

Next Ord: 1789-14  
Next Res: 893-14

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**

**January 8, 2014**

**7:00 PM**

**Sedro-Woolley Municipal Building**

**Council Chambers**

**325 Metcalf Street**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar .....1-18

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
- c. Finance
  - Claim Checks #78309 to #78373 in the amount of \$103,148.92
  - Payroll Checks #57277 to #57382 in the amount of \$262,256.19
- d. WSP Agreement No. C140825GSC, State Fire Mobilization Reimbursement
- 4. Swearing-in of newly elected officials
- 5. Swearing-in of Sergeant Harris
- 6. Skagit Valley Tulip Festival Poster Presentation
- 7. Sedro-Woolley School District Levy Presentation
- 8. Public Comment.....19

**NEW BUSINESS**

- 9. Appointment of Mayor Pro Tem 2014-2015.....21
- 10. Council Organizational Matters.....23
- 11. Interlocal Agreement between the City, County and Port regarding Northern State (*action requested*).  
.....31
- 12. SWPD Radio Infrastructure Approval (*action requested*).....43

**COMMITTEE REPORTS AND REPORTS FROM OFFICERS**

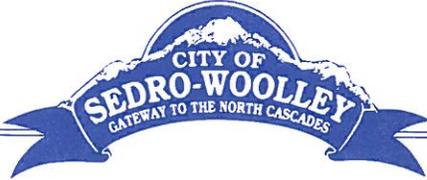
- 13. Minor contracts approved under SWMC 2.104.060 (*if any*)

**EXECUTIVE SESSION**

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

JAN 08 2014

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



DATE: January 8, 2014  
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 January 8, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

\_\_\_ Ward 1 Councilmember Kevin Loy

\_\_\_ Ward 2 Councilmember Germaine Kornegay

\_\_\_ Ward 3 Councilmember Brenda Kinzer

\_\_\_ 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.

JAN 08 2014

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

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CITY OF SEDRO-WOOLLEY  
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Regular Meeting of the City Council  
December 24, 2013 – 4:00 P.M. – City Hall Lobby

ROLL CALL: Present: Mayor Mike Anderson, Councilmembers: Kevin Loy, Tony Splane, Tom Storrs, Keith Wagoner, Rick Lemley and Brett Sandström and Councilmember Elect Kornegay. Staff: City Supervisor/Attorney Berg, Fire Chief Klinger and Police Chief Wood.

The Meeting was called to order at 4:00 P.M. by Mayor Anderson.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting
- Finance
  - Claim Checks #78217 to #78308 in the amount of \$189,333.93
  - Payroll Checks #57172 to #57276 in the amount of \$187,570.76
- Interlocal Agreement with the City of Anacortes for Reciprocal Library Borrowing – 2014
- PSE Intolight Authorization Letters for Approval
- Final Acceptance – Contract 2013-PW-26- 2013 Sanitary Sewer Replacement Project – C. Johnson Construction Inc.
- Possible Bid Award – Public Works Agreement Nos. 2014-PW-01-09 Miscellaneous On-Call Maintenance Services
- Databar, Inc. Contract for Form Production Services

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

Public Comment

No Public Comment

Mayor Anderson presented plaques to outgoing Councilmembers Tony Splane and Thomas Storrs for their years of service on the Council. They will be missed.

Councilmember Splane moved to adjourn. Seconded by Councilmember Storrs. Motion carried (6-0).

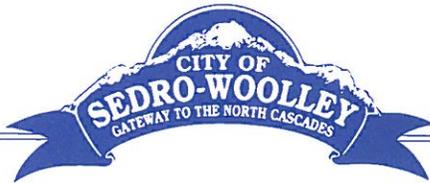
The meeting adjourned at 4:15 P.M.

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 08 2014

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

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DATE: January 8, 2014  
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 January 8, 2014.

Motion to approve Claim Checks #78309 to #78373 in the amount of \$103,148.92.

Motion to approve Payroll Checks #57277 to #57382 in the amount of \$262,256.19.

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

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2013 (Printed 01/03/2014 11:07)

PAGE 1

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78309	DATABAR	POSTAGE	SWR	1,500.00
		WARRANT TOTAL		1,500.00
78310	ACE INDUSTRIAL SUPPLY, INC.	OPERATING SUPPLIES	SWR	391.34
		WARRANT TOTAL		391.34
78311	ARAMARK UNIFORM SERVICES	MISC-LAUNDRY	ST	4.60
		MISC-LAUNDRY	ST	4.60
		LAUNDRY	SWR	8.21
		LAUNDRY	SWR	8.21
		WARRANT TOTAL		25.62
78312	ASSOC PETROLEUM PRODUCTS	AUTO FUEL	CS	123.97
		AUTO FUEL	PD	1,332.42
		AUTO FUEL/DIESEL	FD	558.18
		AUTO FUEL/DIESEL	SWR	96.68
		WARRANT TOTAL		2,111.25
78313	BANK OF NEW YORK MELLON	BOND INTEREST-G/O BONDS	GO	301.75
		WARRANT TOTAL		301.75
78314	BIAS SOFTWARE	BILLING SOFTWARE SYSTEM	SWR	556.53
		WARRANT TOTAL		556.53
78315	BOULDER PARK, INC	SOLIDS HANDLING	SWR	4,706.82
		WARRANT TOTAL		4,706.82
78316	BRANOM INSTRUMENT CO	MAINTENANCE CONTRACTS	SWR	744.57
		WARRANT TOTAL		744.57
78317	BRAT WEAR	UNIFORMS/ACCESSORIES	PD	425.77
		WARRANT TOTAL		425.77
78318	CODE PUBLISHING INC.	CODE BOOK	LGS	175.91
		WARRANT TOTAL		175.91
78319	COLEMAN, JOHN	EMPLOYEE WELLNESS	PLN	30.00
		WARRANT TOTAL		30.00
78320	COLLINS OFFICE SUPPLY, INC	SUPPLIES/BOOKS	PLN	32.11
		SUPPLIES/BOOKS	PLN	12.77
		SUPPLIES	ENG	62.84
		OFF/OPER SUPPS & BOOKS	INSP	14.31
		WARRANT TOTAL		122.03
78321	EDGE ANALYTICAL, INC.	PROFESSIONAL SERVICES	SWR	35.00
		WARRANT TOTAL		35.00
78322	ENTERPRISE OFFICE SYSTEMS	SUPPLIES	JUD	123.34
		OFFICE/OPERATING SUPPLIES	PD	9.52
		WARRANT TOTAL		132.86

CITY OF SEDRO-WOOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
 12/31/2013 (Printed 01/03/2014 11:07)

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78323	FINE GARDENING	BOOKS & MATERIALS	LIB	69.95
		WARRANT TOTAL		69.95
78324	GREAT AMERICA FINANCIAL SVCS.	REPAIR/MAINTENANCE-EQUIP	LIB	139.76
		WARRANT TOTAL		139.76
78325	H.B. JAEGER CO. LLC	MAINTENANCE OF LINES	SWR	52.01
		MAINTENANCE OF LINES	SWR	212.30
		MAINTENANCE OF LINES	SWR	106.25
		MAINTENANCE OF LINES	SWR	363.14
		MAINTENANCE OF LINES	SWR	182.94
		WARRANT TOTAL		916.64
78326	HOME DEPOT CREDIT SERVICES	REPAIRS/MAINT-BUILDING	SAN	191.22
		WARRANT TOTAL		191.22
78327	KCDA PURCHASING COOPERATIVE	OFFICE/OPERATING SUPPLIES	PD	15.32
		OFFICE SUPPLIES	FD	15.31
		WARRANT TOTAL		30.63
78328	LAZARON, JOANN	EMPLOYEE WELLNESS	PLN	20.00
		EMPLOYEE WELLNESS	ENG	20.00
		EMPLOYEE WELLNESS	INSP	20.00
		WARRANT TOTAL		60.00
78329	MARY JANES FARM	BOOKS & MATERIALS	LIB	29.95
		WARRANT TOTAL		29.95
78330	MATTERAND, SYLVIA	COMMUNITY GRANT PROGRAM	LIB	800.00
		WARRANT TOTAL		800.00
78331	MCLOUGHLIN & EARDLEY CORP	VEHICLES	PD	1,842.17
		VEHICLES	PD	1,425.56
		VEHICLES	PD	503.80
		VEHICLES	PD	388.50
		WARRANT TOTAL		4,160.03
78332	MUNICIPAL EMERGENCY SERVICES, INC.	REPAIRS/MAINT-EQUIP	FD	7,873.60
		REPAIRS/MAINT-EQUIP	FD	7,873.60
		REPAIRS/MAINT-EQUIP	FD	1,744.30
		WARRANT TOTAL		1,744.30
78333	MID-AMERICAN RESEARCH CHEM.	OPERATING SUPPLIES	SWR	515.50
		WARRANT TOTAL		515.50
78334	MOORE, JACK R.	PROFESSIONAL SERVICES	INSP	700.00
		WARRANT TOTAL		700.00
78335	MYNATT, SERENA	EMPLOYEE WELLNESS	FIN	60.00
		WARRANT TOTAL		60.00
78336	NELSON, PATSY	EMPLOYEE WELLNESS	FIN	90.00

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		WARRANT TOTAL		90.00
78337	NORTHWEST BIOSOLIDS MGMT	MISC-DUES/SUBSCRIPTIONS	SWR	470.00
		WARRANT TOTAL		470.00
78338	NORTHSTAR CHEMICAL INC.	OP SUPPLIES-CHEMICALS	SWR	1,679.08
		WARRANT TOTAL		1,679.08
78339	PEDDHAM, AMANDA	COMMUNITY GRANT PROGRAM	LIB	820.00
		WARRANT TOTAL		820.00
78340	PETTY CASH-DEBRA PETERSON	SUPPLIES	LIB	66.85
		BOOKS & MATERIALS	LIB	30.69
		WARRANT TOTAL		97.54
78341	PLATT	MAINT OF GENERAL EQUIP	SWR	14.11
		WARRANT TOTAL		14.11
78342	PUGET SOUND ENERGY	PUBLIC UTILITIES	PD	28.08
		PUBLIC UTILITIES	FD	135.28
		UTILITIES-RIVERFRONT	PK	637.28
		UTILITIES-COMMUNITY CTR	PK	194.50
		UTILITIES-SENIOR CENTER	PK	522.65
		UTILITIES-TRAIN	PK	116.62
		UTILITIES-HAMMER SQUARE	PK	266.39
		UTILITIES-BINGHAM CARETAKER	PK	61.12
		UTILITIES-BINGHAM CARETAKER	PK	22.49
		UTILITIES - OTHER	PK	10.81
		PUBLIC UTILITIES-CITY HALL	PK	2,529.19
		PUBLIC UTILITIES	CEM	79.59
		PUBLIC UTILITIES	ST	90.98
		PUBLIC UTILITIES	ST	9.64
		PUBLIC UTILITIES	ST	214.12
		PUBLIC UTILITIES	ST	790.80
		PUBLIC UTILITIES	LIB	294.35
		ADVERTISING	HOT	38.35
		PUBLIC UTILITIES	SWR	10,536.70
		PUBLIC UTILITIES	SAN	162.25
		PUBLIC UTILITIES	SWTR	145.26
		WARRANT TOTAL		16,886.45
78343	QUILTERS NEWSLETTER	BOOKS & MATERIALS	LIB	43.99
		WARRANT TOTAL		43.99
78344	RENE'S WORLD	EMPLOYEE RECOGNITION	EXE	75.81
		WARRANT TOTAL		75.81
78345	RICOH USA, INC.	REPAIRS & MAINTENANCE	PD	56.97
		REPAIRS & MAINTENANCE	PD	75.95
		EQUIPMENT LEASE	FD	75.95
		REPAIRS/MAINT-EQUIP	FD	56.97
		WARRANT TOTAL		265.84

CITY OF SEDRO-WOLLEY  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78346	SCADA & CONTROLS ENGINEERING INC	COLLECTION SERVICES	SWR	540.00
		WARRANT TOTAL		540.00
78347	SCIENTIFIC SUPPLY	OPERATING SUPPLIES	SWR	244.73
		OPERATING SUPPLIES	SWR	229.38
		OPERATING SUPPLIES	SWR	31.16
		WARRANT TOTAL		505.27
78348	SEAWESTERN FIRE FIGHTING EQUIP.	REPAIRS/MAINT-EQUIP	FD	283.69
		WARRANT TOTAL		283.69
78349	SEDRO-WOLLEY AUTO PARTS	REPAIR & MAINT - AUTO	PD	42.89
		MAINTENANCE OF LINES	SWR	12.30
		WARRANT TOTAL		55.19
78350	SEDRO-WOLLEY VOLUNTEER	SALARIES-VOLUNTEERS	FD	11,456.50
		WARRANT TOTAL		11,456.50
78351	SEVEN SISTERS, INC.	CONTRACTED OVERLAY	ST	4,756.02
		CONTRACTED OVERLAY	ST	968.69
		CONTRACTED OVERLAY	ST	121.11
		WARRANT TOTAL		5,845.82
78352	SIRCHIE FINGER PRINT	OFFICE/OPERATING SUPPLIES	PD	84.00
		WARRANT TOTAL		84.00
78353	SKAGIT COUNTY AUDITOR	MISC-FILING FEES/LIEN EXP	SWR	32.00
		MISC-FILING FEES/LIEN EXP	SAN	32.00
		WARRANT TOTAL		64.00
78354	SKAGIT COUNTY GOVERNMENT	SPILLMAN SYSTEM	PD	14,395.81
		WARRANT TOTAL		14,395.81
78355	SKAGIT COUNTY TREASURER	CRIME VCTM & WITNSS PROG	LGL	92.59
		WARRANT TOTAL		92.59
78356	SKAGIT FARMERS SUPPLY	KENNEL IMPROVEMENTS	DOG	28.15
		WARRANT TOTAL		28.15
78357	SKAGIT PUBLISHING	LEGAL PUBLICATIONS	LGS	50.00
		LEGAL PUBLICATIONS	LGS	50.00
		PROFESSIONAL SERVICES	PLN	145.00
		ADVERTISING REIMBUSEABLE	PLN	110.00
		WARRANT TOTAL		355.00
78358	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	SWR	283.26
		OFFICE SUPPLIES	SWR	7.31
		WARRANT TOTAL		290.57
78359	SUMMIT LAW GROUP	NEGOTIATIONS	EXE	2,236.00
		WARRANT TOTAL		2,236.00

WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
78360	TURNER, JACQUELIN	COMMUNITY GRANT PROGRAM	LIB	900.00
		WARRANT TOTAL		900.00
78361	TRUE VALUE	OPERATING SUPPLIES	FD	8.65
		OPERATING SUPPLIES	FD	.52
		OPERATING SUPPLIES	SWR	19.34
		WARRANT TOTAL		28.51
78362	US BANK -- PURCHASE CARDS	TRAVEL	LGS	25.00
		TRAVEL	LGS	25.00
		TRAVEL	LGS	45.00
		EMPLOYEE WELLNESS (EDUC)	EXE	40.00
		EMPLOYEE WELLNESS (EDUC)	EXE	257.69
		OFFICE/OPERATING SUPPLIES	CWP	54.93
		SMALL TOOLS/MINOR EQUIP	IT	75.73
		UNIFORMS/ACCESSORIES	PD	50.79
		MACHINERY & EQUIPMENT	PD	22.71
		MACHINERY & EQUIPMENT	PD	108.15
		MACHINERY & EQUIPMENT	PD	162.25
		SUPPLIES	LIB	35.98
		EARLY LITERACY PROGRAM	LIB	40.00
		PROGRAMMING GRANTS	LIB	73.49
		PROGRAMMING GRANTS	LIB	103.97
		TUITION/REGISTRATION	LIB	15.00
		BOOKS & MATERIALS	LIB	99.39
		MEALS/TRAVEL	SWR	26.57
		PORTABLE EQUIPMENT	SWR	70.31
		PORTABLE EQUIPMENT	SWR	86.55
		OPERATING SUPPLIES	SAN	50.47
		OFFICE SUPPLIES	SAN	118.78
		REPAIRS/MAINTENANCE	SWTR	344.90
		UNAPPLIED CASH - SUSPENSE		139.89
		WARRANT TOTAL		2,072.55
78363	UPS	POSTAGE	FD	11.95
		WARRANT TOTAL		11.95
78364	VALLEY AUTO SUPPLY	OFFICE/OPERATING SUPPLIES	CWP	15.81
		WARRANT TOTAL		15.81
78365	VERIZON WIRELESS	TELEPHONE	EXE	54.72
		TELEPHONE	FIN	54.72
		TELEPHONE	LGL	55.01
		TELEPHONE	IT	54.72
		CELL PHONES	ENG	187.49
		TELEPHONE	PD	205.03
		TELEPHONE	PD	440.11
		TELEPHONE	PD	413.38
		TELEPHONE	FD	440.11
		TELEPHONE	FD	71.60
		TELEPHONE	PK	116.25
		TELEPHONE	CEM	25.08

CITY OF SEDRO-WOLLEY  
 SORTED TRANSACTION WARRANT REGISTER  
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WARRANT	VENDOR NAME	DESCRIPTION		AMOUNT
		TELEPHONE	ST	86.27
		NEXTEL CELL PHONES	SWR	168.40
		NEXTEL CELL PHONES	SAN	116.15
		WARRANT TOTAL		2,489.04
78366	WA ST DEPT OF PROF LICEN	INTERGOV SVC-GUN PERMITS	PD	93.00
		WARRANT TOTAL		93.00
78367	WA STATE DEPT OF REVENUE	TAXES AND ASSESSMENTS	PK	17.02
		TAXES AND ASSESSMENTS	CEM	203.33
		TAXES & ASSESSMENTS	LIB	8.78
		TAXES & ASSESSMENTS	SWR	4,626.90
		TAXES & ASSESSMENTS	SAN	5,138.74
		WARRANT TOTAL		9,994.77
78368	WA STATE PATROL	ACCESS FEES	PD	534.00
		WARRANT TOTAL		534.00
78369	WA STATE TREASURER	STATE FEES	SI	3,025.03
		WARRANT TOTAL		3,025.03
78370	WA ST OFF OF TREASURER	STATE REMITTANCES-COURT		6,433.42
		WARRANT TOTAL		6,433.42
78371	WWCPA	MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		MISC-DUES/SUBSCRIPTIONS	SWR	15.00
		WARRANT TOTAL		60.00
78372	WATERCLEAR CO. INC. (THE)	SOLIDS HANDLING	SWR	129.29
		WARRANT TOTAL		129.29
78373	WOOD'S LOGGING SUPPLY INC	MAINTENANCE OF LINES	SWR	8.71
		WARRANT TOTAL		8.71
		RUN TOTAL		103,148.92

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
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FUND	TITLE	AMOUNT
001	CURRENT EXPENSE FUND	49,139.08
101	PARK FUND	4,494.32
102	CEMETERY FUND	308.00
103	STREET FUND	7,046.83
105	LIBRARY FUND	3,572.15
108	STADIUM FUND	38.35
109	SPECIAL INVESTIGATION FUND	3,025.03
111	DOG FUND	28.15
230	1996 G/O BOND REDEMPTION FUND	301.75
401	SEWER FUND	28,755.60
412	SOLID WASTE FUND	5,809.61
425	STORMWATER	490.16
621	SUSPENSE FUND	139.89
TOTAL		103,148.92

CITY OF SEDRO-WOLLEY  
SORTED TRANSACTION WARRANT REGISTER  
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DEPARTMENT	AMOUNT
001 000 000	6,433.42
001 000 011	370.91
001 000 012	123.34
001 000 013	2,664.22
001 000 014	204.72
001 000 015	218.34
001 000 017	130.45
001 000 018	123.97
001 000 019	349.88
001 000 020	270.33
001 000 021	22,656.18
001 000 022	14,859.01
001 000 024	734.31
FUND CURRENT EXPENSE FUND	49,139.08
101 000 076	4,494.32
FUND PARK FUND	4,494.32
102 000 036	308.00
FUND CEMETERY FUND	308.00
103 000 042	7,046.83
FUND STREET FUND	7,046.83
105 000 072	3,572.15
FUND LIBRARY FUND	3,572.15
108 000 019	38.35
FUND STADIUM FUND	38.35
109 000 021	3,025.03
FUND SPECIAL INVESTIGATION FUND	3,025.03
111 000 021	28.15
FUND DOG FUND	28.15
230 000 082	301.75
FUND 1996 G/O BOND REDEMPTION FUND	301.75
401 000 035	28,755.60
FUND SEWER FUND	28,755.60
412 000 037	5,809.61
FUND SOLID WASTE FUND	5,809.61
425 000 031	490.16
FUND STORMWATER	490.16
621 000 000	139.89
FUND SUSPENSE FUND	139.89
TOTAL	103,148.92

JAY INSLEE  
Governor



JOHN R. BATISTE  
Chief

STATE OF WASHINGTON  
WASHINGTON STATE PATROL

General Administration Building • PO BOX 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • [www.wsp.wa.gov](http://www.wsp.wa.gov)

December 16, 2013

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 08 2014

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

Chief Dean Klinger  
Sedro Wooley Fire Department  
325 Metcalf Street  
Sedro-Woolley WA 98284

Dear Chief Klinger:

Subject: WSP Agreement No. C140825GSC, State Fire Mobilization Reimbursement

Enclosed are two originals of an interagency agreement between the Washington State Patrol and your organization to allow reimbursement of fire mobilization costs per the Washington State Fire Services Resource Mobilization Plan. If you anticipate providing career firefighters and/or equipment under the plan, please have an approved representative of your organization sign these originals and return them to the following:

Budget and Fiscal Services  
Washington State Patrol  
PO Box 42602  
Olympia WA 98504-2602

You are required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

A fully signed original will be returned to you for your records. Please contact Ms. Pat Hill at (360) 596-4076 or via e-mail at [pat.hill@wsp.wa.gov](mailto:pat.hill@wsp.wa.gov) if you have any questions or concerns regarding this agreement.

Sincerely,

A handwritten signature in blue ink that reads "Patricia Hill" with "for:" written below it.

Mr. Robert L. Maki, CFE, CGFM  
Budget and Fiscal Services

RLM:pgh  
Enclosures



INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
WASHINGTON STATE PATROL  
AND  
SEDRO WOOLEY FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Sedro Wooley Fire Department, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on January 1, 2014 and ends on December 31, 2018 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties

shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief Dean Klinger of the Fire Agency, and Assistant State Fire Marshal Paul Perz of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
  1. Applicable federal and state statutes and regulations;
  2. Terms and Conditions contained in this Agreement
  3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

For the Washington State Patrol:

For the Sedro Wooley Fire Department:

\_\_\_\_\_  
FOR: John R. Batiste, Chief

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

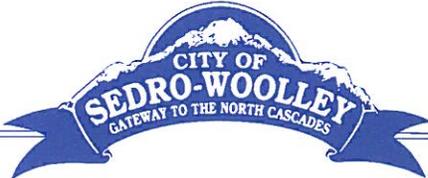
\_\_\_\_\_  
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

JAN 08 2014

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

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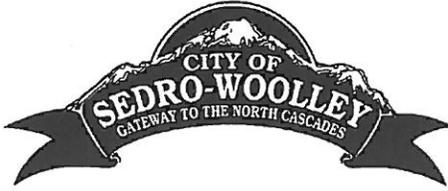


SUBJECT: PUBLIC COMMENT

Name:  
Address:  
Narrative:

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 08 2014



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor & Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Appointment of Mayor Pro Tem  
DATE: January 8, 2014

ISSUE: The Council is required to appoint a mayor pro tem.

BACKGROUND: RCW 35A.12.065 requires the Council to select a mayor pro tem biennially or periodically for a stated term of service.<sup>1</sup> The Council's last appointed mayor pro tem's term ended December 31, 2013 (Tom Storrs).

Because this is the beginning of a new biennial period, the Council must take action to appoint a mayor pro tem for 2014 and 2015 or such other term as the Council may desire. Any member of the council is eligible for this appointment.

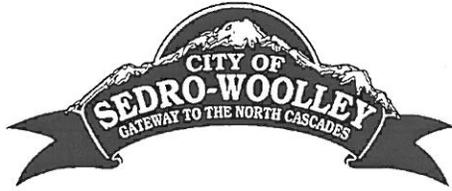
RECOMMENDATION: Motion to appoint Councilmember \_\_\_\_\_ to serve as mayor pro tem from now until the end of 2015 or until a successor mayor pro tem is appointed.

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<sup>1</sup> RCW 35A.12.065: Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor.

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 08 2014



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

CITY OF SEDRO-WOOLLEY

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

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Organizational matters  
DATE: January 8, 2014

ISSUE: Following the formation of a new council, several issues are usually addressed by the new council.

BACKGROUND: With the start of a new council, you have a few issues to address:

1. Attached is the Mayor's draft list of committee assignments.
2. Also attached is a copy of the council's most recent mission, vision and goals. This is provided for your information and in case you desire to make any changes or updates.
3. Normally following the formation of a new council, the council meets in a retreat to update those goals and to create new goals for the council's work. Do you want to schedule a retreat?
4. The city usually sends representatives to the Association of Washington Cities' Legislative Acton Conference. This year it is on January 29<sup>th</sup> and 30<sup>th</sup> in Olympia. We were thinking of passing on the conference this year, but if members of the council feel strongly about participating, we can make those arrangements. Are you interested?
5. Finally, also attached is the city calendar for the next year.

RECOMMENDATION: Provide any guidance to staff for follow up work as desired.

**COMMITTEE ASSIGNMENTS  
2014**

**Public Safety**

Hugh Galbriath, Chair  
Brett Sandström  
Rick Lemley

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**Utilities**

Keith Wagoner, Chair  
Hugh Galbraith  
Rick Lemley

**Finance & Personnel**

Brett Sandström, Chair  
Keith Wagoner  
Brenda Kinzer

**Parks & Recreation**

Germaine Kornegay, Chair  
Brett Sandström  
Kevin Loy

**Planning**

Rick Lemley, Chair  
Germaine Kornegay  
Kevin Loy

**Business  
Development**

Kevin Loy, Chair  
Keith Wagoner  
Brenda Kinzer

**Mayor Pro-tem**

TBD

## ***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.***

## ***OUR MISSION AS A CITY:***

***To provide services and opportunities which create a Community where people choose to live work and play.***

## ***Critical Goals and Objectives (Not in order of priority):***

### ***Business, Community & City Partnership.***

- Create atmosphere for businesses and developers to succeed in Sedro-Woolley.
- Partner with Chamber of Commerce, School District & Hospital.
- Partnership for Recreation.
- Revitalize Northern State Property.
- Expand tourism.
- Partner with other Governments & Tribe.
- Create sources of revenue beyond existing tax base to enhance city services.
- Business recruitment.

### ***Promote Economic Development.***

- Improve our image.
- Make City Government more user friendly.
- Educate and inform Citizens about the Goals and Vision.
- Develop predictable processes.
- Market our City.
- Establish a Performing Arts Center.

### ***Infrastructure Investments.***

- Improve traffic mobility & safety through city.
- Encourage repair to the downtown buildings.
- Fund & construct SR 20 Corridor Freight Mobility & Revitalization Project.
- Complete SR 9 sidewalk improvements.
- Repair and expand sidewalks in existing neighborhoods.

- Maintain city streets.
- Make targeted investments in infrastructure to support future development.

### ***Service Productivity & Innovation.***

- Streamline the permitting processes.
- Expand Fire and Police Services.

### ***Innovative Recreational Development.***

- Expand recreational opportunities – Parks.
- Parks – Northern State Recreation Area – commence improvements.  
Provide youth activities.

### ***Quality of Life.***

- Increase police department staffing to effectively combat neighborhood nuisance and petty crime issues.

2014 City Council and Planning Commission Meeting Dates  
All Meetings are open to the public

Time & Location:

**City Council meetings** – 7:00 P.M., Council Chambers, 325 Metcalf Street

**Planning Commission meetings** – 6:30 P.M., Council Chambers, 325 Metcalf Street

**City Council worksessions** – 7:00 P.M., Public Safety Training Room, 325 Metcalf Street

January 8 – Council meeting

January 21 – Planning Commission meeting

January 22 – Council meeting

July 9 – Council meeting

July 15 – Planning Commission meeting

July 23 – Council meeting

February 5 – Joint Council & PC worksession

February 12 – Council meeting

February 18 – Planning Commission meeting

February 26 – Council meeting

August 13– Council meeting

August 19 – Planning Commission meeting

August 27 – Council meeting

March 5 – Council worksession

March 12 – Council meeting

March 18 – Planning Commission meeting

March 26 – Council meeting

September 3 – Joint Council & PC worksession

September 10 – Council meeting

September 16 – Planning Commission meeting

September 24 – Council meeting

April 2 – Council worksession

April 9 – Council meeting

April 15 – Planning Commission meeting

April 23 – Council meeting

October 1 – Council worksession

October 8 – Council Meeting

October 21 – Planning Commission meeting

October 22 – Council Meeting

May 7 – Council worksession

May 14 – Council meeting

May 20 – Planning Commission meeting

May 28 – Council meeting

November 5 – Council Worksession

November 12 – Council meeting

November 18 – Planning Commission meeting

November 25 – Council meeting (TUESDAY)

June 11 – Council meeting

June 17 – Planning Commission meeting

June 25 – Council meeting

December 3 – Council worksession

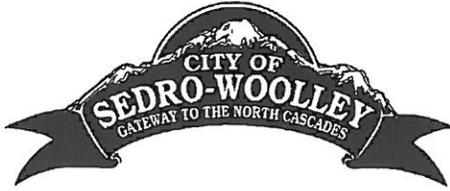
December 10 – Council meeting

December 16 – Planning Commission meeting

December 23– Council meeting (TUESDAY @ 4 PM)

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 08 2014



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. \_\_\_\_\_ 325 Metcalf Street

Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor/City Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Interlocal Agreement between the City, County and Port regarding Northern State  
DATE: January 8, 2014

ISSUE: Should the Council approve the attached interlocal agreement and authorize the Mayor to sign it?

BACKGROUND: For the past several years, the City has been working on redevelopment of the North Cascades Gateway Center into something that is more of an economic center for eastern Skagit County. The attached interlocal agreement establishes a partnership between the Port of Skagit, Skagit County and the City to continue this effort. Specifically, the parties would work together to assess the current structures, engage the community in some planning and evaluate options for redevelopment in the future. The Port and the County have each budgeted \$25,000 for this effort; we budgeted \$5,000 and would additionally contribute in-kind support.

The Port has taken the lead on seeking grant funds to begin this effort, using the parties' cash contributions as match. Timing is an issue as the process coincides with the legislative session that begins later this month. For this reason, the Port has already executed the agreement, and if possible, I am asking the City Council to approve it tonight. A written partnership between the three parties will be a powerful message to the state as we seek to improve the economic climate by working together for a more successful Northern State redevelopment project.

REQUEST FOR ACTION:

1. Motion to authorize the Mayor to sign the attached interlocal agreement with the Port of Skagit and Skagit County regarding Northern State.

**INTERLOCAL AGREEMENT  
REGARDING NORTHERN STATE**

THIS INTERLOCAL AGREEMENT REGARDING NORTHERN STATE (“**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “**Effective Date**”), by and between the PORT OF SKAGIT COUNTY (“**Port**”), SKAGIT COUNTY (“**County**”) and the CITY OF SEDRO-WOOLLEY (“**City**”) (hereinafter referred to individually each as the “**Party**” and collectively as the “**Parties**”).

**RECITALS**

A. RCW 39.34.010 envisions that local government will cooperate with the goal of providing services and facilities that meet the needs of the community.

B. RCW 39.34.080 authorizes public agencies to enter contracts with one another to “perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.”

C. Each of the Parties to this Agreement desires to create a cooperative relationship aimed at joint review and study of the Northern State property located in Skagit County (“**Northern State**”), with the goal of establishing a collective, long-range vision for Northern State that will meet the needs of the community served by the Parties.

D. Northern State, as defined herein, consists of two landholdings. The County owns 671 acres, including an alluvial fan and wetlands on which significant habitat restoration has been performed (the “**County Property**”). The County Property is subject to a restriction on deed, requiring that the County Property be used in perpetuity for “outdoor public recreational purposes.”

E. The State of Washington owns 225 acres, which includes a variety of buildings, some of which are subject to existing long-term leases with third-party tenants (the “**State Property**”). Taken together, the State Property and the County Property are referred to herein as “Northern State”.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants in this Agreement, the Parties agree as follows:

1. **Parties.** The Parties’ respective roles with respect to Northern State, as of the date of this Agreement, are as follows:

a. **Port.** The Port does not presently own or manage any part of Northern State, but it has been asked by the other Parties to consider playing a

leadership role with respect to the future plans for Northern State and possibly serve as landlord of Northern State.

- b. **County.** The County is expected to play a role in overseeing the protection of Hanson Creek, determining whether the proposed use of the County Property is consistent with the restriction on deed, and whether the proposed use of the Property is consistent with County laws and regulation.
- c. **City.** Presently none of Northern State is within the City's boundaries. The City is expected to play a role in advancing the coordination of future permitting and zoning of Northern State, working with the other Parties to do so. The City is also expected to evaluate the possible partial annexation of Northern State to the City and the extension of utilities and services to Northern State, including power, water and sewer.

2. **Administration.** Pursuant to the authority granted by Chapter 39.34, the Parties hereby designate and appoint the Executive Director of the Port as "Administrator" hereof. The Administrator will be responsible for carrying out the terms and conditions of this Agreement. The County Administrator and the City Supervisor/City Attorney of the City will serve as the "County Representative" and the "City Representative," respectively. Regularly during the term of this Agreement, the Administrator will consult with the County and City Representatives concerning the activities authorized hereby. The Parties may appoint an oversight committee comprised of at least one, but not more than two members or representatives from each of the Parties, to work on one or more particular area(s) of study and/or to review and monitor the progress of the work provided for in this Agreement.

3. **Goals.** The Parties' collective goals under this Agreement, and with respect to Northern State itself, are to work together to explore their long-range vision for Northern State, to retain local ownership of Northern State and to, more specifically:

- a. Encourage the private sector to create and sustain jobs at Northern State benefitting all of Skagit County and its citizens and that are compatible with following goals;
- b. Continue and promote public recreational use of Northern State;
- c. Protect the environmentally sensitive areas of Northern State, in particular Hanson Creek; and
- d. Acknowledge and protect the historic significance of Northern State to the local community, the wider region and the State of Washington.
- e. Acknowledge and respect the neighboring Upper Skagit Indian Tribal Nation's interests in Northern State.

4. **Assumptions.** In entering into this Agreement the Parties have made the following collective assumptions which will serve as a framework for this Agreement, their review of Northern State, and their decision-making:

- a. The Parties' goal is that Northern State will remain in local, public ownership with sustained public use;
- b. Northern State is a unique, large and diverse property with a number of challenges and opportunities. Each of the Parties will have an opportunity to gather information, study, review, discuss and analyze with both one another and others the features and conditions of Northern State, as well as review possible uses and the manner in which such uses align with the Parties' long-term vision and goals for Northern State;
- c. The Parties will have an opportunity to conduct suitability, feasibility and entitlement reviews of Northern State and, as they proceed through these phases, will share their findings with one another and with others;
- d. The Parties will each share in the expenses arising from this Agreement, including consultant and professional fees and costs, as provided for in this Agreement as may be amended from time to time; and
- e. Prior to making any commitment to move forward with respect to a different structure of ownership or leasehold interest in Northern State and different uses and development models, the Parties will undertake a thorough study of Northern State as envisioned by this Agreement, which will include involvement of the public in the decision-making process.

5. **Purpose.** On behalf of the Parties, the Administrator will carry out the Parties' goals as set forth in Section 3 above. In doing so, the Parties and Administrator shall engage in the following activities, with the collective goal of understanding the nature and condition of Northern State. Such review will include, but is not limited to, the following:

a. **Property Assessment.**

i. A review of the existing structures and improvements at Northern State for the purposes of assessing their safety, usability, feasibility and cost to maintain, as well as to determine which structures should be preserved and maintained, and which should be destroyed;

ii. A review of the landscaping, lay-out and design of Northern State, taking into consideration their historical significance as well as future and proposed uses of Northern State, including action required to protect environmentally sensitive areas of Northern State;

iii. A review of the topographical, wetlands, sensitive areas, environmental, geotechnical, historical and archeological aspects of Northern State, which will include, but is not be limited to, procuring environmental soils reports, geotechnical reports, critical area assessment reports, archeological reports, building inspections, master planning and other similar reports and studies;

iv. A review of Hanson Creek, its alluvial and surrounding areas as they may relate to Northern State;

v. A review of existing and necessary infrastructure, utilities, storm water, and building and development regulations and access;

vi. A review of the historical significance of Northern State and its role, including future role, in the community;

vii. A title review and surveys with respect to Northern State which will include the boundaries, existing uses, existing leases, licenses, rights, restrictions and easements affecting Northern State and its use;

viii. A review of the economic and fiscal benefits of local ownership of Northern State and possible future uses and purposes of Northern State, consistent with the Parties' collective long-term vision;

ix. A review of the costs associated with owning, maintaining, leasing and developing Northern State, which will include an analysis of capitalization and financing of any future projects, and expected economic return to the Parties and the communities they serve; and

x. The preparation and implementation of a communication plan to seek input and convey information with the communities that the Parties serve.

b. **Engagement of Consultants.** Engage consultants from time to time as deemed necessary or appropriate by the Parties and the Administrator to assist them in evaluating Northern State as well as various models, strategies and joint actions considered by the Parties and the Administrator.

c. **Opportunities for Ownership, Use, Management, Recreation, Job Creation and Development.** Cooperate now and in the future regarding opportunities for joint and local ownership of Northern State and cooperative arrangements with respect to its use, maintenance, development and creation of jobs and other benefits to serve the people and communities served by the Parties and to realize cost savings and local control of Northern State.

- d. **Long-Term Administrative Oversight.** The Parties will cooperatively consider and facilitate the appropriate method and funding for the long-term management and administration of Northern State.

6. **Term and Termination.** This Agreement takes effect on the Effective Date and continues through December 31, 2015. Thereafter, this Agreement will automatically extend for additional terms of one year each, unless one Party provides notice to the other Parties of its intent to withdraw from the Agreement no later than sixty (60) days prior to the end of the then-current term. The initial term and each subsequent term are subject to earlier termination by any Party, at any time with or without cause, upon providing sixty (60) days' notice to the other Party.

7. **Powers.** The Parties, acting through the Administrator, have the following powers in carrying out the purposes of this Agreement:

- a. To make and enter into contracts and agreements within the scope of its authority as Administrator;
- b. To retain and terminate agents and independent contractors as they deem to be necessary; and
- c. To have and exercise all other powers necessary to carry out the purposes of this Agreement subject to any restrictions imposed by RCW Chapter 39.34.

8. **Scope of Authority.** No Party has any independent authority to direct the management of the other Parties' activities under this Agreement nor, unless authorized in writing by the other Parties, the joint activities of the Parties hereunder. Neither Party has any authority to bind or to act for or to assume any obligations or responsibilities on behalf of the other Parties.

9. **Property.** The Parties will not acquire personal or real property pursuant to this Agreement. Any funds required to carry out the purposes of this Agreement will, by agreement of the Parties, be held in the name of one of the Parties for payment as approved by the Parties. Upon termination of this Agreement, the Administrator will distribute among the Parties any funds held pursuant to this Agreement in such proportions as agreed to by the Parties.

10. **Budget; Funding.** The Administrator will establish a budget for the activities necessary to carry out Phase I of this Agreement. A cost sharing/time schedule for Phase I is attached as **Exhibit A**. Any costs incurred by the Administrator on behalf of the Parties, including, but not limited to, the cost of carrying out the activities described in this Agreement, will be allocated among the Parties on the basis of a methodology to be determined by the Parties.

11. **Notices.** Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement must be in writing and will be deemed to have

been given upon receipt when personally delivered; the next day when sent by overnight courier; or when made via United States mail, three (3) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices must be addressed to the Parties at the addresses set forth below or at such other address specified by notice by one Party to the other Parties.

If to the Port of Skagit County:

Port of Skagit County  
15400 Airport Drive  
Burlington, Washington 98233  
Attn: Executive Director

If to Skagit County:

Skagit County  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273  
Attn: County Administrator

If to the City of Sedro-Woolley:

City of Sedro-Woolley  
Sedro-Woolley City Hall  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Attn: City Supervisor and City Attorney

**12. Entire Agreement/Modification.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions with respect to the subject matter of this Agreement. This Agreement may be supplemented by additional agreements executed by the Parties, or may be amended or modified by written agreement signed by the Parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the responsibilities of the Administrator.

**13. Applicable Law.** This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington. Any dispute or proceeding arising out of this Agreement shall be filed in the Superior Court of the State of Washington for Skagit County.

**14. Attorneys' Fees.** The prevailing Party in any dispute, whether or not suit is brought, or in any action to interpret, collect or enforce this Agreement, is entitled to its reasonable attorneys' fees and costs, in addition to any other remedies, which will be paid by the non-prevailing Party promptly on demand. "Attorneys' fees" as used in this Section includes

services rendered at both the trial and appellate levels as well as services rendered subsequent to judgment in obtaining execution thereon.

15. **Assignment.** This Agreement is personal to the Parties. No Party to this Agreement may assign its rights or obligations hereunder.

16. **Authorization.** Each Party represents and warrants to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

17. **Independent Review.** This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

18. **Severability.** In the case any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will in any way be affected thereby.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together constitute one and the same instrument.

20. **Recording/Web Site Notice.** Each Party will post this Agreement on its web site or will, at its own expense, record this Agreement with the Skagit County Auditor as required by RCW 39.34.040.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date set forth above.

**PORT OF SKAGIT**

**CITY OF SEDRO-WOOLLEY**

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

Its: \_\_\_\_\_

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Sharon D. Dillon, Chair

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

Attest:

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

**EXHIBIT "A"**  
**COST SHARING SCHEDULE**

Port of Skagit	\$25,000
Skagit County	\$25,000
City of Sedro-Woolley	\$5,000*

\*plus in-kind work to include review of rights-of-way, utilities, permitting, National Guard needs, and any other tasks as agreed to by the group including coordination of site access, etc., totaling approximately \$20,000.

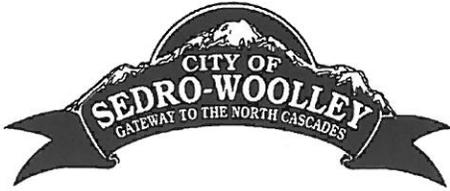
**TIME SCHEDULE**

December 31, 2013	Sign Interlocal Agreement	Port of Skagit
December 31, 2013	Submit grant application to DOE	State of Washington
January 22, 2014	Sign Interlocal Agreement	City of Sedro-Woolley
January 27, 2014	Sign Interlocal Agreement	Skagit County

Regular monthly meetings of the Parties will be held on the 4<sup>th</sup> Thursday of the month during 2014. The first meeting will be held at the Port of Skagit on January 23, 2014.

CITY COUNCIL AGENDA  
REGULAR MEETING

JAN 08 2014



7:00 P.M. COUNCIL CHAMBERS Sedro-Woolley Municipal Building  
AGENDA NO. 12

**CITY OF SEDRO-WOOLLEY**

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

Eron M. Berg  
City Supervisor & Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: SWPD radio infrastructure  
DATE: January 8, 2014

ISSUE: Should the Council authorize staff to move forward with implementation of the SWPD radio infrastructure upgrade to address radio deficiencies within the city limits?

BACKGROUND: Attached are the following documents for your review:

1. SWPD law enforcement communications system improvement plan (prepared by Mike Voss, Skagit 911);
2. Quote from Lattice Communications for a used shelter; and
3. Mitigated determination of non-significance for the SBA cell tower dated November 9, 2001.

The SWPD has been dealing with radio deficiencies that impact their ability to contact dispatch at times. Those communications deficiencies are related to a variety of factors including: type of radio (portable or base units), location within the city, frequency assigned at the time of the call (SWPD piggybacks on either the Sheriff's frequency or Burlington PD's frequency), weather, call volume, positioning of the radio antennae in relation to the tower, etc. All of these problems were exacerbated by the federal mandate to narrow-band the radios. The issue that we are working to solve is the fundamental need for an officer at the scene of a call to quickly and clearly reach dispatch.

When the cities and counties consolidated dispatch in the late 1990's, SWPD transferred its frequency and repeater to dispatch for use by the "system". It turns out, however, that the radio infrastructure part of the dispatch system was never actually consolidated. Anacortes, Burlington, Mount Vernon and the Sheriff's office all own their own frequencies and repeaters. Sedro-Woolley is assigned to piggy-back on either the Sheriff's frequency (Lyman hill, see coverage maps in report) or Burlington's frequency (Burlington hill, see coverage maps in report). Both frequencies have significant portions of the city that are marginal or poor for portable radios.

Mike Voss (Skagit 911) developed a couple of options in the attached plan: Option 1 would add a voting receiver to the SBA cell tower on Dukes Hill, and Option 2 would add a new frequency and repeater at Dukes Hill. Option 1 is problematic as the frequency is owned by Burlington and would require additional costs to upgrade equipment in the city of Burlington to work with the new voting receiver. Option 2 provides the best coverage from Dukes Hill with a new frequency pair that would be owned by the SWPD.

The cost for Option 2, with the generator and fiber optic link to dispatch is estimated at \$155,000. This project was not included in the 2014 budget and if authorized by the council will require a budget amendment. The proposed source of funds for this project would be the proceeds of an interfund loan from Fund 410 sewer facilities reserve fund. We will also seek some grant funding from Homeland Security funds and believe that some dollars will be available, but probably no more than 10-20% of the project costs. It is also possible that the purchase and installation of the generator and/or the fiber connection may be deferred into the future thereby reducing the 2014 costs.

The issue for tonight is the availability of the reconditioned shelter. A new shelter costs about \$40,000, but Mike Voss has sourced two shelters at a cost of \$7,500 each with shipping of \$10,000. He is working with the west side project on one and if we purchase at the same time, we can split the shipping and save \$5,000.

If you authorize staff to proceed with this project tonight, we will proceed cautiously prior to obligating the full funds.

RECOMMENDATION: MOTION to authorize staff to proceed with the SWPD radio infrastructure project, including the purchase of one used shelter as identified in the attached quotation.

# **Sedro-Woolley Police Department Law Enforcement Communications System Improvement Plan**



**December 11<sup>th</sup>, 2013**

Plan Prepared by:

Mike Voss – Skagit 911

## **BACKGROUND**

The Sedro-Woolley Police Department currently uses either the Skagit County Sheriff's Office (SCSO) Lyman repeater or the Burlington Police Department's (BPD) Burlington Hill Repeater for mission critical law enforcement communications. Since the Sedro-Woolley Police Department does not have their own communications infrastructure they are essentially at the mercy of the SCSO and BPD when it comes to use of these systems for radio communication.

Neither system provides adequate public safety grade radio coverage for mission critical law enforcement communications in the City of Sedro-Woolley. The Sedro-Woolley Police department has expressed the need to examine what alternatives exist for providing public safety grade radio coverage for mission critical law enforcement communications.

## **ANALYSIS**

Radio propagation analysis demonstrates that the current radio sites at Lyman and Burlington Hill have portable radio coverage short comings in the City of Sedro-Woolley. Further analysis demonstrates the need for voting receivers placed in a strategic location in Sedro-Woolley in order to bring coverage up to public safety grade reliability.

Two sites were examined for this purpose. The first site was the hose tower at the Sedro-Woolley Fire Department and the second site was the cell tower at Duke's Hill. Analysis of both sites indicates that Duke's Hill would provide optimal coverage.

With the current situation and needs of the SWPD carefully analyzed there are two solutions that best meet the needs for public safety grade communications.

### **OPTION 1 – ADDING VOTING RECEIVERS FOR SCSO AND BPD AT DUKE'S HILL**

This option meets the need for public safety grade radio coverage but does not address the issue of using radios systems that SWPD does not have ownership in. However, it is presented as a viable option.

This option would involve installing a communications shelter, generator, antennas and feedline, and necessary radio equipment at the Duke's Hill Radio Site. Voting comparators would need to be installed at Skagit 911. As a side note voting receivers

do not require FCC licensing. The voter audio traffic would be routed back to Skagit 911 in one of two ways: 1) phone lines, or 2) fiber optic cable. The latter means increases initial capital costs but builds in the ability to expand the site for other public safety uses without adding additional phone line costs.

Costs for a phone line operated system are as follows:

<b>PROJECT NAME:</b>	<b>SWPD Voters with Generator</b>	
<b>PROJECT CODE:</b>	<b>2014-UHF-02-SWPD</b>	
	<b>One Time Costs</b>	<b>Recurring Costs</b>
<b>Equipment/Parts Cost</b>	\$48,397.07	
<b>Microwave</b>	\$0.00	
<b>Fiber Construction</b>	\$0.00	
<b>T-1 Construction</b>	\$0.00	
<b>Phone Line Construction</b>	\$1,000.00	450/month
<b>Shelter</b>	\$15,000.00	
<b>Generator</b>	\$28,000.00	
<b>Tower Crew</b>	\$4,000.00	
<b>FCC Licensing</b>	\$0.00	
<b>Permits</b>	\$0.00	
<b>Site Preparation</b>	\$10,000.00	Shelter Installation
<b>Labor Costs</b>	\$3,270.00	
<b>Contingency</b>	\$5,000.00	
<b>Estimated Project Cost</b>	<b>\$114,667.07</b>	
<b>Notes:</b> All prices include sales tax		

As an option the generator could be installed at a later time and a large battery bank substituted to keep things operating during a power outage. Also, the shelter would be equipped with a generator plug for hook-up to a portable generator.

<b>PROJECT NAME:</b>	<b>SWPD Voters no Generator</b>	
<b>PROJECT CODE:</b>	<b>2014-UHF-02-SWPD</b>	
	<b>One Time Costs</b>	<b>Recurring Costs</b>
<b>Equipment/Parts Cost</b>	\$52,128.14	
<b>Microwave</b>	\$0.00	
<b>Fiber Construction</b>	\$0.00	
<b>T-1 Construction</b>	\$0.00	
<b>Phone Line Construction</b>	\$1,000.00	450/month
<b>Shelter</b>	\$15,000.00	
<b>Generator</b>		
<b>Tower Crew</b>	\$4,000.00	
<b>FCC Licensing</b>	\$0.00	
<b>Permits</b>	\$0.00	
<b>Site Preparation</b>	\$8,000.00	Shelter Installation
<b>Labor Costs</b>	\$3,270.00	
<b>Contingency</b>	\$5,000.00	
<b>Estimated Project Cost</b>	<b>\$88,398.14</b>	
<b>Notes:</b>	All prices include sales tax	

**OPTION 2 – ADDING A REPEATER FOR SWPD AT DUKE’S HILL**

This option meets the need for public safety grade radio coverage and addresses radio system ownership.

This option would involve installing a communications shelter, generator, antennas and feedline, and necessary radio equipment at the Duke’s Hill Radio Site. Repeater control audio traffic would be routed back to Skagit 911 in one of two ways: 1) phone lines, or 2) fiber optic cable. The latter means increases initial capital costs but builds in the

ability to expand the site for other public safety uses without adding additional phone line costs.

Costs for this project are as follows:

<b>PROJECT NAME:</b>	<b>SWPD Repeater with Generator</b>	
<b>PROJECT CODE:</b>	<b>2014-UHF-02-SWPD</b>	
	<b>One Time Costs</b>	<b>Recurring Costs</b>
<b>Equipment/Parts Cost</b>	\$37,446.43	
<b>Microwave</b>	\$0.00	
<b>Fiber Construction</b>	\$0.00	
<b>T-1 Construction</b>	\$0.00	
<b>Phone Line Construction</b>	\$1,000.00	450/month
<b>Shelter</b>	\$15,000.00	
<b>Generator</b>	\$28,000.00	
<b>Tower Crew</b>	\$4,000.00	
<b>FCC Licensing</b>	\$2,000.00	
<b>Permits</b>	\$0.00	
<b>Site Preparation</b>	\$10,000.00	Shelter/Gen Installation
<b>Labor Costs</b>	\$3,270.00	
<b>Contingency</b>	\$5,000.00	
<b>Estimated Project Cost</b>	<b>\$105,716.43</b>	
<b>Notes:</b> All prices include sales tax		

As an option the generator could be installed at a later time and a large battery bank substituted to keep things operating during a power outage. Also, the shelter would be equipped with a generator plug for hook-up to a portable generator.

<b>PROJECT NAME:</b>	<b>SWPD Repeater no Generator</b>	
<b>PROJECT CODE:</b>	<b>2014-UHF-02-SWPD</b>	
	<b>One Time Costs</b>	<b>Recurring Costs</b>
<b>Equipment/Parts Cost</b>	\$40,821.07	
<b>Microwave</b>	\$0.00	
<b>Fiber Construction</b>	\$0.00	
<b>T-1 Construction</b>	\$0.00	
<b>Phone Line Construction</b>	\$1,000.00	450/month
<b>Shelter</b>	\$15,000.00	
<b>Generator</b>		
<b>Tower Crew</b>	\$4,000.00	
<b>FCC Licensing</b>	\$2,000.00	
<b>Permits</b>	\$0.00	
<b>Site Preparation</b>	\$8,000.00	Shelter installation
<b>Labor Costs</b>	\$3,270.00	
<b>Contingency</b>	\$5,000.00	
<b>Estimated Project Cost</b>	<b>\$79,091.07</b>	
<b>Notes:</b>	All prices include sales tax	

**FIBER OPTIC BACKHAUL COSTS**

In order to accomplish the control of the radios proposed in either option 1 or option 2 via fiber optic cable these additional costs would be incurred:

<b>PROJECT NAME:</b>	<b>SWPD fiber optic backhaul</b>	
<b>PROJECT CODE:</b>	<b>2014-UHF-02-SWPD</b>	
	<b>One Time Costs</b>	<b>Recurring Costs</b>
<b>Equipment/Parts Cost</b>	\$45,669.37	
<b>Microwave</b>	\$0.00	
<b>Fiber Construction</b>	\$0.00	
<b>T-1 Construction</b>	\$0.00	
<b>Phone Line Construction</b>	\$0.00	
<b>Shelter</b>	\$0.00	
<b>Generator</b>	\$0.00	
<b>Tower Crew</b>	\$0.00	
<b>FCC Licensing</b>	\$0.00	
<b>Permits</b>	\$0.00	
<b>Site Preparation</b>	\$0.00	
<b>Labor Costs</b>	\$3,270.00	
<b>Contingency</b>	\$0.00	
<b>Estimated Project Cost</b>	<b>\$48,939.37</b>	
<b>Notes:</b>	All prices include sales tax	

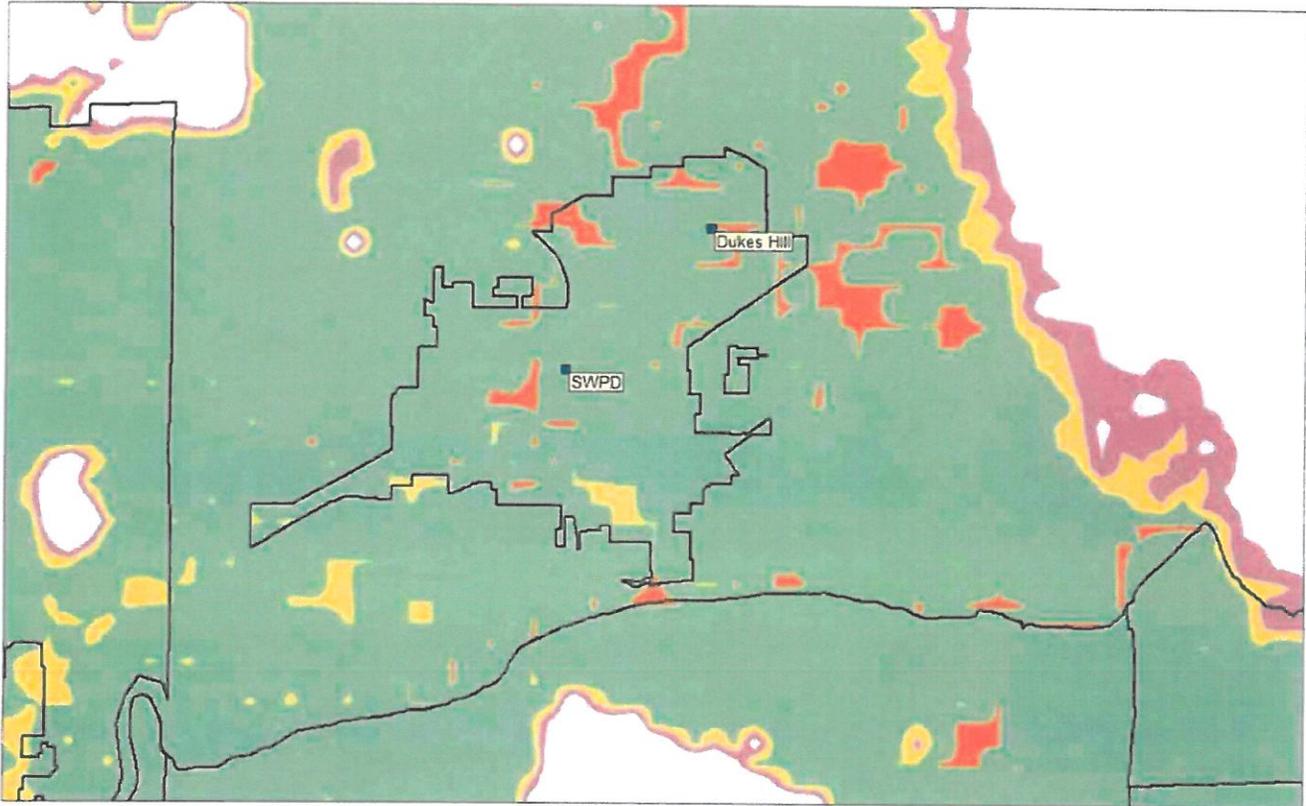
## FCC LICENSING

There are a couple of available frequency licensing options:

- 1) We could use the frequencies listed on FCC License WPJQ632. It already has a location licensed in Sedro-Woolley. However, this frequency is on three cross-band interoperability repeaters in Whatcom County. I don't think they will interfere but I would do full coordination study before going down this path.
- 2) License a New Pair. It appears that there are a couple of frequency pairs that we could license at Duke's Hill. The best of the best is 460/465.550.

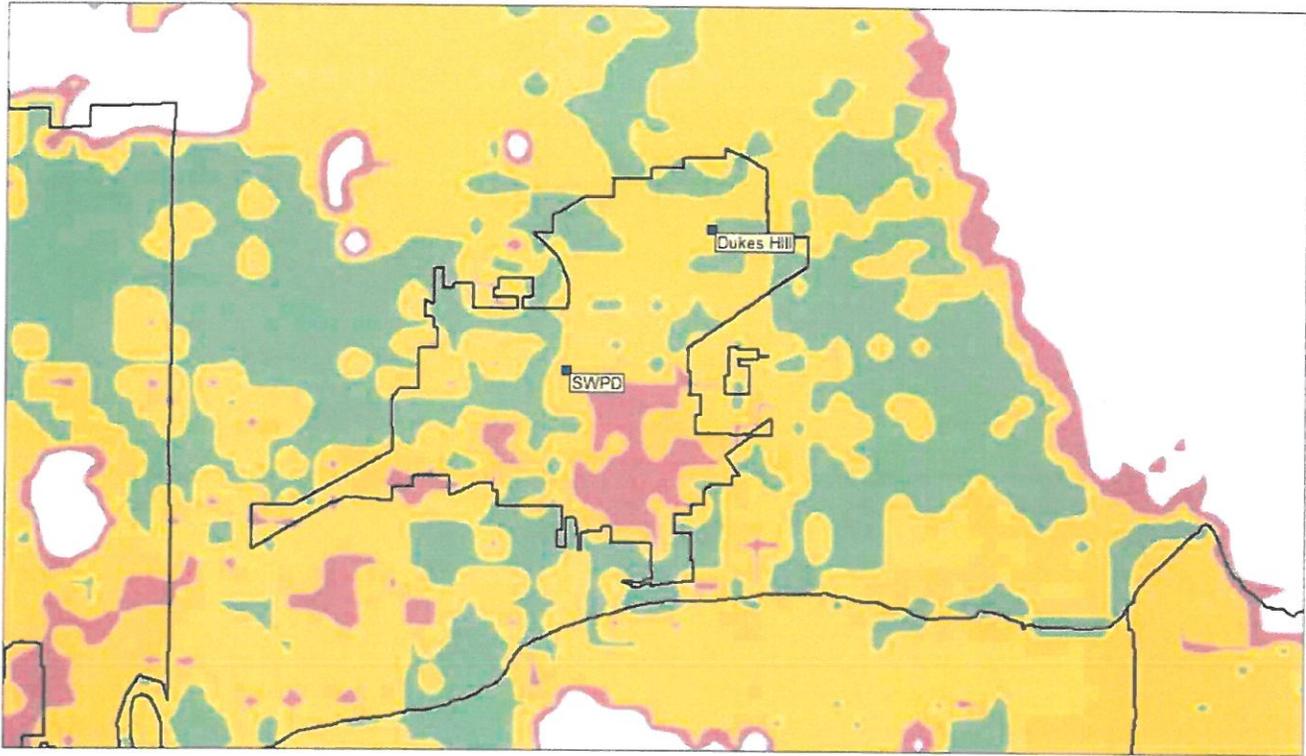
Attachments:

- 1) – Burlington Hill Broadcast coverage
- 2) – Burlington Hill Portable coverage
- 3) – Lyman Broadcast coverage
- 4) – Lyman Portable coverage
- 5) – Duke's Hill Broadcast Coverage
- 6) – Duke's Hill Portable Coverage
- 7) – Licensing 460/465.550



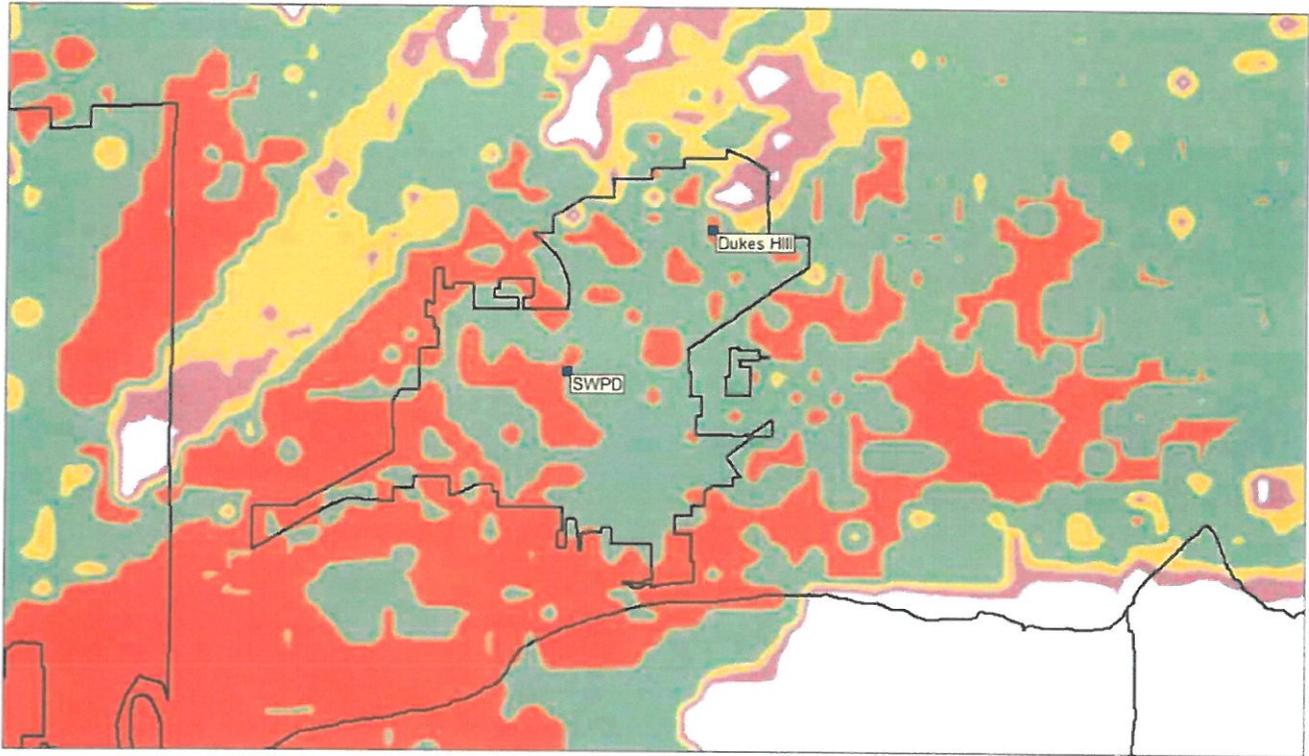
- Poor
- Marginal
- Good
- Excellent

Prediction:DL\_dbm\_Composite\_dbm



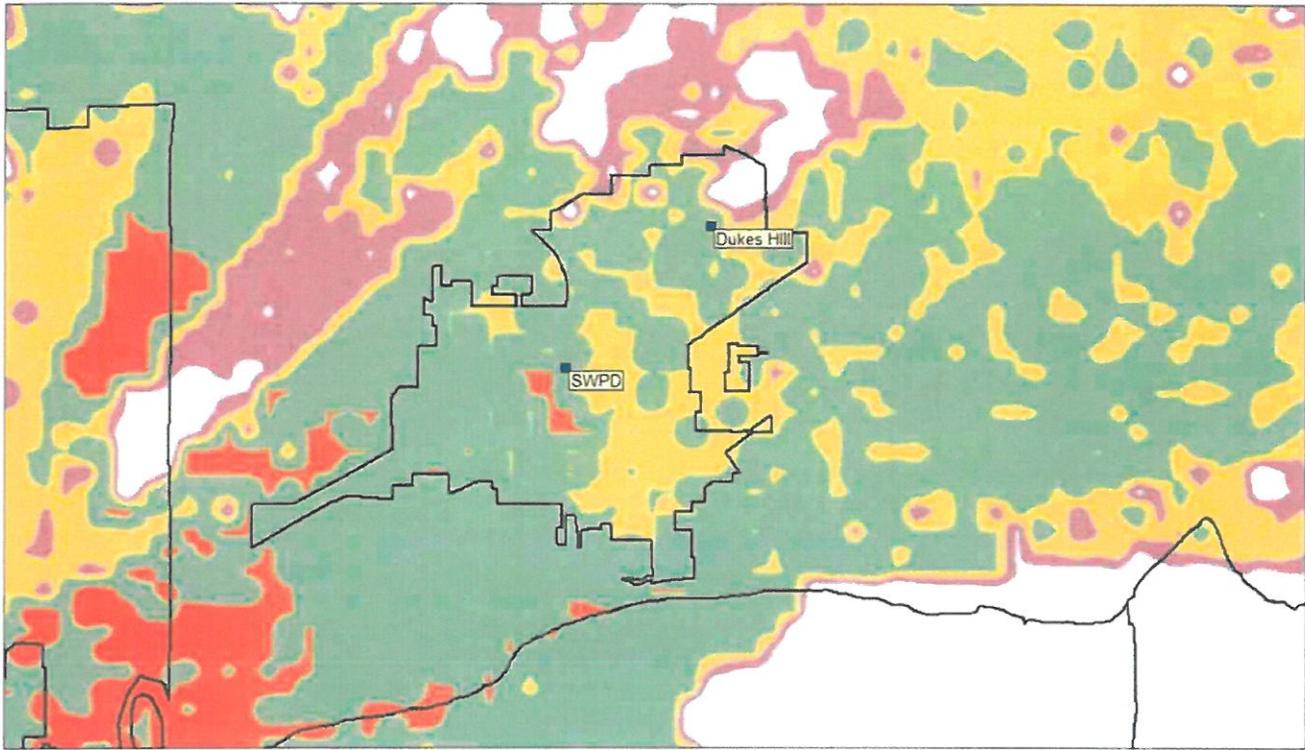
- Poor
- Marginal
- Good
- Excellent

Prediction:UL\_Composite\_dbm



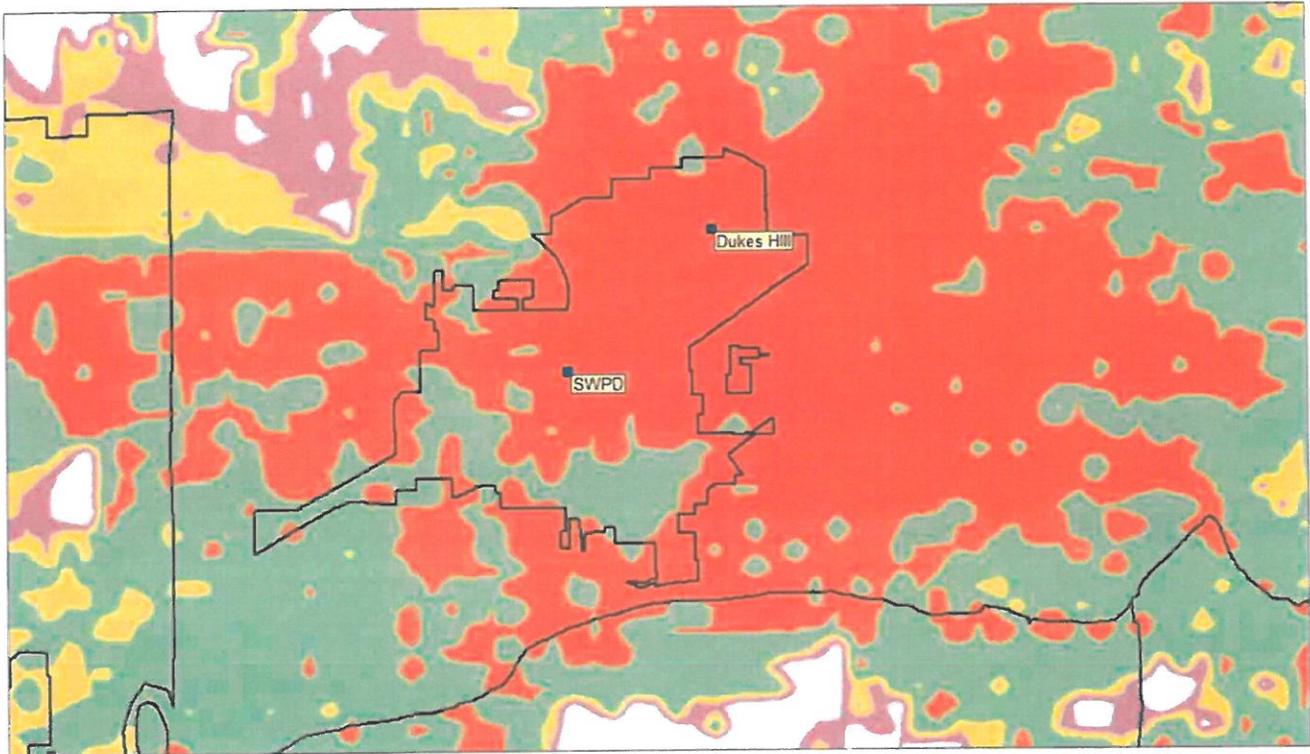
- Poor
- Marginal
- Good
- Excellent

Prediction:DL\_dbm\_Composite\_dbm



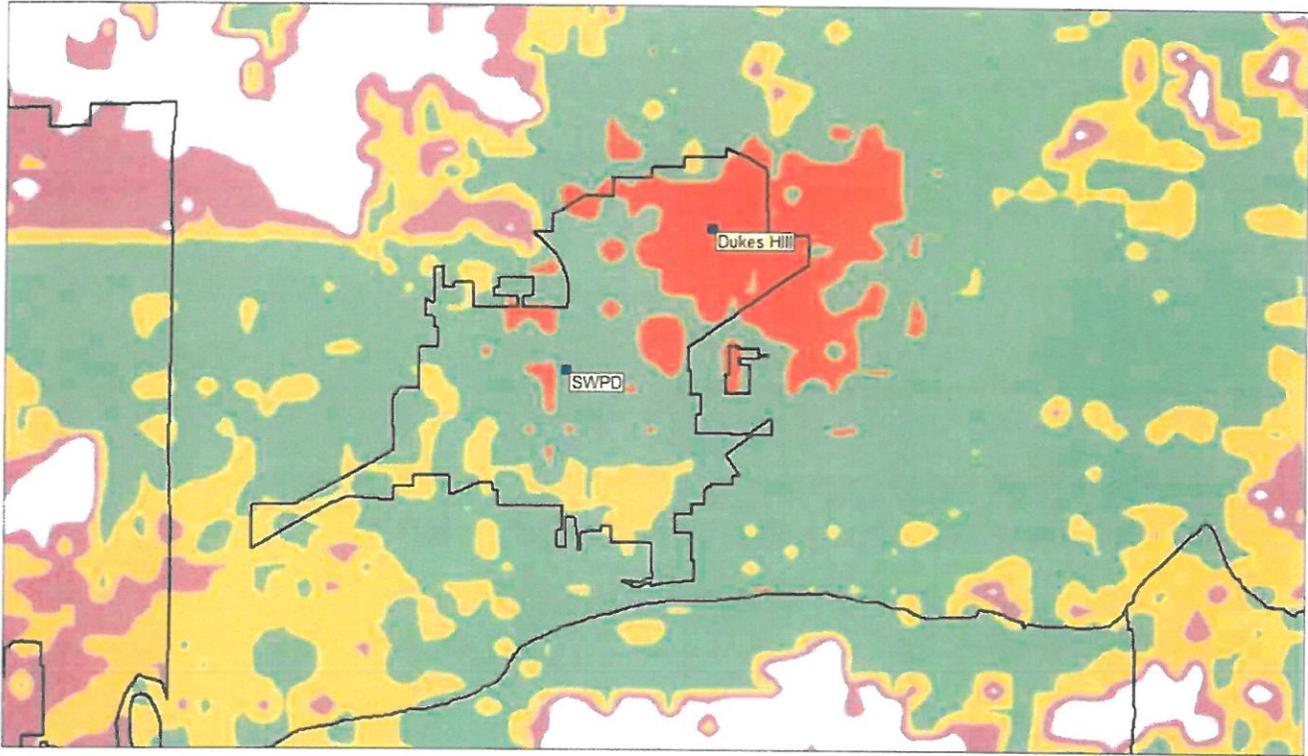
- Poor
- Marginal
- Good
- Excellent

Prediction:UL\_Composite\_dbm



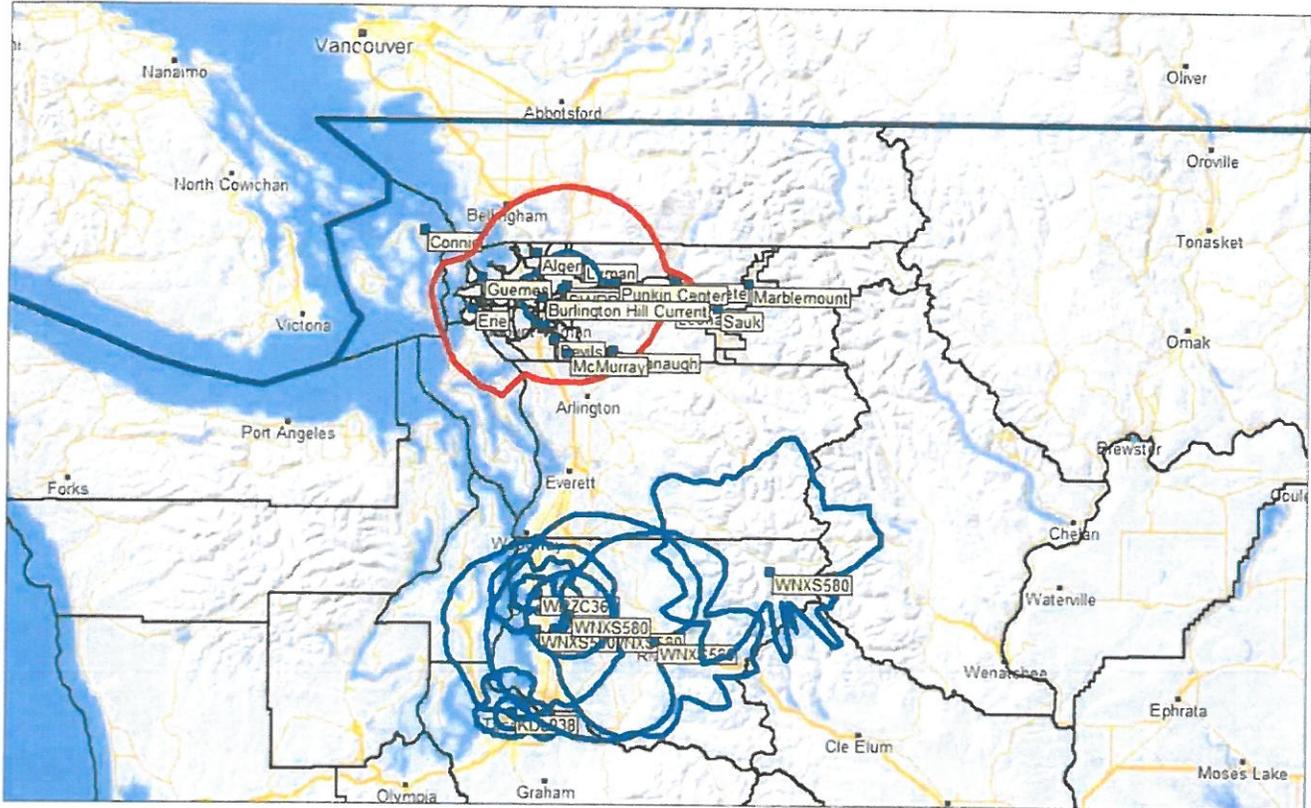
- Poor
- Marginal
- Good
- Excellent

Prediction:DL\_dbm\_Composite\_dbm



- Poor
- Marginal
- Good
- Excellent

Prediction:UL\_Composite\_dbm



**REFERENCE COPY**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission  
Public Safety and Homeland Security Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: SKAGIT 911

ATTN: MIKE VOSS  
SKAGIT 911  
2911 E. COLLEGE WAY, SUITE A  
MOUNT VERNON, WA 98273

<b>Call Sign</b> WPJQ632	<b>File Number</b> 0005938059
<b>Radio Service</b> PW - Public Safety Pool, Conventional	
<b>Regulatory Status</b> PMRS	
<b>Frequency Coordination Number</b>	

FCC Registration Number (FRN): 0008195687

<b>Grant Date</b> 09-19-2013	<b>Effective Date</b> 09-19-2013	<b>Expiration Date</b> 12-16-2023	<b>Print Date</b> 09-19-2013
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**STATION TECHNICAL SPECIFICATIONS**

**Fixed Location Address or Mobile Area of Operation**

- Loc. 1 Address:** 220 MONRO ST  
City: SEDRO WOOLLEY County: SKAGIT State: WA  
Lat (NAD83): 48-30-29.4 N Long (NAD83): 122-14-17.6 W ASR No.: N/A Ground Elev: 9.0
- Loc. 2 Area of operation**  
Land Mobile Control Station meeting the 6.1 Meter Rule: WA
- Loc. 3 Area of operation**  
Operating within a 8.0 km radius around fixed location 1

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp (meters)	Ant. AAT (meters)	Construct Deadline Date
1	1	000460.35000000	FB2	1		11K2F3E	25.000	90.000	23.0	-170.0	
2	1	000465.35000000	FX1	1		11K2F3E	25.000	5.000			
3	1	000460.35000000	MO	30		11K2F3E	25.000				

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: SKAGIT 911

Call Sign: WPJQ632

File Number: 0005938059

Print Date: 09-19-2013

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta.Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
3	1	000465.35000000	MO	30		11K2F3E	25.000				

**Control Points**

Control Pt. No. 2

Address: 2911 E College Way

City: Mount Vernon County: SKAGIT State: WA Telephone Number: (360)428-3200

**Associated Call Signs**

**Waivers/Conditions:**

NONE



Skagit County WA

98 W Cemetery Road
Fairfax, IA 52228
319-845-6001
www.latticebiz.com

Prepared for: Sakgit County WA

Date: 12/17/2013

Attention: Mike Voss

Estimator: JT BG

Lattice Representative: Colin Brunner
Mt Vernon, WA

Email: colin@latticebiz.com

Lattice Communications, the nation's largest stocking dealer of new and refurbished telecommunications equipment is pleased to provide you with the following proposal for your consideration:

General Scope of Work:

Lattice Communications to provide Skagit County with a 10x12 as-is concrete telecommunications shelter and a 10x12 fiberglass as-is telecommunications shelter. Lattice will upload & transport the shelter, customer is to handle the offload.

All work as described above will be performed per provided specifications with the following clarifications:

- Shipping, Handling and Freight charges Not included unless stated above scope of work
Price based on the above scope
Price based on no obstructions or delays
Price based on one mobilization
Site soil conditions shall be capable of supporting the work area and structures to be placed
Price based on customer offloading shelter

Schedule:

EQUIPMENT SCHEDULED AS NECESSARY ON A JOB BY JOB BASIS

Project Cost Summary:

Table with 4 columns: Description, EACH, QTY, TOTAL. Rows include 10x12 fiberglass shelter (\$7,500.00), 10x12 concrete shelter (\$7,500.00), Upload & Transport (\$9,888.75), Subtotals (\$24,888.75), and Total Project Cost (\$24,888.75).

Payment Terms:

- 1. Purchaser shall make payment of 50% of the Purchase Price upon execution of this Purchase Agreement and, 50% upon delivery of the shelters. Payment shall be made via ACH deposit into a Lattice directed bank account...
2. Unless otherwise agreed in writing, upon receipt of Purchasers complete payment, Lattice shall deliver title to the Materials to Purchaser by providing a Bill of Sale...
3. A one-time re-stocking fee equal to 50% of the purchase price will be charged for all returned products.

**Acceptance:**

This Proposal is valid for 30 days after date of submittal.

Customer Acceptance:

Lattice Approval:

\_\_\_\_\_

For Customer

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

For Lattice Communications

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

***Thank you for allowing Lattice Communications to serve your needs. We truly appreciate the opportunity and look forward to working with you in the future.***

**Terms and Conditions:**

1. Title to the Equipment will be delivered free and clear of all liens, claims and encumbrances created by or through Lattice and shall vest in Purchaser upon payment of the full Purchase Price and delivery of an executed Bill of Sale as required herein. Risk of loss or damage to the equipment shall pass from Lattice to Purchaser upon payment in full of the Purchase Price. From and after such payment, any insurance and/or applicable storage fees on the Equipment shall be the responsibility of Purchaser.

2. Shipping of the Equipment is per the above quote and is subject to additional fuel surcharges and Purchaser acknowledges additional charges may apply and will be payable upon receipt and shall be deemed an addition to the Purchase Price. Shipping is a service coordinated by Lattice and thus Lattice is not responsible for additional costs incurred due to weather or any unforeseen delays and Purchaser shall be subject to additional unforeseen costs. Price includes Freight on Board to (Mt. Vernon, WA) (the "Delivery Point") and Purchaser is responsible for off-loading freight. Purchaser is responsible for any additional permits, taxes or any other associated costs required to complete delivery to the Delivery Point. Shipping and craning or other methods of up-load/off-load pricing shall be subject to fuel surcharges and additional pricing will be submitted to Purchaser in advance. Craning or other methods of up-load/off-load (FOB from destination) is not included and shall be (\$)\_\_\_\_. In the event there are any unforeseen up-load/off-load costs, Purchaser acknowledges that Lattice is not responsible for such amounts, which includes but is not limited to weather or any unforeseen issues that cause delays or added expenses, and all such costs and expenses shall be the responsibility of the Purchaser.

3. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, carriers, or third-parties to substantially meet any of their performance obligations related to this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence and dates by which performance obligations are scheduled to the extent reasonably practical.

4. Purchaser will assume all responsibilities related to any and all taxes arising out of the transactions contemplated by this Purchase Agreement, including but not limited to state, federal or local sales, use or excise taxes, shipping, duty, stamped drawings, certification, tariffs, insurance or other costs or fees of any kind related to the sale of the Equipment hereunder or the resale of the Equipment to Purchaser's Customer.

5. Lattice does not make any covenants, representations or warranties as to the condition of the Equipment and does not permit a refund should the condition of the Equipment be different from that expected. Lattice will provide storage of the Equipment at no charge until 60 day from approved contract date. A fee for storage will be charged thereafter, and will be included as part of the Purchase Price, at a rate of \$150.00 per month for the first 2 months, and \$350.00 per month after the first 2 months.

6. This Agreement is entered into under the laws of the State of Iowa and shall be governed, construed and interpreted in accordance with the laws of that State. Any action arising out of this Agreement shall be brought only in Linn County, Iowa, without regard to any principles of conflicts of laws. Each of the Parties hereby consents to personal jurisdiction in any court located in Linn County, Iowa. The Parties acknowledge this Purchase Agreement shall be performed, at least in part, in Linn County, Iowa. Each Party waives any objection to venue in Linn County, Iowa.

7. THE EQUIPMENT SOLD HEREUNDER ARE SOLD "AS IS", "WHERE IS" AND WITH ALL FAULTS. LATTICE MAKES NO, AND AFFIRMATIVELY DISCLAIMS ALL, WARRANTIES OF ANY TYPE OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT THE EQUIPMENT IS/ARE NEW OR UNUSED OR IS/ARE IN ANY PARTICULAR CONDITION. LATTICE FURTHERMORE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT. LATTICE DISCLAIMS ANY WARRANTY AS TO FORM, FIT OR FUNCTION, OR THAT THE EQUIPMENT CONFORM WITH ANY STANDARDS ESTABLISHED BY COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR STANDARD-SETTING BODIES, OR THAT THE EQUIPMENT COMPLY WITH ANY GOVERNMENTAL REGULATIONS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED OR ANY AFFIRMATIONS OF FACT OR REPRESENTATIONS BEYOND THE FACE HEREOF.

8. IN NO EVENT SHALL LATTICE BE LIABLE TO OR THROUGH PURCHASER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION AMOUNTS REPRESENTING LOSS OF PROFITS, BUSINESS, GOODWILL, OR OPPORTUNITY. IN NO EVENT SHALL LATTICE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE, OR PERFORMANCE OF THE EQUIPMENT. FURTHERMORE, IN NO EVENT SHALL LATTICE BE LIABLE FOR AN AMOUNT GREATER THAN THE AMOUNT PURCHASER HAS PAID LATTICE UNDER THIS AGREEMENT FOR THE EQUIPMENT AND PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS LATTICE FROM ANY SUCH DAMAGES OR LIABILITIES.

9. Purchaser agrees to defend, indemnify and hold harmless Lattice and its officers, directors, agents, employees and affiliates, and their successors and assigns, from and against any and all costs, expenses (including without limitation attorneys' fees), claims, demands, liabilities and causes of action of every kind and character, including without limitation those based on contract or in tort, arising out of, incident to, or occurring in connection with a claim, suit or proceeding brought by a third party and based upon personal injury (including death) or damage to real or other tangible property or any other loss or damage caused or sustained in connection with the use, ownership, operation, maintenance, handling, resale, transfer, transport, storage or abandonment of the Equipment by any third party or person (including without limitation such acts by Purchaser or its agents), or other acts, omissions or negligent or willful conduct of Purchaser or its agents. Purchaser also agrees to defend, indemnify and hold harmless Lattice, its officers, directors, agents, employees and affiliates, and their successors and assigns, from and against any expense, loss or liability caused by or resulting from the failure of Purchaser (or its permitted agents) to fully comply with applicable federal, state or local laws, statutes, regulations, or governmental directives, including but not limited to, those which regulate the handling, transportation, storage, or disposal of any material, substance or compound regulated under Environmental Laws including, but not limited to, any pollutant, hazardous waste, contaminant, hazardous or poisonous substance or material, or any refined Equipment fraction, by Equipment or element ("Hazardous Materials"). Purchaser agrees to defend, indemnify and hold harmless Lattice and its officers, directors, agents, employees and affiliates, and their successors and assigns, from and against any and all costs, expenses (including without limitation attorneys' fees), claims, demands, liabilities and causes of action incident to, or occurring in connection with a claim, suit or proceeding brought by a third party and based upon patent, copyright or trademark infringement in connection with acts, omissions or negligent or willful conduct of Purchaser or its agents.

10. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of productions facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this section, such party's performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences, provided that such party shall use its best efforts to mitigate the effects of such occurrences, and such party shall give prompt written notice to the other party thereof. However, if such inability to perform continues for thirty (30) days, the other party may terminate this Agreement without penalty and without further notice.

11. All rights and remedies, whether conferred hereunder, or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable.

12. Neither party may assign or delegate any rights hereunder without the prior written approval of the other party, and any attempt to assign any rights, duties, or obligations hereunder without the other party's written consent will be void.

13. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless Purchaser determines, in its discretion, that the court's determination causes this Agreement to fail in any of its essential purposes.

14. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, as determined by a court of competent jurisdiction, shall, in that jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or making unenforceable the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15. This Agreement supersedes all proposals and prior agreements (oral or written) between the parties relating to the sale of the Equipment, and prevails over any conflicting or additional terms of any purchase order, acknowledgment, or other communication between the parties. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

16. The parties agree that their respective rights, obligations, and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

MITIGATED DETERMINATION OF NON-SIGNIFICANCE

SBA Cell Tower Application #73

**Description of proposal:** Construct a 190-foot lattice wireless communication tower for 6 antennas and associated ground support facilities on a site of approximately 10,000 square feet.

**Proponent:** SBA, Inc., and Cingular Wireless, contact: SBA, Inc., Kristina M. Park, 14900 Interurban Ave., Suite 208, Seattle, WA 98168 Property owner: Joanne Tuengel, 8718 138<sup>th</sup> St. SE, Snohomish, WA 98296

**Location of Property:** 811 N. Township

**Lead Agency:** City of Sedro Woolley, WA. 98284

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This determination is based upon the following mitigation being provided by the applicant.

1. Demonstrate minimal visual impact to existing and future residential areas.
2. Screen ground support facilities with fence and vegetation to provide visual buffer within three years.
3. Provide geotechnical monitoring during construction as recommended in the geotechnical engineering evaluation dated October 2, 2001
4. Contribute voluntary police mitigation of a future site for emergency communications repeater.

**Permits Required:** Conditional Use Permit Application #72, building permit, NEPA approval, FCC certification, FAA approval, SHPO approval.

**Responsible Official/Title:** Jeroldine Hallberg, City Planner

**Address:** 720 Murdock Street, Sedro-Woolley, WA. 98284

**Date of Issue:** November 9, 2001

**Date of Publication:** November 14, 2001

**Signature:** 