained from developers of new residential areas; or
- (d) Utilities are overhead but residents prefer underground (service provided at cost).

3.5.1 If an ordinance is passed creating a local improvement district which involves placing underground certain utilities including Franchisee's facilities which are then located overhead, Franchisee shall participate in such underground project and shall remove poles, cables and overhead wires within such district if requested to do so and place facilities underground.

3.5.2 If those areas and portions of the City where the transmission or distribution facilities of both the public utility providing telephone service and those of the utility providing electric service are underground or hereafter may be placed underground, then the Franchisee shall likewise construct, operate and maintain all of its transmission and distribution facilities underground. Amplifiers and connectors in Franchisee's transmission and distribution lines may be in appropriate housing upon or above the surface of the ground in locations approved by the City. Upon sufficient notice, work shall be done at the same time as other facilities that are placed underground and all work shall be done consistent with City regulations and to minimize impact on streets and neighborhoods.

3.5.3 Franchisee shall use conduit or its functional equivalent to the greatest extent possible for under-grounding, except for drops from pedestals to subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. Franchisee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

3.6 Maintenance and Restoration.

(a) Restoration. In case of disturbance of any street, public way, paved area or public improvement, Franchisee shall, at its own cost and expense and in accordance with the requirements of local law, including the City's Public Works Standards, restore such street, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place. All requirements of this Section pertaining to public property shall also apply to the restoration of private easements and other private property. Franchisee shall perform all restoration work promptly. If Franchisee fails, neglects or refuses to make restorations as required under this Section, then the City may do such work or cause it to be done, and Franchisee shall pay the cost thereof to the City. If Franchisee causes any damage to private property in the process of restoring facilities, Franchisee shall repair such damage.

(b) Maintenance. Franchisee shall maintain all above ground improvements that it places on City Right of Way pursuant to this Franchise. In order to avoid interference with the City's ability to maintain the Right of Way, Franchisee shall provide a clear zone of five feet on all sides of such improvements. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby.

(c) Disputes. In any dispute over the adequacy of restoration or maintenance relative to this Section, final determination shall be the prerogative of the City of Sedro-Woolley Department of Public Works.

3.7 Relocation.

3.7.1 City Property. If during the term of the Franchise the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any street, public way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, Franchisee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed.

3.7.2 Utilities and Other Franchisees. If during the term of the Franchise another entity which holds a franchise or any utility requests Franchisee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Franchisee is using a facility which the requesting party has a right or duty to remove, Franchisee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, provided that the City shall not be liable for such costs.

3.7.3 Notice to remove or relocate. Any utility, other franchisee, or City request to Franchisee to remove or relocate its facilities shall give Franchisee no less than fifteen (15) days' advance written notice to Franchisee advising Franchisee of the date or dates removal or relocation is to be undertaken; provided, that no advance written notice shall be required in emergencies or in cases where public health and safety or property is endangered.

3.7.4 Failure by Franchisee to remove or relocate. If Franchisee fails, neglects or refuses to remove or relocate its facilities as directed by the City; or in emergencies or where public health and safety or property is endangered, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Franchisee. If Franchisee fails, neglects or refuses to remove or relocate its facilities as directed by another franchisee or utility, that franchisee or utility may do such work or cause it to be done, and if Franchisee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Franchisee.

3.7.5 If in the sole opinion of the City Public Works Director, damage to the public Right of Way resulting from damage or disturbance during the construction, operation or maintenance of the OVS requires immediate repair, the City may commence such repairs after the expiration of notice to remove or relocate pursuant to Section 3.7.3 and the failure of Franchisee prior to the commencement of the repairs at the cost of the Franchisee. In such event, the City will endeavor to notify the Franchisee of the immediate repairs needed. The Franchisee shall pay to the City the City's costs, including administrative costs related to such repairs within thirty (30) days of the date of the

written notice of the costs that is delivered to the Franchisee. If the Franchisee fails to comply with the time frames herein, this Franchise shall terminate without further action required.

3.7.6 Procedure for removal of cable. Franchisee shall not remove any underground cable or conduit which requires trenching or other opening of the streets along the extension of cable to be removed, except as hereinafter provided. Franchisee may remove any underground cable from the streets which has been installed in such a manner that it can be removed without trenching or other opening of the streets along the extension of cable to be removed. Subject to applicable law, Franchisee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the streets that is not removed shall be deemed abandoned and title thereto shall vest in the City at no cost to the City.

3.8 Movement of Buildings.

Franchisee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of such building. Franchisee shall be entitled to ten (10) business days; notice to arrange the raising or lowering of the wires. Franchisee may charge a reasonable fee no greater than its actual costs incurred in raising or lowering its wires, for this service to the person or entity holding a building permit and may request that the costs be paid in advance.

3.9 City Right to Inspect and Cost recovery.

The City shall have the right to inspect all work performed by Franchisee in, on or above City streets or Right of Way, whether during the performance of such work or after completion so long as such inspection does not disrupt Franchisee's system operation. To the extent that the City is required to perform any inspections, maintenance or repairs to City streets, Right of Way or other City property due to Franchisee's use thereof, the City shall be entitled to recover the costs and expenses incurred therefore from Franchisee and such costs and expenses shall be payable on demand. In the event that the City incurs any costs or expenses for planning, designing, installing, repairing or altering any City facilities that would not have occurred but for Franchisee's exercise of the rights granted under this Franchise agreement, the City may bill Franchisee for reimbursement of such costs and expenses and such shall be immediately due and payable to the City. Any such recovery of City costs or reimbursements of such costs shall not be an off-set or credit against Gross Revenues or the Franchise Fee to be paid to the City by the Franchisee.

3.10 Construction Standards.

All work authorized or required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in

accordance with sound professional engineering practices. Prior to commencement of construction or any work being performed in any Right of Way, all of such work shall be conducted pursuant to engineering plans submitted by the Franchisee to the City for review and approval, which may be conditional approval, by the City of Sedro-Woolley Public Works Department. Franchisee will take prompt corrective action if it or the City finds that any facilities or equipment on its Cable System are not operating as expected, or if it or the City finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law, the Sedro-Woolley Municipal Code or any permit requirements.

Any erection of poles, antennae, wires, cables, and other installations, upon the poles of the Franchisee or upon the poles of others, shall be done only in accordance with a plan or maps first to be submitted and approved by the City or other person designated by the City, and shall be subject to any separate pole attachment agreement as required by the City Public Works Department. Said pole attachment agreement shall be subject to a separate approval, which may be denied by the City as provided for in any City adopted policies or regulations. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations. Any repair work or replacement work shall be done under the supervision of the City and only after permission from the City is received.

3.11 Notice of Construction.

The City may establish requirements for advance notification to residents adjacent to the proposed construction areas to be provided by the Franchisee.

3.12 Safety Requirements.

The Franchisee shall, at all times, employ professional care and shall install and maintain and use commonly accepted methods for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment and connection in, over, under, and upon the streets, sidewalks, alleys and public ways or places of the Franchise area, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair or removal of its Cable System. By way of illustration and not limitation, Franchisee shall also comply with the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards.

If an unsafe condition is found to exist, the City agrees to give Franchisee notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations, within the time frame specified in Section 7 herein, then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee. The Franchisee shall pay to the City all of the City's costs, including administrative costs, incurred as a result of circumstances herein within thirty (30) days of the date of the written notice of the costs that is delivered to the Franchisee. Any such recovery of City costs or reimbursements of such costs shall not be an off-set or credit against Gross Revenues or the Franchise Fee to be paid to the City by the Franchisee. If the Franchisee fails to comply with the time frames herein, this Franchise shall terminate without further action required.

3.13 Permits Required for Construction.

Prior to doing any work in the City, Franchisee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any Rights of Way, the proper restoration of Rights of Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic, or as may be required by law, ordinance, codes or regulations. Such conditions may also include requiring the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right of Way. Franchisee shall pay all applicable fees for the requisite City permits, reviews and/or approvals required of or received by Franchisee. In the event that emergency repairs are necessary, Franchisee shall immediately notify the City of the need for such repairs. Franchisee shall apply for appropriate permits within two (2) working days after discovery of the emergency. During emergencies, the City may move Franchisee's facilities without prior notice.

3.14 Tree Trimming.

In cases of emergency, the Franchisee shall notify the City of its intent to trim trees or other natural growth necessary to access and maintain its Cable System immediately upon determining that such an emergency exists and prior to engaging in such activity. Upon receipt of such notice, the City may inspect such circumstance prior to the removal of the emergency condition. In non-emergency conditions, Franchisee may, at its own expense, trim trees or other natural growth overhanging any of its installed OVS Facilities to prevent branches from coming in contact with the Franchisee's wires, cables, or other equipment upon twenty (20) day notice of the actual trees and other natural growth that is intended to be affected in non-emergency situations, and upon approval of the City Public Works Department, which shall not be unreasonably withheld. Nothing herein grants the Franchisee any authority to act on behalf of the City or to enter upon any private property, or to trim any tree or natural growth not owned by the City. The Franchisee shall be solely responsible and liable for any damage to any third parties trees or natural growth, and in addition to the terms and conditions of Section 7, the Franchisee shall indemnify, defend and hold harmless the City from claims of any nature arising any

act or negligence of the Franchisee with regard to tree and or natural growth trimming, damage and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by such trimming, damage or removal.

3.15 Temporary Disconnection.

The City may direct the Franchisee to temporarily disconnect, relocate, or bypass any equipment of the Franchisee in order to complete street construction or modification, install and remove underground utilities, or for other reasons of public safety and efficient operation of the City. Such removal, relocation or other requirement shall be at the sole expense of the Franchisee.

3.16 Access to Open Trenches.

The Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the City's placement of utilities or increase the cost to the City thereby. The Franchisee shall pay to the City the actual cost to the City resulting from providing the Franchisee access to an open trench, including without limitation the pro rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project.

Further, the City agrees as follows: to exercise reasonable efforts to include the Franchisee in any platting process within the City, to exercise reasonable efforts to include as a condition of issuing a permit for open trenching to any utility or developer that (a) the utility or developer give the Franchisee at least ten (10) days advance written notice of the availability of the open trench and (b) that the utility or developer provide the Franchisee with reasonable access to the open trench. Any such recovery of City costs or reimbursements of such costs shall not be an off-set or credit against Gross Revenues or the Franchise Fee to be paid to the City by the Franchisee. The City's non-compliance with this Section shall not be a breach or default by the City of this Franchise.

3.17 Reservation of Rights.

Nothing in this ordinance shall limit, waive, release or terminate any rights or interests of the City in its property and/or Right of Way, including but not limited to the City retaining all right to sewer, plank, pave, grade, alter, repair, vacate, and improve and/or work upon, under, or above any public Rights of Way, and, further the City shall retain its right to grant Franchise rights or similar rights to others, and the City shall not be liable for damage resulting to the Franchisee by reason of or as a result of the performance of such work or by the exercise of such rights by the City.

SECTION 4. FRANCHISE COMPENSATION / FINANCIAL CONTROLS

4.1 Franchise Compensation

As compensation for the use of the City's Rights of Way, the Franchisee shall provide at no costs to the City one single mode fiber optic connection between each municipal

location to be used for purposes of a City intranet system subject to the conditions in Section 4.2.

4.2 Conditions for Provision of fiber optic connection.

The following terms and conditions shall apply to the provision of a fiber optic connection by Franchisee to the City:

- (a) Franchisee will have the total authority to determine the routing of the fiber optic lines necessary to provide the fiber optic connection provided pursuant to Section 4.1
- (b) At City's request, if Franchisee's fiber optic facilities run within one half of a mile of a City building, Franchisee will provide, at no cost to City, a pole line extension to such City building and the City will provide conduit, at its expense from the last pole to such building, *provided*, that Franchisee's actual cost for each extension is limited to \$12,000.
- (c) The City may use the fiber optic facilities provided by Franchisee pursuant to this Franchise for municipal purpose only and cannot resell or transfer any of them or any portion of bandwidth contained therein; provided nothing shall prohibit City from using such fiber optic facilities to send or receive any signals or data for City internal purpose.

4.3 Taxes and Assessments.

4.3.1 Franchisee and City specifically agree that in the event Franchisee begins providing Cable Services within the City, Franchisee shall be subject to taxes of general applicability including the City utility tax and that it will pay said tax as a cable provider pursuant to said utility tax ordinance and any applicable successor ordinance. Said utility tax payment shall be made by Franchisee without credit or offset against any Gross Revenues or Franchise Fee payments or other payments made to City. Franchisee does not waive the right to contest the applicability of the City utility tax should the nature of the Franchisee's business operations change, or if a change in applicable state or federal law occurs.

4.3.3 Franchise Fee for Cable Services. 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.

4.3.2 Nothing stated herein shall limit Franchisee's obligation to pay lawful and applicable local, state or federal taxes.

4.4 Payment on Termination.

If this Franchise terminates for any reason, the Franchisee shall file with the City within one hundred and twenty (120) calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Franchisee since the end of the previous fiscal year. Within forty-five (45) days of the filing of such certified statement with the City, the Franchisee shall pay any unpaid amounts as indicated.

4.5 Discounted Rates.

If Franchisee's Subscribers are offered what is, in effect, a discount if they obtain both Cable Service and some other, non-cable goods or service, then for Cable Gross Revenue computation purposes, the discount shall be applied proportionately to cable and non-cable goods and services, in accordance with the following example:

4.5.1 Assume a Subscriber's charge for a given month for Cable Service alone would be \$40, for local telephone service alone would be \$30, and for long-distance service alone would be \$30, for a total of \$100. In fact the three services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that would apply to a service if purchased individually. The discount (here, \$20) for Franchise Fee computation purposes would be applied pro rata so that for such purposes Cable Gross Revenues would be deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the Subscriber received a \$20 discount for telephone service on the condition that he or she also subscribes for Cable Service at standard rates.

4.5.2 The existence and amount of a discount shall be determined on the basis of the sum of the lowest generally available stand alone rates for each of the goods and services which are offered at the combined rate.

4.6 Franchisee shall pay the City's cost of newspaper publication, mailing or other form of public notice associated with adoption of this Franchise, and to reimburse the City for actual attorney's fees and costs in connection herewith. It is agreed such costs hereunder shall not be a deduction, off-set or credit allowed against Gross Revenues.

SECTION 5. SERVICE EXTENSION; CUSTOMER SERVICE AND PROGRAMMING THESE APPLY ONLY IF FRANCHISEE BEGINS TO PROVIDE CABLE SERVICE

5.1 Required Extensions of the Cable System.

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.

5.3 Cable Service to Public Buildings.

In the event Franchisee begins providing Cable Service within the City, the Franchisee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the City, fire station(s), police station(s), libraries, visitor information centers, and accredited K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be used for commercial purposes. As to any portion of the Cable system extended to any administrative buildings owned and occupied by the City, the City shall take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The City shall hold the Franchisee harmless from any and all liability or claims arising out of the provision and use of Cable Service by the City required by this Section, except for those claims or liability arising out of the acts, omission and/or negligence of the Franchisee. The Franchisee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the City or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

5.4 Emergency Use.

If the Franchisee provides an Emergency Alert System ("EAS"), then the City shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the City shall hold the Franchisee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

5.5 Public, Education and Government (PEG) Access Channels.

In the event Franchisee begins providing Cable Services within the City, the Franchisee shall provide, upon one-hundred twenty (120) days prior written notice from the City, one (1) PEG channel for non-commercial local government programming and one (1) PEG channel for non-commercial education programming pursuant to the provisions of the Cable Act, Section 611 (47 USC §531), to be promoted and administered by the City or its designee.

5.6 Capital Contribution.

In the event Franchisee begins providing Cable Services within the City, in support of PEG Access, Franchisee shall, upon ninety (90) days written request from the City, begin to collect and pay to the City an amount equal to \$0.31 per month per Residential Subscriber for Access capital (the "Capital Contribution") for a period of three (3) years. Subsequent to the three year Capital Contribution period, the City shall evaluate the use of its PEG channels and determine whether additional Capital Contributions are necessary to support the PEG channels. If the City determines that additional Capital Contributions are required to support PEG needs, the City shall submit its written request to Franchisee. Such request shall include supporting documentation relative to the need of the additional Capital Contributions. If necessary to meet community needs, the City may request the collection and payment of Capital Contributions in any amount up to a maximum of \$0.50 per month per Residential Subscriber for any period of time not to exceed the term of the Franchise

Each payment shall be due and payable on the same schedule as Franchise Fees and shall be itemized on Subscriber's monthly bills in accordance with applicable law. The City shall have discretion to allocate the Capital Contribution for Access equipment and facilities in accordance with applicable law. Upon the delivery of a written request prior to the end of a fiscal year, the City shall develop and provide a report to the Franchisee on the use of the Capital Contribution for the prior fiscal year. The costs of the preparation of such report shall be paid for by the Franchisee. Said report shall be prepared if the request is properly made within one hundred twenty (120) days of the close of the City's fiscal year.

5.7 Rates and Charges.

In the event Franchisee begins providing Cable Services within the City, the City may regulate rates for the provision of Basic Cable and equipment, except as expressly prohibited by federal or state law.

5.8 Customer Service.

The Franchisee shall meet or exceed Federal Communication Commission ("FCC") customer service standards (47 CFR §76.309) as such standards exist on the effective date of the Franchise.

5.9 Low Income Senior/Disabled Subscriber Discount.

In the event Franchisee begins providing Cable Services within the City, the Franchisee may offer a discount of thirty percent (30%) from its published rate-card rate to Subscribers for Basic Cable service who are aged sixty-five (65) or older, and/or disabled, provided that such person(s) are the legal owner or lessee/tenant of their residence and that their combined disposable income from all sources does not exceed the Housing and Urban Development low income standards for the Seattle-Everett area for the current and preceding calendar year. The City shall be responsible for certifying to the Franchisee that discount applicants conform to the specified criteria.

5.10 Obscenity.

In the event Franchisee begins providing Cable Services within the City, the Franchisee shall not transmit, or permit to be transmitted over any channel subject to control, any programming which is determined by the Sedro-Woolley City Council following a public hearing to be obscene under, or violates any provision of, applicable law relating to obscenity, and which is not protected by the Constitution of the United States. Franchisee shall comply with all relevant provisions of federal law relating to obscenity.

5.11 Parental Control Device.

In the event Franchisee begins providing Cable Services within the City, upon request by any Subscriber, Franchisee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all channels. Franchisee shall thereafter inform its Subscribers of the availability of the lockout device at the time of their initial subscription and with each billing or invoice sent to the subscriber, and in separate periodic advisory notices. Any device offered shall be at a rate, if any, in compliance with applicable law.

5.12 Cable Bill Inserts.

In the event Franchisee begins providing Cable Services within the City, the Franchisee shall use reasonable efforts to accommodate the City's requests for the placement of City or community messages approved by the City on billing statements for Cable Service, at no cost to the City.

5.13 Customers' Right of Privacy.

The Franchisee will be bound by all of the provisions of Sections of the Act related to customer privacy.

SECTION 6. FRANCHISE RENEWAL, EXTENSION AND TRANSFER

6.1 Transfer of Franchise.

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.

6.2 Other Contracts or Agreements.

Franchisee, its affiliates, or its owners, shareholders, employees or directors shall not enter into nor allow to be entered into any contract or agreement with unaffiliated parties for management services or any other services relating to the provision of services on the OVS. Franchisee further agrees that all carriage fees charged to any program provider shall be at fair market values for the capacity leased.

6.3 Franchise Renewal.

The City and the Franchisee agree that any proceedings undertaken by the City that relate to the renewal of the Franchisee's Franchise shall be governed by and comply with applicable federal, state and local laws, ordinances, and regulations or as otherwise agreed to by the parties.

SECTION 7. VIOLATIONS; ENFORCEMENT

7.1 Enforcement.

7.1.1 Notice of Violation. In the event that the City believes that the Franchisee has not complied with any terms of the Franchise, the City, at its sole election may informally discuss the matter with Franchisee, or issue a notice of violation as provided for in this Section 7. If discussions do not lead to resolution of the problem or if the City elects not to informally discuss the matter with the Franchisee, the City shall notify the Franchisee in writing of the alleged non-compliance.

7.1.2 Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from receipt of the notice described in Section 7.1.1 to (i) respond to the City,

contesting the assertion of non-compliance and request a meeting as provided in section 7.2.1 or (ii) cure such default, or (iii) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

7.2 Franchisee Contests Non-compliance.

7.2.1 If the Franchise timely notifies the City that it contests the assertion of non-compliance with the Franchise and requests a meeting with the City pursuant to section 7.1.2 (i), the Mayor shall hold a meeting within fourteen (14) days with the Franchisee, provided that said timeframe may be extended at the sole discretion of the Mayor.

7.2.2 If after such meeting, the Mayor believes that the Franchisee is in breach, violation or non-compliance with the Franchise, then the Mayor shall notify the Franchisee of his/her decision in writing.

7.2.3 The Franchisee may request a public hearing before the City Council as to whether or not a violation, breach or non-compliance with the Franchise has occurred. Said request must be made in writing, stating with specificity the reasons why the Franchisee believes that the alleged non-compliance has not occurred, and delivered to the City Clerk within fourteen (14) days of receipt of the Mayor's decision. The City Clerk shall cause the public hearing to be held at the next available City Council meeting, provided that the Franchisee shall be provided at least ten (10) calendar days notice of such hearing.

7.2.4 At the City Council public hearing, the Franchisee shall have the burden of proof that a violation, breach or non-compliance with the Franchise has not occurred, and must demonstrate that a preponderance of evidence supports the conclusion that there is not a violation or breach of the Franchise or that such violation or breach was timely cured as required in this Franchise.

7.2.5 During such public hearing, the opportunity to cross examine witnesses shall be in the sole discretion of the Mayor. In the event of cross examination of witnesses, the Mayor may delegate or assign the City Attorney to chair the public hearing.

7.2.7 In the event that the City Council upholds the revocation of the Franchise, then the City Council shall immediately pass an ordinance declaring the Franchise revoked and terminated, any security or bonds shall be forfeited to the City, and said revocation ordinance shall include findings of fact and conclusions derived from those facts which support the decision of the City Council.

7.2.8 The City Council may adopt the findings and conclusions of the Mayor.

7.2.9 The Franchisee shall be bound by the decision of the City Council, unless an appeal is filed to a court of competent jurisdiction within thirty (30) days of the date of the Council's decision.

7.1.10 Failure to timely cure. If the Franchisee fails to timely cure the non-compliance, then in addition to any other remedy at law or equity, or provided for in this Franchise, the City may revoke the Franchise. Said revocation shall be immediately after the delivery of a written notice of revocation executed by the Mayor stating the grounds of the violation, breach or non-compliance with the Franchise.

7.3 Removal.

7.3.1 If the Franchise has been terminated, canceled, or has expired, and Franchisee has not exercised its rights, if any, to contest the termination, the City may give Franchisee notice to remove its Open Video System from the City's streets and public places or it may, in the City's sole discretion, allow Franchisee to abandon the system in place if the Franchisee requests in writing to abandon its Cable System in place. Within ten (10) days of receiving the City's notice, in the event that the City requires removal of the Open Video System, the Franchisee agrees to commence removal of its system and to proceed diligently with such removal. Work shall be completely done one hundred-eighty (180) days from notice to complete such work. Prior to the commencement of such work, the Franchisee shall submit to the City a performance bond in the amount of one hundred fifty percent (150%) of the estimated cost of removal and the restoration required by this Franchise.

7.3.2 If the Franchisee fails to remove any of its property as provided herein, the City may elect to cause such removal and may recover its reasonable costs and expenses from Franchisee, including its attorney's fees and costs incurred in recovering such costs and expenses.

7.3.3 If any Franchise is terminated by the City by reason of the Franchisee's non-compliance with this Ordinance or with federal or state regulations, then that part of the system under such Franchise located in the streets and public property, may, at the election of the City, become the property of the City at a cost consistent with the provisions of the Act.

7.4 Effective Abandonment.

Any property of the Franchisee remaining in place ninety (90) days after the termination or expiration of the Franchise may be considered permanently abandoned. Upon abandonment of the property of the Franchisee in place the property shall become that of the City, and the Franchisee shall submit to the City Clerk an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property.

7.5 Discontinued Services.

In the event that the use of any part of the Open Video System, excluding residential drops, is discontinued for any reason for a continuous period of six (6) months, the City may give notice to Franchisee of the City's intent that such unused part be promptly removed by Franchisee. Upon receipt of such notice by the City, Franchisee may seek reconsideration of the City's decision pursuant to the procedures authorized in the Act.

SECTION 8. FINANCIAL AND INSURANCE REQUIREMENTS

8.1 Indemnity and Hold Harmless.

The Franchisee shall indemnify, defend and hold the City harmless from any and all liabilities, fees, costs and damages, whether to person or property, or expense of any type or nature which may occur to the City including without limitation reasonable attorneys' fees, experts' fees and other costs, by reason of the construction, operation, maintenance, repair and alterations of Franchisee's facilities. In any case in which suit or action is instituted against the City by reason of damages or injury caused in whole or in part by an act or omission of Franchisee, the City shall cause written notice thereof to be given to the Franchisee and Franchisee thereupon shall have the duty to appear and defend in any such suit or action, without cost or expense to the City. No privilege or exemption shall be granted or conferred upon Franchisee by any Franchise except those specifically prescribed therein, and any use of any street shall be subordinate to any prior lawful occupancy of the street or any subsequent improvement or installation therein.

8.2 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

8.3 Bonds.

Except as expressly provided herein, Franchisee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The parties acknowledge and agree that the City may, at its sole discretion, require a corporate surety bond to secure any proposed construction, operation or maintenance plans regarding the OVS. Except as may be otherwise provided herein or

as may be required in any City ordinance, the City agrees that in no event shall it require a bond or other related surety in an aggregate amount of greater than Ten Thousand and no/100 Dollars (\$10,000.00), unless the construction estimate for the restoration or repair of any work to be performed by the Franchisee in a City Right of Way is greater than Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) as determined by the City Public Works Director. In such case, the City may require a bond or other surety for the repair and restoration of such work at one hundred fifty percent (150%) of the estimate of the cost of such work, including engineering and design as determined by the City Public Works Director. In the event that one is required in the future, the City agrees to give Franchisee at least sixty (60) days prior written notice stating the reason for the requirement.

SECTION 9. MISCELLANEOUS TERMS

9.1 Confirmation of Consistency with Federal Provisions.

The Franchisee forever agrees and acknowledges that this Franchise is consistent with the Act, and all FCC or other federal legislation and/or regulations. The Franchisee agrees that it shall not undertake any action to seek to establish that any portion of this Franchise is inconsistent with the Act, and all FCC or other federal legislation and/or regulations. If any portion of this Franchise is deemed to be inconsistent with any rule or regulation hereinafter adopted by the FCC or other federal legislation, then to the extent of the inconsistency, the rule or regulation of the FCC or other federal legislation shall control for so long, but only for so long, as such rule or regulation shall remain in effect, and the remaining provisions of this Franchise shall not thereby be affected. If that legislation, rule or regulation allows existing franchises to not be affected, then there shall be no effect to this franchise. If federal law changes, whether through legislative or rule-making action or court or administrative interpretation during the term of this Franchise, then Franchise shall be considered modified to include the same terms and conditions to which the existing cable franchisee is subject.

9.2 Right of City to Purchase.

The City reserves the right to purchase the existing System under provisions of the Act, or in the event of a judicial or foreclosure sale.

9.3 Force Majeure.

In the event that the Franchisee's or City's performance of any of the terms, conditions, obligations or requirements of this Ordinance is prevented or impaired due to any cause(s) beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof.

9.4 Severability.

Each section, subsection, or other portion of this Ordinance shall be severable and the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

9.5 Community Programming.

In the event Franchisee begins providing Cable Services within the City, the community programming requirements for the Franchisee shall be governed by FCC regulations, 47 CFR 76.1505. Under these regulations, the Franchisee is required to provide the same channel capacity as the incumbent cable operator and is required to interconnect to the incumbent cable operator or elsewhere to receive the PEG programming.

9.6 Notice.

Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

CITY OF SEDRO-WOOLLEY:	FRANCHISEE:
City of Sedro-Woolley	Black Rock Cable, Inc.
City Clerk	Attn: Bob Warshawer
325 Metcalf Street	1512 Fairview St.
Sedro-Woolley, WA 98284	Bellingham, WA 98229

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

9.7 Entire Franchise.

This Franchise and its acceptance constitutes the entire terms between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise. Any amendment to this Franchise shall only occur by mutual written agreement of the parties and amendment of this Ordinance.

Franchise Acceptance. Black Rock Cable shall execute and return to the City three original Franchise agreements. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise agreement. In the event Black Rock fails to accept this Franchise agreement, or fails to provide the required documents, this Franchise shall be null and void.

Effective Date. This Ordinance shall be effective upon execution by the Mayor following City Council approval, which shall be the date below ; provided, however, that if Black Rock Cable does not accept this Franchise and comply with all conditions for such acceptance set forth herein prior to the effective date, this Ordinance shall be null and void.

9.8 Reserved Rights.

The City reserves all rights and powers under its police powers and powers conferred by federal, state or local law. In particular the City reserves the right to alter, amend, or repeal its municipal code and cable ordinance as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest. The City agrees that by accepting this Franchise, Black Rock Cable has not waived its right to object to the application to it of actions by the City pursuant to its reserved rights or police powers.

PASSED by the City Council of the City of Sedro-Woolley this _____ day of _____, 2012. Signed by the Mayor on this _____ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

FRANCHISEE ACCEPTANCE

Franchisee expressly acknowledges that on accepting this Franchise it did so relying on its own investigation and understanding of the power and authority to grant this Franchise.

ACCEPTED this ____ day of _____, _____, subject to applicable federal, state and local law.

Black Rock Cable, Inc.

Signature:

Name: Bob Warshawer_

Title: President

Black Rock Cable is a locally-owned company providing high-speed fiber optic (dark fiber) connectivity to Whatcom, Skagit, and Snohomish counties. Our vision is to enable businesses, cities, counties, public agencies and charitable organizations to quickly, easily, and affordably connect to their clients and each other over reliable fiber optic cable networks.

We have deployed more than 232 private fiber optic cable networks connecting 933 buildings over our 818 mile long network in Whatcom, Skagit, and Snohomish counties.

The counties we serve are home to wonderful communities with incredible potential. By 'wiring' Whatcom, Skagit, and Snohomish counties, we can:

- help business succeed;
- foster a close-knit community;
- bring high-pay, low-impact jobs to our communities;
- preserve our beautiful Northwest setting.

Black Rock builds, owns and operates its own fiber optic network in [Northwest Washington](#). With fiber optic connections, businesses and organizations can access unprecedented levels of bandwidth and networking services that significantly enhance their operations. Access to fiber is a strategic asset for any business and a vital resource for communications in the communities we serve.

Black Rock offers fiber connections at huge costs savings against comparable technologies and enables our customers to access advanced networking solutions that would otherwise be out of reach.

We lease direct fiber connections for our [customers](#) who have multiple locations, who want to connect to the region's data centers and telecom carriers, and/or who simply want a direct, very high speed Internet connection. A dark fiber lease costs about the same as a two T1s, yet delivers virtually unlimited bandwidth, up to multiple Gigabits per second.

Our partners provide a range of competitive voice, data and video services for networking within our market area as well as connections to national and global destinations.

Telecommunications Carriers

AboveNet

CenturyLink

Integra

Level 3

NoaNet

Noel Communications

Spectrum Networks

tw telecom

ISPs and Data Centers

Bothell Data Services

CSS Integration and Communications

Diversint

FiberCloud

Fidalgo Networking

Kanobe

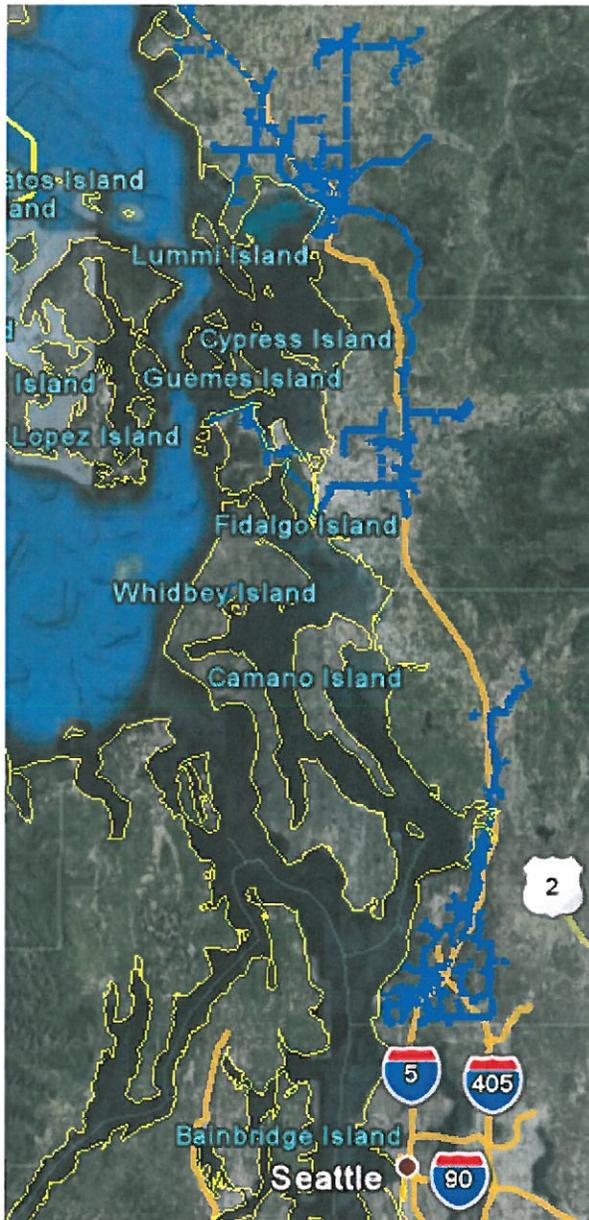
NetRiver

Northwest VOX

Wave Broadband
Zayo

OpenAccess Network Services
Pacific Crossing Harbour Pointe
PogoZone
Startouch
Wolfe Internet
WorldLink

Black Rock Fiber Network



Aerospace

- Aerospace Manufacturing Technology
 - Aviation Technical Service
 - C&D Zodiac
 - Electroimpact
 - Esterline-Korry Electronics
 - Heath Tecna
 - Jamco America
 - Janicki Industries
 - Labinal (SAFRAN)
-

Agriculture

- Dealer Information Systems
 - Farmers Equipment
 - Northwest Horticulture
 - Rader Farms
 - Sakuma Brothers
 - Skagit Gardens
 - Smith Gardens
 - Washington Bulb
-

Building Owner

- Ballard Management
 - Eiford & Eiford Development, LLC
 - Gateway Centre
 - Harris Square
 - Haskell Corporation
 - Northern Light
 - Talbot
 - University Heights Apartments
 - Viking Apartments
-

Communications

- AT&T Wireless
- BBxpress
- Bothell Data Services

- CenturyLink
 - Clearwire
 - Integra Telecom
 - Kanobe
 - KVOS
 - Mt Baker Cable
 - NoaNet
 - Noel Communications
 - Pacific Crossing Harbour Pointe
 - Pacific Northwest Net
 - San Juan Cable
 - Sound Publishing
 - Spectrum Networks
 - Thunderbird Broadband
 - T-Mobile
 - tw telecom
 - Wave Broadband
 - WCI
 - Wolfe Internet
 - Zayo
-

Construction

- CH2M Hill
 - Ferndale Ready Mix
 - Fisher Companies
 - IMCO Construction
 - Pederson Brothers
 - Snelson Companies
 - VanderPol Building Components
-

Education

- Anacortes School District
- Archbishop Murphy High School
- Arlington School District
- Bellingham School District
- Bellingham Technical College
- Burlington Edison School District
- Edmonds Community College
- Edmonds School District
- Everett Community College

- Everett School District
 - K20 Advanced Internet
 - Lakewood School District
 - Lynden School District
 - Marysville School District
 - Mt Baker School District
 - Mukilteo School District
 - Nooksack School District
 - Northwest Indian College
 - Sedro Woolley School District
 - University of Washington
 - Washington State University
 - Whatcom Community College
-

Financial

- Bank of the Pacific
- Business Bank of Skagit
- Columbia Bank
- Industrial Credit Union
- North Coast Credit Union
- Peoples Bank
- Security First Mortgage
- Skagit State Bank

"Black Rock Cable is implementing a fiber optic network to our branch locations. They have provided great service and reliability.

The fiber optic network has paved the way for us to have all of our data, voice, video and ATM traffic to be routed over a single secure network. Our network bandwidth will increase by 300 times and even 3000 times in one case. We look to the expanded network to assist the bank in providing additional service and efficiency to our branch locations."

– Eric Landon, Vice President/Systems Administrator, Skagit State Bank

- Whatcom Educational Credit Union
- Whidbey Island Bank



Government/Public

- Bellingham Chamber of Commerce
- Bellingham Housing Authority
- City of Anacortes
- City of Arlington
- City of Bellingham

- City of Blaine
- City of Bothell
- City of Burlington
- City of Everett
- City of Ferndale
- City of Lynden
- City of Lynnwood
- City of Mukilteo
- City of Sedro Woolley
- Community Transit
- Ferndale School District
- Housing Authority of Skagit County
- Lummi Nation
- Mt Baker Theatre
- North Whatcom Fire & Rescue
- Northwest Clean Air Agency
- Opportunity Council
- Orcas Power and Light
- Port of Anacortes
- Port of Bellingham
- Port of Everett
- Puget Sound Energy
- Samish Indian Nation
- Skagit County
- Skagit County Housing Authority
- Skagit Transit
- Snohomish County
- Snohomish County Fire District #1
- Sno-Isle Libraries
- State of Washington -various agencies
- Stillaguamish Tribe
- Swinomish Indian Nation
- Tulalip Tribe
- Washington DOT
- Whatcom County Library System
- Whatcom County
- Whatcom Fire District #7
- Whatcom Transit Authority

ISP

- CSS
- FiberCloud
- Fidalgo Networking

- Legoe Bay
- NetRiver
- Northwest VOX
- OpenAccess
- PogoZone
- StarTouch
- Wolfe Internet

Manufacturing

- Absorption Corp
 "Absorption Corp is running two manufacturing facilities in opposite corners of the country connected to our West Coast plant by Black Rock fiber. This service has been flawless serving the sales, marketing, financial, and operational needs for our 80 plus clients. Through this system we have direct connection to our major customer's point of sale information and EDI such as Walmart, PETCO and PetSmart. We also have direct connection to our process control systems on both Coasts. With our own fiber connection, the available bandwidth far exceeds our current and foreseeable needs."
 –Doug Ellis, President, Absorption Corp.  **Absorption Corp**
- Altair Advanced Industries
- Barleans Organic Oils
- Bioplex Nutrition
- Blue Sea Systems
- Bornstein Seafoods
- Cascade Dafo
- Core Builders
- Criterion Athletic
- Dri-Eaz
- Ershigs
- Fluke
- Greenberry
- Grizzly Imports
- Homax
- Interfor Pacific
- Johnson Outdoors
- Louws Truss
- Lynden Door
- Montigo Delray
- Mustang Survival
- Natures Path
- Nylatech
- Pacific Woodtech
- Philips Medical

- Premier Graphics
- QM Bearing
- Rane Corp
- Roland Systems
- Ryzex

"The Ryzex Group has been very pleased with the services provided by Black Rock Cable. Our project was completed on time and on budget. Keeping commitments and giving fair value is what makes customers happy, and Black Rock achieves this by doing what they say they will do, when they say they will do it."



– Jeff Greenaway, Information Technology Director, The Ryzex Group Ryzex

- Sauder Moldings
- SELCO - Terminal Forest Products
- Sensorlink
- Sicklesteel Crane
- SIS Northwest
- Superfeet
- Totally Chocolate
- West Coast Engineering
- Wireless Detection

Medical

- Cascade Medical Group
- Cascade Valley Hospital
- Community Health Centers of Snohomish Co
- Everett Clinic
- Edmonds Family Medicine
- Hoagland Pharmacy
- Interfaith Community Health Center
- Island Hospital
- Mt Baker Imaging / NW Radiologists
- Mt Baker Planned Parenthood
- North Cascade Family Physicians
- North Cascade Eye Associates
- Northwest Orthopedic Surgeons
- Northwest Urology
- Pacific Northwest Cardiology
- Peace Health
- Proliance Surgeons
- Providence Hospital
- Radia
- Sea Mar Community Health
- Seattle Children's Hospital

- Skagit Island Orthopedics
- Skagit Radiologists
- Skagit Valley Hospital
- Skagit Valley Medical Center
- Snohomish Health District
- St Joseph's Hospital
- Sterling Life Insurance
- Swedish Edmonds (Stevens Hospital)
- United General Hospital
- Visiting Nurse Home Care
- Western Washington Medical Group
- Whatcom Health Information Network (HInet)



"Black Rock Cable has proven to be responsive to our needs, and has made the stability, reliability, and performance of fiber an affordable alternative to traditional frame connections for our healthcare intranet."

– Lori Nichols, Director, Whatcom Health Information Network (HInet)

Retail

- Barron Heating
 - Blade Chevrolet
 - Camping World of Burlington
 - CB Wholesale
 - Community Food Coop
 - Dewaard & Bode
 - Haggen
 - King Volvo/Nissan
 - Lifestyles Honda
 - Lyndale Glass
 - TD Curran
 - Wilson Motors
-

Service

- A & A Contract Custom Brokers
- Bellingham Cold Storage
- Bellingham Herald
- Bellingham Linux User Group
- Bellingham Underwriters
- Birch Equipment
- Botanical Laboratories
- Builders Exchange of Washington

- Christ the King Church
- Combined Insurance
- Cornwall Church
- DREAL
- Economic Development Council of Snohomish County
- Emerald Bay Events
- Fairfield Inn
- First American Title
- Interactive Business Solutions
- Jones Moles Funeral Home
- KARI Radio Broadcasting
- K & H Integrated Print
- Larson Gross
- Mt. Baker Ski Area
- Reichardt & Ebe
- Reid Middleton
- Remax
- Rice Insurance
- Shainin
- Shuksan Business Park
- Skagit Transport
- Silver Reef Casino
- Skagit Valley Casino
- Snapper Shuler Kenner
- Sparling
- SPIE
- Synergy Marketing
- Telecom Plus
- Trans Ocean Products
- Tri County Engines
- Unity Group
- Varner Sytsma Herndon
- Walton Beverage
- Williams & Nulle CPA
- Windermere Real Estate
- Windermere Skagit
- Workforce Development Council of Snohomish Co

Technology

- 3D Corp
- Attachmate/NetIQ
- Computer Source NW
- Creative Resource Consulting

- Cypress Semiconductor
- Diversint
- Integra Group
- Logos Research
- Northwest Technology
- NW Computer & Network Solutions
- Oasys
- Old Ride
- Pier Systems
- Qualnetics
- SPIE
- Toolhouse
- Varvid
- Vocus
- Wide Orbit