

Next Ord:2116-26
Next Res:1182-26

CITY COUNCIL AGENDA

April 8, 2026

6:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**
- d. Approval of Agenda**
- e. Consent Agenda**

Note: Items on the Consent Agenda 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 Agenda.

- 1. Check Register - Regular
- 2. Minutes - Regular City Council Meeting - March 25, 2026
- 3. Minutes - Joint City Council Study Session and Planning Commission Meeting - April 1, 2026
- 4. Lease Agreement Amendment and Extension - Skagit Valley Farm
- 5. ERR Purchase - Front Mount Roadside Mower
- 6. ERR Purchase - Land Pride Pull Behind Gang Mower
- 7. Solid Waste Truck Sharing Agreement Between the City of Sedro-Woolley & the City of Mount Vernon

- f. Introduction of Special Guests and Presentation**
- g. City Administrator Report**
- h. Councilmember and Mayor's Report**
- i. Proclamation(s)**
- j. Public Comments**

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment' until 4:30pm the day before the meeting.

- k. Public Hearing(s)**
- l. Unfinished Business**
- m. New Business**

1. Proposed Operations Division Reorganization - 1st Read
2. Resolution 1181-26 - 2026 Sidewalk Trip Hazard Removal Project and Sole Source - Action Requested
3. Data Sharing Agreement – Swinomish Indian Tribal Community
4. Contract Supplement No. 6 - Reichhardt & Ebe Engineering - Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection Improvements
5. Procedures for Filling the Mayor Vacancy
6. Mayoral Appointment

n. Information Only Items

o. Good of the Order

p. Executive Session

q. Adjournment

Next Meeting - Regular - City Council - April 22, 2026

The City of Sedro-Woolley complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, limited English proficiency, age, disability, or sex. The City of Sedro-Woolley doesn't exclude people or treat them differently because of race, color, national origin, limited English proficiency, age, disability, or sex.

The City of Sedro-Woolley also complies with applicable state laws and doesn't discriminate on the basis of creed, gender, gender expression or identity, sexual orientation, marital status, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability.

Join Zoom Meeting:

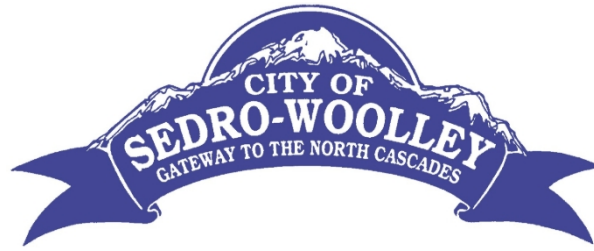
<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

or dial by location at:

- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: April 8, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

Motion to approve check register, EFTs, and payroll as described.

BACKGROUND/SUMMARY INFORMATION:

Claims checks #206398 through #206404 and #206407 through #206523, plus EFTs. Payroll ACHs including associated benefit checks #61572 through #61581.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$601,204.26

Payroll totaling \$632,683.10

ATTACHMENTS:

1. 2026.04.08 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 16:02:22 Date: 04/08/2026

04/01/2026 To: 04/08/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3213	04/08/2026	Claims	2	EFT	Comcast Holdings Corp	674.72	
					001 - 518 80 42 021 - Internet Services	674.72	
3214	04/08/2026	Claims	2	EFT	Pitney Bowes Global Fin Svcs	942.27	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA)	78.53	
					001 - 591 20 70 522 - Leases + Subscription IT (SBITA)	235.56	
					001 - 591 20 70 524 - Leases + Subscription IT (SBITA)	78.53	
					001 - 591 23 70 001 - Lease + Subscription IT (SBITA)	235.56	
					001 - 591 28 70 001 - Lease + Subscription IT (SBITA)	235.56	
					001 - 591 60 70 519 - Leases + Subscription IT (SBITA)	78.53	
3215	04/08/2026	Claims	2	EFT	Skagit PUD	91.63	
					101 - 576 80 47 053 - Other Utilities	91.63	
3216	04/08/2026	Claims	2	EFT	Skagit PUD	91.63	
					104 - 559 30 01 105 - Utility Payment on Redevelopm	91.63	
3217	04/08/2026	Claims	2	EFT	Skagit PUD	190.14	
					001 - 522 50 47 000 - Public Utilities	190.14	
3218	04/08/2026	Claims	2	EFT	Skagit PUD	91.63	
					001 - 522 50 47 000 - Public Utilities	91.63	
3219	04/08/2026	Claims	2	EFT	Skagit PUD	82.60	
					001 - 522 50 47 000 - Public Utilities	82.60	
3220	04/08/2026	Claims	2	EFT	Skagit PUD	91.63	
					401 - 535 80 47 000 - Public Utilities	91.63	
3221	04/08/2026	Claims	2	EFT	Skagit PUD	91.63	
					401 - 535 80 47 000 - Public Utilities	91.63	
3222	04/08/2026	Claims	2	EFT	United Parcel Service, Inc.	18.28	
					001 - 521 20 31 002 - Office/Operating Supplies	18.28	
3223	04/08/2026	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	4,535.93	
					001 - 513 10 42 020 - Telephone	243.56	
					001 - 514 23 42 020 - Telephone	139.31	
					001 - 518 80 42 020 - Telephone	139.31	
					001 - 521 20 42 020 - Telephone	1,962.83	
					001 - 524 20 42 020 - Telephone	139.31	
					401 - 535 80 42 030 - Cell Phones	403.65	
					102 - 536 20 42 020 - Telephone	140.08	
					412 - 537 80 42 025 - Cell Phones	376.37	
					103 - 542 30 42 020 - Telephone	282.80	
					001 - 558 60 42 020 - Telephone	100.07	
					101 - 576 80 42 020 - Telephone	351.61	
					001 - 595 10 42 025 - Cell Phones	257.03	
3224	04/08/2026	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	560.28	
					001 - 521 20 42 020 - Telephone	440.25	
					001 - 522 20 42 020 - Telephone	40.01	
					101 - 576 80 42 020 - Telephone	40.01	
					001 - 595 10 42 025 - Cell Phones	40.01	
3226	04/08/2026	Claims	2	206391	Ackermann Electric Co.		Error in check printing
3228	04/08/2026	Claims	2	206392	R. Lowell Ausmus		Error in check printing
3230	04/08/2026	Claims	2	206393	Birch Equipment Co Inc		Error in check printing
3227	04/08/2026	Claims	2	206394	Amazon Capital Svcs, Inc		Error in check printing
3231	04/08/2026	Claims	2	206395	Primo Brands BlueTriton Brands		Error in check printing

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3225	04/08/2026	Claims	2	206396	A-1 Mobile Lock & Key		Error in check printing
3229	04/08/2026	Claims	2	206397	Bay City Supply		Error in check printing
3232	04/08/2026	Claims	2	206398	Blythe Mechanical Inc	1,073.73	
					001 - 522 50 48 030 - Repair/Maint-Station	13.11	
					401 - 535 50 48 000 - Maintenance Contracts	145.74	
					412 - 537 80 48 000 - Repair/Maintenance	8.81	
					104 - 559 30 00 105 - Redevelopment of Property for	489.09	
					101 - 576 80 48 000 - Repairs/Maintenance	15.26	
					101 - 576 80 48 000 - Repairs/Maintenance	40.10	
					101 - 576 80 48 000 - Repairs/Maintenance	25.80	
					101 - 576 80 48 001 - Riverfront	8.81	
					101 - 576 80 48 001 - Riverfront	25.80	
					101 - 576 80 48 005 - Senior Center	8.81	
					101 - 576 80 48 006 - Memorial Park	13.10	
					101 - 576 80 48 006 - Memorial Park	87.87	
					101 - 576 80 48 009 - Hammer Square	8.81	
					101 - 576 80 48 014 - Winnie Houser Park	8.81	
					101 - 576 80 48 015 - Library	74.05	
					101 - 576 80 48 016 - City Hall	43.43	
					101 - 576 80 48 026 - CS Library	17.41	
					101 - 576 80 48 026 - CS Library	38.92	
3233	04/08/2026	Claims	2	206399	Boulder Park Inc	18,776.90	
					401 - 535 80 35 020 - Solids Handling	18,776.90	
3234	04/08/2026	Claims	2	206400	Jana R. Bouzek	272.75	
					001 - 521 20 41 001 - Professional Services	272.75	
3235	04/08/2026	Claims	2	206401	Braun Northwest, Inc	633.03	
					001 - 522 20 48 000 - Repairs/Maint-Equip	334.94	
					001 - 522 20 48 000 - Repairs/Maint-Equip	298.09	
3236	04/08/2026	Claims	2	206402	Brim Tractor Company Inc	78.39	
					425 - 531 50 48 000 - Repairs/Maintenance	78.39	
3237	04/08/2026	Claims	2	206403	Gerald Brooks	1,000.00	
					001 - 514 23 46 000 - Insurance & Bonds	1,000.00	
3238	04/08/2026	Claims	2	206404	C.Hlth130, dba Cardinal Health 112 LLC	336.53	
					001 - 522 21 31 000 - Operating Supplies - Medical	336.53	
3239	04/08/2026	Claims	2	206405	Carl's Towing & Muffler		Error in check printing
3240	04/08/2026	Claims	2	206406	Central Welding Supply		Error in check printing
3241	04/08/2026	Claims	2	206407	Cities Insurance Assoc	871.96	
					001 - 514 23 46 000 - Insurance & Bonds	871.96	
3242	04/08/2026	Claims	2	206408	Consumer Rental, LLC	163.20	
					101 - 576 80 45 001 - Equipment Rental	163.20	
3243	04/08/2026	Claims	2	206409	Cowling & Co. LLC	6,599.90	
					104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U	4,990.83	
					104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U	1,609.07	
3244	04/08/2026	Claims	2	206410	Crawford Garage Doors Inc	2,660.70	
					001 - 522 50 48 020 - Repair/Maint-Garage	374.67	
					001 - 522 50 48 020 - Repair/Maint-Garage	2,286.03	
3245	04/08/2026	Claims	2	206411	David Evans & Assoc Inc	17,956.39	
					104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U	17,117.14	
					104 - 595 20 63 086 - RW - Jones/John Liner BNSF U	839.25	
3246	04/08/2026	Claims	2	206412	Day Mgmt Corp, dba	411.06	

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			001 - 521 10 48 000 - Repair/Maintenance-Equip			411.06	
3247	04/08/2026	Claims	2	206413	Dell Marketing LP	3,700.42	
			001 - 594 21 64 000 - Machinery & Equipment			3,700.42	
3248	04/08/2026	Claims	2	206414	Donald Coggins	282.36	
			001 - 513 10 31 000 - Supplies			211.77	
			001 - 513 10 31 000 - Supplies			70.59	
3249	04/08/2026	Claims	2	206415	E & E Lumber, Inc.	1,213.44	
			001 - 518 80 31 001 - Repair & Maintenance Sup			12.48	
			102 - 536 20 31 010 - Operating Supplies			11.76	
			103 - 542 30 31 000 - Operating Supplies			104.04	
			101 - 576 80 31 006 - Operating Sup - City Hall			21.22	
			101 - 576 80 31 009 - Operating Sup - Bingham Park			60.87	
			101 - 576 80 31 100 - Fertilizer/Herbicide			59.72	
			101 - 576 80 35 000 - Small Tools & Minor Equip			75.03	
			101 - 576 80 35 000 - Small Tools & Minor Equip			18.45	
			101 - 576 80 35 000 - Small Tools & Minor Equip			94.45	
			101 - 576 80 48 003 - Bingham Caretaker			32.56	
			101 - 576 80 48 012 - Harry Osborne			532.61	
			101 - 576 80 48 012 - Harry Osborne			132.01	
			101 - 576 80 48 012 - Harry Osborne			-50.33	
			101 - 576 80 48 014 - Winnie Houser Park			14.85	
			101 - 576 80 48 016 - City Hall			69.46	
			101 - 576 80 48 016 - City Hall			3.64	
			101 - 576 80 48 016 - City Hall			20.62	
3250	04/08/2026	Claims	2	206416	Facet NW, Inc	12,843.50	
			001 - 558 60 41 000 - Professional Services			12,278.50	
			001 - 558 60 41 001 - Professional Svcs-Reimb			565.00	
3251	04/08/2026	Claims	2	206417	FirstNET/AT&T Mobility	758.57	
			001 - 522 20 42 020 - Telephone			758.57	
3252	04/08/2026	Claims	2	206418	Galls, LLC	397.72	
			001 - 522 20 26 000 - Uniforms			118.79	
			001 - 522 20 26 000 - Uniforms			151.45	
			001 - 522 20 26 000 - Uniforms			219.92	
			001 - 522 20 26 000 - Uniforms			127.48	
			001 - 522 20 26 000 - Uniforms			-219.92	
3253	04/08/2026	Claims	2	206419	Genuine Parts Co. Inc	135.43	
			001 - 522 20 48 000 - Repairs/Maint-Equip			7.70	
			501 - 548 30 31 000 - Operating Supplies			44.69	
			501 - 548 30 31 000 - Operating Supplies			67.31	
			101 - 576 80 48 021 - Equipment			15.73	
3254	04/08/2026	Claims	2	206420	Gordon Truck Centers, Inc	1,912.89	
			412 - 537 50 48 000 - Repairs/maint-equip			-239.36	
			412 - 537 50 48 000 - Repairs/maint-equip			1,888.17	
			412 - 537 50 48 000 - Repairs/maint-equip			257.60	
			412 - 537 80 31 000 - Operating Supplies			6.48	
3255	04/08/2026	Claims	2	206421	Guardian Alliance Technologies, Inc.	110.00	
			001 - 591 28 70 001 - Lease + Subscription IT (SBITA)			110.00	
3256	04/08/2026	Claims	2	206422	Guardian Security Systems, Inc.	599.76	
			101 - 576 80 48 004 - Community Center			599.76	
3257	04/08/2026	Claims	2	206423	Judy Hall	100.00	
			631 - 389 90 03 631 - Unapplied Park and Facility Res			-100.00	
3258	04/08/2026	Claims	2	206424	Home Depot Credit Services	1,380.59	
			101 - 576 80 48 004 - Community Center			421.10	

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			101 - 576 80 48 006		Memorial Park	30.91	
			101 - 576 80 48 006		Memorial Park	22.36	
			101 - 576 80 48 007		Bingham Park	859.51	
			101 - 576 80 48 016		City Hall	46.71	
3259	04/08/2026	Claims	2	206425	Industrial Software Solutions	1,265.19	
			401 - 591 28 70 401		Leases + Subscription IT (SBITA	1,265.19	
3260	04/08/2026	Claims	2	206426	KCDA Purchasing Cooperative	684.00	
			001 - 525 30 41 000		Disaster Recovery - Other Expt	684.00	
3261	04/08/2026	Claims	2	206427	L N Curtis & Sons	261.38	
			001 - 521 20 26 000		Uniforms/Accessories	261.38	
3262	04/08/2026	Claims	2	206428	Language Exchange, Inc	1,333.31	
			001 - 512 50 41 040		Language Interpreter	1,333.31	
3263	04/08/2026	Claims	2	206429	Lauts Inc dba Lautenbach Industries	617.70	
			412 - 537 60 47 015		Construction Demolition Land	617.70	
3264	04/08/2026	Claims	2	206430	James Leckie	204.46	
			401 - 535 80 43 000		Meals/Travel	204.46	
3265	04/08/2026	Claims	2	206431	Les Schwab Tire Center	2,605.22	
			001 - 521 20 48 010		Repair & Maint - Auto	1,861.89	
			412 - 537 60 47 011		Site Recycling Disposal	743.33	
3266	04/08/2026	Claims	2	206432	Life Assist Inc.	2,525.30	
			001 - 522 21 35 011		EMS Minor Equipment	825.62	
			001 - 522 45 31 000		Supplies & Books	1,699.68	
3267	04/08/2026	Claims	2	206433	NCL of Wisconsin, Inc.	602.07	
			401 - 594 35 64 001		Portable Equipment	602.07	
3268	04/08/2026	Claims	2	206434	Nelson Dist, Inc. Nelson-Reisner	1,314.92	
			001 - 522 20 32 000		Auto Fuel/Diesel	32.00	
			425 - 531 50 32 000		Vehicle Fuel	56.94	
			412 - 537 80 32 000		Auto Fuel/Diesel	361.82	
			501 - 548 30 31 000		Operating Supplies	864.16	
3269	04/08/2026	Claims	2	206435	Nordic Temperature Control	2,647.10	
			001 - 522 20 48 000		Repairs/Maint-Equip	19.50	
			001 - 522 50 48 020		Repair/Maint-Garage	272.75	
			401 - 535 50 48 000		Maintenance Contracts	50.00	
			401 - 535 50 48 000		Maintenance Contracts	59.67	
			104 - 559 30 00 105		Redevelopment of Property for	36.13	
			104 - 559 30 00 105		Redevelopment of Property for	23.00	
			101 - 576 80 48 000		Repairs/Maintenance	50.00	
			101 - 576 80 48 000		Repairs/Maintenance	119.08	
			101 - 576 80 48 001		Riverfront	9.50	
			101 - 576 80 48 003		Bingham Caretaker	10.00	
			101 - 576 80 48 003		Bingham Caretaker	40.00	
			101 - 576 80 48 004		Community Center	93.96	
			101 - 576 80 48 004		Community Center	14.50	
			101 - 576 80 48 005		Senior Center	39.50	
			101 - 576 80 48 005		Senior Center	96.67	
			101 - 576 80 48 009		Hammer Square	10.00	
			101 - 576 80 48 015		Library	173.55	
			101 - 576 80 48 016		City Hall	874.16	
			101 - 576 80 48 016		City Hall	180.00	
			101 - 576 80 48 016		City Hall	174.45	
			101 - 576 80 48 016		City Hall	40.50	
			101 - 576 80 48 016		City Hall	43.75	
			101 - 576 80 48 016		City Hall	124.43	
			101 - 576 80 48 022		Evidence Garage	9.50	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 48 026		CS Library	60.00	
			101 - 576 80 48 026		CS Library	22.50	
3270	04/08/2026	Claims	2	206436	Noregon Systems LLC	2,388.12	
			501 - 548 30 31 000		Operating Supplies	2,388.12	
3271	04/08/2026	Claims	2	206437	North County Public Defense	23,394.28	
			001 - 515 93 41 000		Indigent Defender	23,394.28	
3272	04/08/2026	Claims	2	206438	Northwest Cascade, Inc	248.00	
			101 - 576 80 47 090		Portable Toilets	248.00	
3273	04/08/2026	Claims	2	206439	O'Reilly Auto Parts	65.15	
			412 - 537 50 48 000		Repairs/maint-equip	65.15	
3274	04/08/2026	Claims	2	206440	Office of Financial Recovery	42,099.23	
			001 - 332 93 40 000		GEMT Payment Program - Mec	-21,069.48	
			001 - 332 93 40 000		GEMT Payment Program - Mec	-21,029.75	
3275	04/08/2026	Claims	2	206441	Orca Pacific, Inc.	1,306.60	
			401 - 535 80 31 020		Op Supplies-Chemicals	1,306.60	
3276	04/08/2026	Claims	2	206442	Pacific Style Lawn Maint. Inc.	543.00	
			101 - 576 80 48 014		Winnie Houser Park	543.00	
3277	04/08/2026	Claims	2	206443	Proforce Marketing, Inc	740.65	
			001 - 521 20 26 000		Uniforms/Accessories	251.95	
			001 - 594 21 64 000		Machinery & Equipment	488.70	
3278	04/08/2026	Claims	2	206444	Public Safety Testing, Inc	365.00	
			001 - 522 20 41 000		Professional Services	365.00	
3279	04/08/2026	Claims	2	206445	Puget Sound Energy, Inc.	226.77	
			001 - 521 20 47 000		Public Utilities	226.77	
3280	04/08/2026	Claims	2	206446	Puget Sound Energy, Inc.	126.63	
			401 - 535 80 47 000		Public Utilities	126.63	
3281	04/08/2026	Claims	2	206447	Puget Sound Energy, Inc.	66.19	
			101 - 576 80 47 053		Other Utilities	66.19	
3282	04/08/2026	Claims	2	206448	Puget Sound Energy, Inc.	552.81	
			101 - 576 80 47 000		Riverfront	552.81	
3283	04/08/2026	Claims	2	206449	Puget Sound Energy, Inc.	400.62	
			101 - 576 80 47 000		Riverfront	400.62	
3284	04/08/2026	Claims	2	206450	Puget Sound Energy, Inc.	10.87	
			101 - 576 80 47 000		Riverfront	10.87	
3285	04/08/2026	Claims	2	206451	Puget Sound Energy, Inc.	109.66	
			103 - 542 63 47 000		Public Utilities	109.66	
3286	04/08/2026	Claims	2	206452	Puget Sound Energy, Inc.	308.73	
			101 - 576 80 47 052		Bingham Caretaker	308.73	
3287	04/08/2026	Claims	2	206453	Puget Sound Energy, Inc.	776.34	
			101 - 576 80 47 010		Community Center	776.34	
3288	04/08/2026	Claims	2	206454	Puget Sound Energy, Inc.	163.13	
			102 - 536 20 47 000		Public Utilities	163.13	
3289	04/08/2026	Claims	2	206455	Puget Sound Energy, Inc.	132.34	
			103 - 542 63 47 000		Public Utilities	132.34	
3290	04/08/2026	Claims	2	206456	Puget Sound Energy, Inc.	135.89	
			103 - 542 63 47 000		Public Utilities	135.89	

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3291	04/08/2026	Claims	2	206457	Puget Sound Energy, Inc.	225.64	
					401 - 535 80 47 000 - Public Utilities	225.64	
3292	04/08/2026	Claims	2	206458	Puget Sound Energy, Inc.	68.69	
					103 - 542 63 47 000 - Public Utilities	68.69	
3293	04/08/2026	Claims	2	206459	Puget Sound Energy, Inc.	10.87	
					101 - 576 80 47 053 - Other Utilities	10.87	
3294	04/08/2026	Claims	2	206460	Puget Sound Energy, Inc.	58.40	
					425 - 531 50 47 000 - Public Utilities	58.40	
3295	04/08/2026	Claims	2	206461	Puget Sound Energy, Inc.	19.82	
					101 - 576 80 47 040 - Train	19.82	
3296	04/08/2026	Claims	2	206462	Puget Sound Energy, Inc.	247.68	
					412 - 537 80 47 000 - Public Utilities	247.68	
3297	04/08/2026	Claims	2	206463	Puget Sound Energy, Inc.	20,858.34	
					401 - 535 80 47 000 - Public Utilities	20,858.34	
3298	04/08/2026	Claims	2	206464	Puget Sound Energy, Inc.	13.89	
					101 - 576 80 47 000 - Riverfront	13.89	
3299	04/08/2026	Claims	2	206465	Puget Sound Energy, Inc.	208.79	
					401 - 535 80 47 000 - Public Utilities	208.79	
3300	04/08/2026	Claims	2	206466	Puget Sound Energy, Inc.	620.24	
					401 - 535 80 47 000 - Public Utilities	620.24	
3301	04/08/2026	Claims	2	206467	Puget Sound Energy, Inc.	218.78	
					425 - 531 50 47 000 - Public Utilities	218.78	
3302	04/08/2026	Claims	2	206468	Puget Sound Energy, Inc.	128.81	
					101 - 576 80 47 030 - Museum Apartments	128.81	
3303	04/08/2026	Claims	2	206469	Puget Sound Energy, Inc.	11.91	
					101 - 576 80 47 030 - Museum Apartments	11.91	
3304	04/08/2026	Claims	2	206470	Puget Sound Energy, Inc.	184.97	
					401 - 535 80 47 000 - Public Utilities	184.97	
3305	04/08/2026	Claims	2	206471	Puget Sound Energy, Inc.	46.97	
					101 - 576 80 47 030 - Museum Apartments	46.97	
3306	04/08/2026	Claims	2	206472	Puget Sound Energy, Inc.	209.93	
					101 - 576 80 47 050 - Hammer Square	209.93	
3307	04/08/2026	Claims	2	206473	Puget Sound Energy, Inc.	4,492.67	
					101 - 576 80 47 070 - City Hall	4,492.67	
3308	04/08/2026	Claims	2	206474	Puget Sound Energy, Inc.	123.30	
					401 - 535 80 47 000 - Public Utilities	123.30	
3309	04/08/2026	Claims	2	206475	Puget Sound Energy, Inc.	726.52	
					101 - 576 80 47 020 - Senior Center	726.52	
3310	04/08/2026	Claims	2	206476	Puget Sound Energy, Inc.	388.51	
					401 - 535 80 47 000 - Public Utilities	388.51	
3311	04/08/2026	Claims	2	206477	Puget Sound Energy, Inc.	298.24	
					401 - 535 80 47 000 - Public Utilities	298.24	
3312	04/08/2026	Claims	2	206478	Puget Sound Energy, Inc.	386.59	
					401 - 535 80 47 000 - Public Utilities	386.59	
3313	04/08/2026	Claims	2	206479	Puget Sound Energy, Inc.	64.54	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 47 000		Public Utilities	64.54	
3314	04/08/2026	Claims	2	206480	Puget Sound Energy, Inc.	1,134.22	
			001 - 522 50 47 000		Public Utilities	1,134.22	
3315	04/08/2026	Claims	2	206481	Puget Sound Energy, Inc.	171.04	
			101 - 576 80 47 051		Bingham / Memorial	171.04	
3316	04/08/2026	Claims	2	206482	Puget Sound Energy, Inc.	59.00	
			104 - 559 30 01 105		Utility Payment on Redevelopn	59.00	
3317	04/08/2026	Claims	2	206483	Puget Sound Energy, Inc.	1,741.60	
			401 - 535 80 47 000		Public Utilities	1,741.60	
3318	04/08/2026	Claims	2	206484	Puget Sound Energy, Inc.	624.29	
			101 - 576 80 47 053		Other Utilities	624.29	
3319	04/08/2026	Claims	2	206485	Puget Sound Energy, Inc.	552.31	
			101 - 576 80 47 051		Bingham / Memorial	552.31	
3320	04/08/2026	Claims	2	206486	Pye-Barker Fire & Safety, LLC	336.15	
			412 - 537 80 31 000		Operating Supplies	114.04	
			101 - 576 80 31 003		Operating Sup - Parks Shop	222.11	
3321	04/08/2026	Claims	2	206487	Ricoh USA, Inc	345.56	
			001 - 591 10 70 520		Leases + Subscription IT (SBITA)	77.03	
			001 - 591 20 70 524		Leases + Subscription IT (SBITA)	77.02	
			001 - 591 23 70 001		Lease + Subscription IT (SBITA)	57.24	
			103 - 591 30 70 103		Subscription IT (SBITA) - Street	57.24	
			001 - 591 60 70 519		Leases + Subscription IT (SBITA)	77.03	
3322	04/08/2026	Claims	2	206488	SBA Structures, LLC	671.74	
			001 - 591 28 70 001		Lease + Subscription IT (SBITA)	335.87	
			401 - 591 28 70 401		Leases + Subscription IT (SBITA)	335.87	
3323	04/08/2026	Claims	2	206489	SIRENNET.COM	54.94	
			001 - 521 20 41 023		Canine	54.94	
3324	04/08/2026	Claims	2	206490	SWS Equipment, Inc.	3,579.28	
			412 - 537 50 48 000		Repairs/maint-equip	233.37	
			412 - 537 50 48 000		Repairs/maint-equip	3,345.91	
3325	04/08/2026	Claims	2	206491	Brent Schiefelbein	52.00	
			101 - 576 80 49 000		Misc-Tuition/Registration	52.00	
3326	04/08/2026	Claims	2	206492	Seattle Pump & Equip Co	427.45	
			401 - 535 50 48 010		Maintenance Of Lines	427.45	
3327	04/08/2026	Claims	2	206493	Sedro-Woolley Auto Parts Inc	824.55	
			001 - 518 20 48 000		Repair & Maintenance	15.52	
			001 - 518 20 48 000		Repair & Maintenance	91.57	
			425 - 531 50 48 000		Repairs/Maintenance	41.25	
			412 - 537 50 48 000		Repairs/maint-equip	25.81	
			412 - 537 50 48 000		Repairs/maint-equip	144.42	
			412 - 537 50 48 000		Repairs/maint-equip	14.14	
			103 - 542 30 31 000		Operating Supplies	34.56	
			103 - 542 30 48 010		Repair/Maintenance-Equip	41.57	
			103 - 542 30 48 010		Repair/Maintenance-Equip	15.64	
			103 - 542 30 48 010		Repair/Maintenance-Equip	13.03	
			501 - 548 30 31 000		Operating Supplies	181.80	
			101 - 576 80 48 021		Equipment	205.24	
3328	04/08/2026	Claims	2	206494	Sedro-Woolley Automotive	2,108.22	
			001 - 521 20 48 010		Repair & Maint - Auto	121.03	
			001 - 521 20 48 010		Repair & Maint - Auto	188.15	
			001 - 521 20 48 010		Repair & Maint - Auto	1,799.04	

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3329	04/08/2026	Claims	2	206495	Skagit 911	84,170.66	
					001 - 521 20 41 055 - 911 Contracted Services	79,864.54	
					001 - 522 20 41 020 - Central Dispatch	3,032.00	
					001 - 591 20 70 522 - Leases + Subscription IT (SBITA	1,274.12	
3330	04/08/2026	Claims	2	206496	Skagit Canine Club LLC	60.00	
					001 - 521 20 41 023 - Canine	60.00	
3331	04/08/2026	Claims	2	206497	Skagit Farmers Supply	97.36	
					001 - 521 20 41 023 - Canine	18.45	
					103 - 542 30 31 000 - Operating Supplies	49.59	
					103 - 542 30 31 000 - Operating Supplies	29.32	
3332	04/08/2026	Claims	2	206498	PNG Media LLC, dba Skagit Publishing	1,102.90	
					001 - 511 60 31 001 - Legal Publications	301.28	
					001 - 558 60 41 011 - Advertising Reimbuseable	139.88	
					001 - 558 60 41 011 - Advertising Reimbuseable	328.18	
					401 - 597 00 03 401 - Capital Projects Fund 410	333.56	
3333	04/08/2026	Claims	2	206499	Acct #600000958 Skagit Regional Health	550.00	
					401 - 535 80 41 000 - Professional Services	110.00	
					401 - 535 80 41 000 - Professional Services	110.00	
					103 - 542 30 49 040 - CDL Endorcement Fees	110.00	
					103 - 542 30 49 040 - CDL Endorcement Fees	110.00	
					101 - 576 80 49 020 - Misc-Dues/CDL/Background	110.00	
3334	04/08/2026	Claims	2	206500	Skagit Valley Beekeepers	100.00	
					101 - 382 10 02 101 - Senior Center Deposits	-100.00	
3335	04/08/2026	Claims	2	206501	Smarsh Inc.	41,702.39	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	41,702.39	
3336	04/08/2026	Claims	2	206502	Staples, Inc.	244.93	
					401 - 535 80 31 000 - Office Supplies	10.65	
					401 - 535 80 31 000 - Office Supplies	94.51	
					401 - 535 80 31 000 - Office Supplies	139.77	
3337	04/08/2026	Claims	2	206503	Stericycle	10.36	
					001 - 521 20 41 001 - Professional Services	10.36	
3338	04/08/2026	Claims	2	206504	Sterling Vet Clinic	213.35	
					001 - 521 20 41 023 - Canine	42.30	
					001 - 521 20 41 023 - Canine	171.05	
3339	04/08/2026	Claims	2	206505	Stiles & Lehr Law Inc., PS	300.00	
					001 - 512 50 41 000 - Professional Services	300.00	
3340	04/08/2026	Claims	2	206506	Thermo Fluids Inc.	751.41	
					412 - 537 60 47 011 - Site Recycling Disposal	469.05	
					501 - 548 30 31 000 - Operating Supplies	282.36	
3341	04/08/2026	Claims	2	206507	Vestis	44.34	
					401 - 535 80 49 000 - Laundry	8.41	
					401 - 535 80 49 000 - Laundry	8.41	
					412 - 537 80 49 000 - Misc-Laundry	8.91	
					412 - 537 80 49 000 - Misc-Laundry	8.91	
					103 - 542 30 49 000 - Misc-Laundry	4.85	
					103 - 542 30 49 000 - Misc-Laundry	4.85	
3342	04/08/2026	Claims	2	206508	WA Assoc Of Sheriffs &	75.00	
					001 - 521 20 49 010 - Dues/Subscriptions	75.00	
3343	04/08/2026	Claims	2	206509	WA St Dept of Ecology	3,278.74	
					401 - 535 80 35 020 - Solids Handling	3,278.74	

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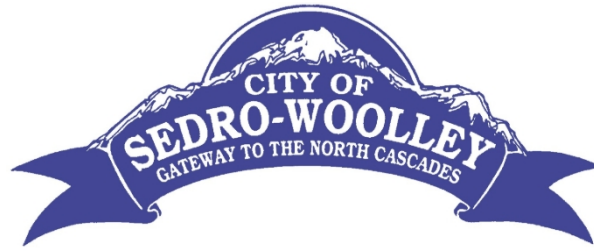
City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3344	04/08/2026	Claims	2	206510	WA St Dept of Transport	111.26	
					104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase :	36.30	
					104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped	44.75	
					104 - 595 10 63 089 - Eng - John Liner Rd Arterial	30.21	
3345	04/08/2026	Claims	2	206511	Woods Logging	325.68	
					001 - 522 20 31 000 - Operating Supplies	78.12	
					401 - 535 50 48 050 - Maint Of General Equip	101.85	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	36.91	
					101 - 576 80 32 000 - Auto Fuel/Diesel	31.48	
					101 - 576 80 48 021 - Equipment	77.32	
3346	04/08/2026	Claims	2	206512	World Kinect Energy Services	6,471.57	
					425 - 531 50 32 000 - Vehicle Fuel	194.26	
					425 - 531 50 32 000 - Vehicle Fuel	457.87	
					412 - 537 80 32 000 - Auto Fuel/Diesel	2,269.71	
					412 - 537 80 32 000 - Auto Fuel/Diesel	3,237.20	
					103 - 542 30 32 000 - Auto Fuel/Diesel	312.53	
3347	04/08/2026	Claims	2	206513	Zachor, Stock & Krepps, Inc PS	9,575.00	
					001 - 515 41 41 001 - Ext Legal-Prosecutor	9,575.00	
3348	04/08/2026	Claims	2	206514	Zoll Medical Corporation	230,318.88	
					501 - 594 22 64 501 - Vehicles - Fire	230,318.88	
3349	04/01/2026	Claims	2	206515	Carl's Towing & Muffler	645.08	
					001 - 521 20 41 001 - Professional Services	322.54	
					001 - 521 20 41 001 - Professional Services	322.54	
3350	04/01/2026	Claims	2	206516	Central Welding Supply	181.24	
					001 - 522 21 31 000 - Operating Supplies - Medical	181.24	
3351	04/08/2026	Claims	2	206517	A-1 Mobile Lock & Key	249.78	
					101 - 576 80 48 001 - Riverfront	249.78	
3352	04/08/2026	Claims	2	206518	Ackermann Electric Co.	1,525.09	
					425 - 531 50 48 000 - Repairs/Maintenance	34.69	
					401 - 535 50 48 000 - Maintenance Contracts	40.50	
					401 - 535 50 48 000 - Maintenance Contracts	27.00	
					401 - 535 50 48 020 - Maint Of Pumping Equip	601.13	
					401 - 535 50 48 020 - Maint Of Pumping Equip	15.12	
					401 - 535 50 48 020 - Maint Of Pumping Equip	40.50	
					401 - 535 50 48 050 - Maint Of General Equip	33.75	
					401 - 535 50 48 050 - Maint Of General Equip	80.45	
					401 - 535 50 48 050 - Maint Of General Equip	67.72	
					401 - 535 80 41 000 - Professional Services	54.00	
					401 - 535 80 41 000 - Professional Services	34.10	
					401 - 535 80 41 000 - Professional Services	452.25	
					401 - 535 80 41 000 - Professional Services	30.38	
					401 - 535 80 41 000 - Professional Services	13.50	
3353	04/08/2026	Claims	2	206519	Amazon Capital Svcs, Inc	3,947.88	
					001 - 512 50 31 000 - Supplies	22.56	
					001 - 514 23 31 000 - Supplies	79.99	
					001 - 518 80 35 000 - Small Tools/Minor Equip	142.05	
					001 - 521 20 31 002 - Office/Operating Supplies	8.68	
					001 - 521 20 31 002 - Office/Operating Supplies	286.48	
					001 - 521 20 31 002 - Office/Operating Supplies	332.49	
					001 - 521 20 31 002 - Office/Operating Supplies	185.53	
					001 - 521 20 31 002 - Office/Operating Supplies	53.19	
					001 - 521 20 31 002 - Office/Operating Supplies	114.49	
					001 - 521 20 31 002 - Office/Operating Supplies	135.94	
					001 - 521 20 31 002 - Office/Operating Supplies	95.55	
					001 - 521 20 31 002 - Office/Operating Supplies	108.54	
					001 - 521 20 41 023 - Canine	57.87	



City Council Agenda Item

Agenda Item No.: e.2.

Date: April 8, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - March 25, 2026

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular meeting held on March 25, 2026.

BACKGROUND/SUMMARY INFORMATION:

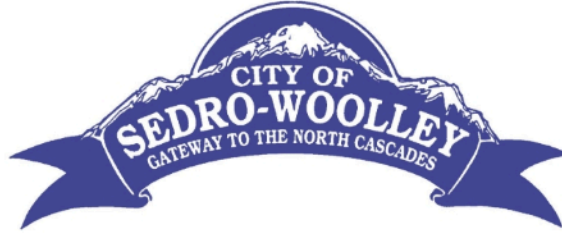
Minutes recorded from the Regular City Council Meeting held on March 25, 2026.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2026.03.25 City Council Meeting Minutes



Regular Meeting of the City Council
March 25, 2026 - 6:00 PM Hybrid Meeting

a. Call to Order

Mayor Julia Johnson called the meeting to order at 6:00 P.M.

b. Pledge of Allegiance

c. Roll Call

Present: Mayor Julia Johnson, Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Allan Henderson, and Nick Lavacca. Councilmember Nora Pederson joined online.

d. Approval of Agenda

Motion made by Councilmember Lavacca and seconded by Councilmember Cocke to approve the agenda. Motion carried (6-0).

e. Consent Agenda

Note: Items on the Consent Agenda 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 Agenda.

Motion made by Councilmember Kesti and seconded by Councilmember Henderson to approve the consent agenda. Motion carried (6-0).

1. Minutes - Regular City Council Meeting - March 4, 2026
2. Minutes - Regular City Council Meeting - March 11, 2026
3. Check Register - Regular
4. Final Acceptance - Contract 2025-PW-01 - City Shops Storage Building
5. Participation Agreement - Six Remnant Defendants - Opioid Settlement

f. Introduction of Special Guests and Presentation

1. Recognition of Community Impact - Stiles & Lehr Inc.

Mayor Julia Johnson recognized Stiles & Lehr Inc. for its 75 years of service to the community and the remarkable impact they have had on the community.

2. Recognition of Community Impact - Loggerodeo President Dottie Chandler

Mayor Julia Johnson recognized the 15-years of service of the Loggerodeo President Dottie

Chandler and the community impact of Loggerodeo events.

3. Recognition of Community Impact - Skagit Trail Builders

Mayor Julia Johnson recognized Skagit Trail Builders and the positive impact they have had on the community.

g. City Administrator Report

1. Riverfront Ballfields Relocation — Option 2

Public Works Director Bill Bullock discussed possible options for the Riverfront Ballfields relocation with the City Council.

2. Senior Services Update

City Administrator Charlie Bush shared an update on the senior services nutrition meal program.

3. Recognition of Mayor Johnson

City Administrator Charlie Bush and Finance Director Kelly Kohnken presented Mayor Julia Johnson with a letter of acknowledgment for her accomplishments to the community and the City of Sedro-Woolley as well as presented a plaque of appreciation.

h. Councilmember and Mayor's Report

Councilmember Lavacca announced the 250th anniversary of Loggerodeo 4th of July parade, and also wanted to thank the Skagit Trail Builders.

Councilmember Lavacca gave a heartfelt thank you to Mayor Julia Johnson for her compassion during a very difficult time in his life.

Councilmember Loy announced he is retiring from the Skagit County Parks Board after 25 years of service.

Councilmember Kesti announced the Welcome Home Veterans' parade would be on Saturday, March 28th, 2026 at 11am then invited the councilmembers and staff to the museum for the grand opening of the military exhibit.

Councilmember Pederson attended the Skagit Housing Consortium and the Northstar meetings, and then attended the ribbon cutting for Olmsted Park and Star Center.

Councilmember Pederson thanked Mayor Julia Johnson for her long service to the community and said what an honor it was to begin her personal term working alongside Mayor Julia Johnson.

Councilmember Henderson mentioned the programming of the West Ferry St light needs to

be adjusted. Also, there was a man living in his car on Ferry Street, and he has received complaints and concerns from residents living in the area and requested we take a look at ordinances related to this situation.

Councilmember Henderson attended the ribbon cutting for Olmsted Park and requested we place the opening day on Facebook to eliminate the confusion.

Councilmember Cocke attended the ribbon cutting of Olmsted Park and Star Center.

Councilmember Cocke thanked Mayor Julia Johnson for her leadership as an elected official.

Mayor Julia Johnson thanked everyone for making her last meeting and special evening, and she felt blessed and honored. Mayor Julia Johnson attended the ribbon cutting for Olmsted Park and Star Center, Representative Rick Larsen attended both as well.

Mayor Julia Johnson recommended having the public meeting at Olmsted Park to receive feedback from the public. The Star Center will be opening soon.

Mayor Julia Johnson thanked the council for the funding allowance for Olmsted Park.

Mayor Julia Johnson followed up on the BESS letters sent out. AWC is looking for a board member in our district to serve on the AWC legislative board,

Mayor Julia Johnson had a concern about speeding on North Fruitdale and asked Chief McIlraith about options as a resolution.

i. Proclamation(s)

j. Public Comments

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public Comment' until 4:30pm the day before the meeting.

A public comment period was held.

Chester Allhouse and Joe Kunzler made public comments.

k. Public Hearing(s)

l. Unfinished Business

1. Offer Acceptance - 827 John Liner Rd.

Public Works Director Bill Bullock shared with City Council the offer for property at 827 John Liner Rd.

Motion to accept the offer for sale of 827 John Liner and authorize Mayor Julia Johnson or designee to execute all documents to close the transaction, with any minor updates to documents necessary made by Councilmember Kesti and seconded by Councilmember Pederson. Motion carried (6-0).

m. New Business

1. Purchase Award - WWTP Dewatering Equipment - Action Requested

Public Works Director Bill Bullock shared with City Council the purchase award regarding the de-watering screw press for the Wastewater Plant.

Motion made by Councilmember Pederson and seconded by Councilmember Cocke to authorize Mayor Julia Johnson, or designee, to award the purchase of the de-watering screw press for the Wastewater Treatment Plant (WWTP) was submitted by Huber Technologies Inc. for the total bid amount of \$413,561.83. Motion carried (6-0).

2. Applicant Interviews - Ward 6 Vacancy

Finance Director Kelly Kohnken spoke to the City Council about the steps for how to proceed with the applicant interviews for the ward 6 vacancies, according to the governance handbook.

Karl deJong, Anne Laue and Elysia Stout were interviewed by the City Council to fill the position with a Ward 6 council member.

Motion made by Councilmember Pederson and seconded by Councilmember Lavacca to suspend the rule from the governance handbook to go into executive session to discuss applicant interviews. Motion carried (6-0).

Councilmember Kesti and seconded by Councilmember Henderson, nominated to appoint Karl deJong to fill the Ward 6 vacancy. Motion failed (4-2). Councilmembers Cocke and Pederson opposed.

Councilmember Cocke and seconded by Councilmember Pederson, nominated to appoint Anne Laue to fill the Ward 6 vacancy. Motion carried (2-4). Councilmembers Henderson, Kesti, Loy and Lavacca opposed.

Mayor Julia Johnson swore in Karl de Jong as Ward 6 Councilmember.

n. Information Only Items

1. Goldeneye BESS Opposition Letters

o. Good of the Order

Bill Bullock shared the Jones, John Liner Bridge will begin construction. April 9–14, 2026

will be in full steam ahead to start construction in 2027 and SR9 & SR 20 is re-opened.

Mayor Julia Johnson thanked the citizens and shared she had found coverage for all the boards she sits on. Mayor Julia Johnson suggested Paul Cocke become the new Mayor and read about his qualifications to the City Council.

Councilmember Karl de Jong thanked the council for the nomination and also thanked his wife for her support.

p. Executive Session

q. Adjournment

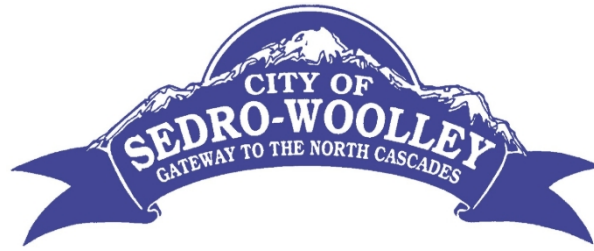
The meeting adjourned at 9:22pm.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.3.

Date: April 8, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Joint City Council Study Session and Planning Commission Meeting -
April 1, 2026

RECOMMENDED ACTION:

Motion to approve Joint City Council Study Session and Planning Commission meeting minutes held on April 1, 2026.

BACKGROUND/SUMMARY INFORMATION:

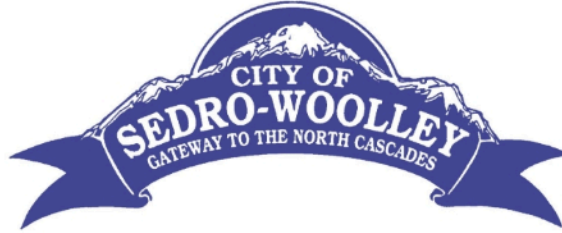
Minutes recorded for the Joint City Council Study Session and Planning Commission Meeting held on April 1, 2026.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2026.04.01 Joint City Council Study Session and Planning Commission Meeting



Joint City Council Study Session and Planning Commission Meeting Minutes of the City
Council
April 1, 2026 - 6:00 PM Hybrid Meeting

a. Call to Order

Mayor Pro Tem Nick Lavacca called the meeting to order at 6:00 P.M.

b. Pledge of Allegiance

c. Roll Call

Present: Mayor Pro Tem Nick Lavacca, Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Nora Pederson, Allan Henderson, and Karl de Jong.

Present: Commissioners Joe Franett, Joe Fatizzi, Madison Bowman, Matthew Desvoigne, Jessica Jasper. Commissioner Pat Huggins arrived at 6:35pm. Commissioner Cassandra Sexton was absent.

d. Introduction of Special Guests and Presentation

e. Unfinished Business

1. Draft 2025-2045 Periodic Update of the Comprehensive Plan (Version 12)

Community Development Director Tom Glover and Public Works Director Bill Bullock, along with Facet Consultants Donna Keeler and Matt Covert shared updates to the Draft 2025-2045 of the Comprehensive Plan (Version 12).

Motion made by Councilmember Henderson and seconded by Councilmember Cocke to set a public hearing to continue discussion regarding the 2025-2045 Comprehensive Plan (Version 12) updates on April 22, 2026. Motion carried (7-0).

Motion made by Henderson and seconded by Councilmember Pederson to have an executive session at the end of the meeting regarding real estate RCW 42.30.110(1)(c). Motion carried (7-0).

f. New Business

g. Public Comments

Please keep comments to three minutes or less. Because State law prohibits the use of city facilities for the purpose of supporting or opposing a campaign or ballot proposition, we respectfully request that public comment not make reference to such matters.

Written comments will be accepted by letter or via email at finance@sedro-woolley.gov Attn: 'Public

Comment' until 4:30pm the day before the meeting.

A public comment period was held.

h. Executive Session

At 7:46pm, Mayor Pro Tem Nick Lavacca announced the City Council, Public Works Director Bill Bullock, and City Attorney Dan Curtis, would be in executive session to discuss real estate (RCW 42.30.110(1)(c) for 10 minutes, to return at 7:56pm.

The executive session was extended by 5 minutes, to return at 8:00pm.

At 8:00pm, the council returned. No action was taken.

i. Adjournment

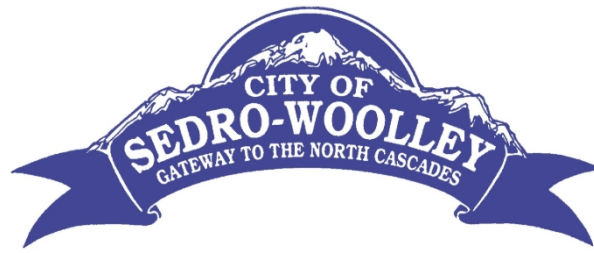
The meeting adjourned at 8:00pm.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.4.

Date: April 8, 2026

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: Lease Agreement Amendment and Extension - Skagit Valley Farm

RECOMMENDED ACTION:

Motion to approve the lease amendment and five-year extension with Skagit Valley Farm for the city-owned property along River Road.

BACKGROUND/SUMMARY INFORMATION:

Skagit Valley Farm and its predecessor company, Sterling Hill Potatoes, leases 23 acres of city-owned property along River Rd to the west of Riverfront Park. The attached lease document was approved by City Council in 2021 and is set to expire on December 31st of this year. As part of the Loggerodeo event planning for 2026, event planners and city staff have identified the need for additional parking for the carnival and fireworks show. Staff approached Skagit Valley Farm about reducing the area of usable farm land to accommodate the additional parking. Skagit Valley Farm was able to agree to the city's needs. The attached lease amendment amends the original agreement to reflect the reduced farming acreage and reduced the lease payment due to the city. Additionally, it extends the lease agreement for an additional 5-year term. Skagit Valley Farm is a local grower of various crops and they have been an excellent partner in managing the site.

FISCAL IMPACT, IF APPROPRIATE:

The original lease agreement paid the city \$5,244.00 per annum. The lease amendment reduces that annual payment to \$3,723.24 to reflect the reduced area of farm land.

ATTACHMENTS:

1. Skagit Valley Farm Lease

SKAGIT VALLEY FARM LEASE AGREEMENT

This lease made and entered into by and between CITY OF SEDRO-WOOLLEY, a Municipal Corporation of the State of Washington, hereinafter called the "LESSOR", and SKAGIT VALLEY FARM, LLC., a Washington Limited Liability Corporation, hereinafter called "LESSEE".

I. PURPOSE:

In consideration of an in accordance with the terms, covenants and conditions hereinafter set forth, the LESSOR hereby leases to the LESSEE the premises (Skagit Valley Farm Field #140) and property described below in this agreement for the purpose of farming the premises.

LEGAL DESCRIPTION

A portion of the property legally described in Exhibit A more specifically identified by the attached map. On-site boundaries shall be established by LESSOR and LESSEE.

II. USE OF FACILITIES:

A. The LESSEE may use only those facilities within the area described above and identified on the attached map. The LESSEE shall be limited to farming on approximately 32.5 acres of land. Further, Lessee shall ensure all farming activities are done within acceptable Skagit County agricultural management practices. Failure to use the property solely for the purpose set forth in this section shall result in the LESSEE forfeiting the lease.

All operations under this lease shall be conducted in a manner that will not unreasonably interfere with public use and enjoyment of adjoining lands under the ownership and/or jurisdiction of the City. Necessary precautions will be taken by the LESSEE to ensure the safety of the public in all phases of operation under this lease.

B. CITY'S RESERVATION OF USE. With 12 months advance notice, the City reserves the right to designate in the field and/or modify the boundaries of farming activities and to eliminate sites from farming when deemed necessary by the City. For the River Road site, the City further reserves the right to use the East 150 feet of the site for parking during City-sanctioned events and LESSEE agrees to prepare that area to allow for use by the City as required. The City also reserves the right to use and/or allow the use of the entire site (passive use as a debris field) for the annual fireworks display, which includes disturbing an area approximately 20' x 50' in the center of the site identified on Exhibit B.

III. TERM

This lease shall commence on April 1, 2021, and expire on December 31, 2026, provided that the terms may be extended by written agreement of the parties.

IV. LEASE PAYMENT SCHEDULE

The LESSEE shall pay \$5,244.00 per annum in rent to LESSOR for the use and occupation of the premises described in section I. Payments shall be made as follows: 50% of the rent by April 15th of each year and 50% of the rent on October 15th of each year. Checks are to be made payable to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

LESSEE shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the commencement date hereof), until paid, on Rent or other sums owing under the terms of this Lease commencing the date such Rent or other sum is due and payable. In the event LESSOR pays any sum or incurs any expense which LESSEE is obligated to satisfy or pay under this Lease, or which is made on behalf of LESSEE, LESSOR shall be entitled to receive reimbursement thereof from LESSEE upon demand, together with interest thereon from the date of expenditure at the rate stated above. Payment must be made no later than the 5th day of the first month of the term.

The City shall invoice and LESSEE shall pay all necessary leasehold taxes as required by law.

V. IMPROVEMENTS:

LESSEE shall not make any alterations, additions, or improvements to the premises.

VI. MANAGEMENT

A. Weed Control. LESSEE shall protect water resources and streams from pollution and/or contamination by properly using agriculturally approved pesticides or herbicides applied by licensed personnel in accordance with all rules and regulations.

B. Management. The premises, and all improvements regardless of ownership thereon, shall be managed and maintained by LESSEE in accordance with customary standards of the industry.

C. Hazardous, Toxic or Harmful Substances.

1. Deleterious Material. LESSEE shall not make, or suffer to be made, any filling in of the premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes,

hydrocarbons, any other pollutants, or other matter within or upon the premises, except as approved in writing by the LESSOR. If the LESSEE fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the premises, the LESSEE agrees that the LESSOR may, but is not obligated to, remove such materials and charge the LESSEE for the cost of removal and disposal.

2. Hazardous, Toxic or Harmful Substances.

a. LESSEE shall not keep on or about the premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out LESSEE's permitted use under subsection II, and unless LESSEE fully complies with all federal, state and local laws, regulations, statutes and ordinances, now in existence or as subsequently enacted or amended.

b. LESSEE shall:

(1) Immediately notify the LESSOR of (i) all spills or releases of any hazardous substance affecting the premises, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the premises by, or any correspondence, orders, citations or notifications from any regulatory entity concerning the hazardous substances affecting the premises, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the premises; and

(2) On request, provide copies to the LESSOR of any and all correspondence, pleadings, and/or reports received by or required of LESSEE or issued or written by LESSEE or on

LESSEE's behalf with respect to the use, presence, transportation or generation of hazardous substances related to the premises.

c. LESSEE shall be fully and completely liable to the LESSOR, and shall indemnify, defend and save harmless LESSOR and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of LESSEE's use, disposal, transportation, generation and/or sale of hazardous substances or that of LESSEE's employees, agents, assigns, subleases, contractors, subcontractors, licensees or invitees, and for any breach of this subsection.

VIII. SUBLEASES and ASSIGNMENTS

A. Sublease. Persons or businesses engaged in commercial agriculture frequently "trade" fields with other engaged in the same business for the purpose of crop rotation. Crop rotation ensures that important nutrients are not stripped from the soil and that it has time to recover between plantings of the same crop. LESSEE, with the written permission of the City, may utilize the premises for this purpose. Any "sub-lessor" must maintain insurance in the same type and amount as LESSEE. LESSEE remains fully liable to LESSOR for the premises, as outlined herein.

B. Assignment. LESSEE shall not hypothecate, mortgage, assign, encumber, transfer or otherwise alienate this lease, or any interest therein or engage in any other transaction which has the effect of transferring or affecting the right of enjoyment of the premises. This lease shall not be assigned.

IX. INSURANCE:

A. **Insurance Term**

The Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. **No Limitation**

The Lessee's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Lessor shall be named as additional an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.
3. Pollution Liability.

A. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.
3. Pollution Liability Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Lessee. Lessee's Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

The Lessor shall be named by endorsement as an additional insured on the Pollution Liability insurance policy.

B. Other Insurance Provisions

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. Verification of Coverage

The Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

E. Waiver of Subrogation

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

F. Lessor's Property Insurance

Lessor shall purchase and maintain during the term of the Lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

G. Notice of Cancellation

The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

I. Lessor Full Availability of Lessee Limits

If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee.

X. INDEMNITY:

The LESSEE covenants and agrees to assume all responsibility and liability connected with the use and occupation of the leased premises during the entire period of the lease and to save and hold harmless the LESSOR from any and all claims, rights, or actions, or for damages of every kind, character and description that may be occasioned by or through LESSEE's use and occupation of said premises for any work, labor, or construction done thereon, which may or might be suffered or claimed by any party or person or corporation done thereon, which may or might be suffered or claimed by any party or person or corporation, whatsoever, either to property or person and to defend any and all actions that may or might be instituted in which the LESSOR shall become a party by virtue of this lease, and to pay any and all judgment that may or might be obtained against the LESSOR thereby.

XI. RIGHT OF ENTRY:

During the term of this lease, Lessor reserves the right for its agents, employees or assigns to enter upon the premises and all parts thereof, at any reasonable time or times, and with at least 12 hours prior notice to Lessee for the purpose of inspection, consultation with the Lessee, making repairs or improvements, posting notices, and for lawful purposes whatsoever.

XII. TERMINATION:

A. LESSOR shall have the right to terminate this lease for any default in payments on the part of LESSEE or breach of any condition of this lease. Such termination shall become effective thirty (30) days after written notice of termination is presented to LESSEE. It is also agreed that each party shall have the right to terminate the lease, without cause, by giving two (2) months written notice.

B. If LESSEE violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this lease, and if such default or violation shall continue or shall not be remedied within ten (10) days (thirty [30] days in the case of nonpayment of rent or other payments due hereunder) after notice in writing thereof given by LESSOR to LESSEE specifying the matter claimed to be in default, LESSOR, at its option, may immediately declare LESSEE's rights under this lease terminated, and reenter the premises and repossess itself thereof, as of its former estate. If upon the reentry of LESSOR, there remains any personal property of LESSEE or of any other person, firm or corporation upon the premises, LESSOR may, but without the obligation to do so, remove said personal property and place the same in a public warehouse or garage, as may be reasonable, at the expense and risk of the owners thereof, and LESSEE shall reimburse LESSOR for any expense incurred by LESSOR in connection with said removal and/or storage. Notwithstanding any such reentry, the liability of

LESSEE for the full rent provided for herein shall not be extinguished for the balance of the term of this lease.

XIII. AMENDMENTS:

Any amendments, revisions, supplements or additions to this lease or the attached exhibits shall be made in writing executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements. Such changes may be made by formal amendment of the lease with approval of the City Council.

XIV. NOTICE:

Mail all correspondence to:

City of Sedro-Woolley
ATTN: Doug Merriman, City Supervisor
325 Metcalf Street
Sedro-Woolley, WA 98284
(360) 855-1661

Skagit Valley Farm
ATTN: Tony Wisdom
P.O. Box 870
Burlington WA 98233
360.854.2500


XV. CONDITION AT END OF LEASE

Prior to vacating the premises, the LESSEE shall leave the premises and all improvements thereon to which LESSOR has elected to claim title in the state of repair and cleanliness required to be maintained by LESSEE during the term of the lease and shall peaceably and quietly surrender the same to LESSOR.

XVI. ENTIRE AGREEMENT

This written lease or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

LESSOR:
DATED:



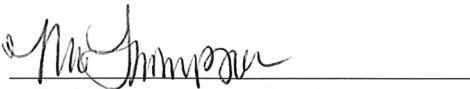
Julia Johnson, Mayor

LESSEE:
DATED:



Tony Wisdom, Founder/CEO

Approved as to form:



Nikki Thompson, City Attorney

Exhibit A1

[For River Road site]

Approximately 23 acres:

PARCEL A: BLOCKS 112, 122, 123, 124, 125, 126, 127, 138, 139 AND 140, PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH ALL VACATED STREETS AND ALLEYS ADJACENT THERETO AS VACATED BY ORDER FILED IN COMMISSIONERS FILE NO. 11231. EXCEPT THE FOLLOWING DESCRIBED TRACT: THOSE PORTIONS OF LOTS 1 THROUGH 14 OF BLOCK 139 AND LOTS 18 THROUGH 29 OF BLOCK 139 AND BLOCK 141 AND VACATED WATER AVENUE AND THE VACATED ALLEY IN BLOCK 139 WHICH LIE NORTH OF RIVER ROAD, EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 14, BLOCK 139, AND WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 139, ALL IN THE PLAT OF THE TOWN OF SEDRO AS RECORDED IN VOLUME 1 OF PLATS AT PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE NORTH 32 FEET THEREOF. ALSO TOGETHER WITH PARCEL B: THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF THE CENTERLINE OF THAT CERTAIN DITCH EASEMENT CONVEYED TO THE CITY OF SEDRO WOOLLEY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 649376; THE SOUTH 600 FEET OF THE FOLLOWING DESCRIBED TRACT (AS MEASURED ALONE THE EAST LINE THEREOF, AND BY A LINE DRAWN PARALLEL TO THE SOUTH LINE THEREOF) THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE WEST LINE OF THE PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T., ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 18. RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1,000.93 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THOSE PREMISES CONVEYED TO THE CITY OF SEDRO WOOLLEY BY DEED DATED APRIL 20, 1964, AND FILED UNDER AUDITOR'S FILE NO. 649381; THENCE NORTH ALONG THE EAST LINE OF SAID CITY OF SEDRO WOOLLEY PREMISES 517 FEET, MORE OR LESS, TO THE SOUTH LINE OF THOSE PREMISES TO THE CITY OF SEDRO WOOLLEY BY DEED DATED MARCH 12, 1956, FILED JULY 2, 1956, UNDER AUDITOR'S FILE NO. 536237; THENCE EAST ALONG SAID SOUTH LINE 150 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID PREMISES CONVEYED BY DEED FILED UNDER AUDITOR'S FILE NO. 538237; THENCE NORTH ALONG THE EAST LINE OF SAID LAST MENTIONED CITY OF SEDRO WOOLLEY PREMISES 450 FEET TO AN ANGLE POINT IN SAID EAST LINE; THENCE CONTINUE NORTH 19 DEGREES 30' EAST ALONG SAID EAST LINE 258 FEET TO THE SOUTH LINE OF ALEXANDER STREET AS NOW ESTABLISHED IN THE CITY OF SEDRO WOOLLEY; THENCE EAST ALONG THE SOUTH LINE OF SAID ALEXANDER STREET AND SAID SOUTH LINE PRODUCED TO THE WEST LINE OF SAID PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T.; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT ROAD, EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY BY DEED RECORDED MARCH 27, 1977, UNDER AUDITOR'S FILE NO. 853514. SITUATE IN SKAGIT COUNTY, WASHINGTON.

Tamara Carlson

From: Sherri Martin <sherri-martin@leavitt.com>
Sent: 04/08/2021 11:04 AM
To: Tamara Carlson
Subject: RE: COI needed - City of Sedro Woolley
Attachments: CG 2024 City of Sedro Woolley - Sterling Hill.pdf; ACORD Form 20210408-105848.pdf

Attached is the Certificate and endorsement. The Endorsement has both names on it, as it was issued originally in December.

Thank you,

Sherri Martin

Customer Service Representative
Sloan-Leavitt Insurance Agency Inc.
6119 Burden Blvd Suite D | Pasco, WA 99301
Phone: 509.537.0500 ext 6221 | sherri-martin@leavitt.com

From: Tamara Carlson <Tamara.Carlson@skagitvalleyfarm.com>
Sent: Thursday, April 8, 2021 9:27 AM
To: Sherri Martin <sherri-martin@leavitt.com>
Subject: RE: COI needed

Yes, the new lease is with us.

Tamara Carlson

From: Sherri Martin <sherri-martin@leavitt.com>
Sent: 04/08/2021 7:52 AM
To: Tamara Carlson <Tamara.Carlson@skagitvalleyfarm.com>
Subject: RE: COI needed

Is this for Skagit Valley Farm? Last cert I did was for Sterling Hill in December to City of Sedro Woolley for River Road.

Sherri Martin

Customer Service Representative
Sloan-Leavitt Insurance Agency Inc.
6119 Burden Blvd Suite D | Pasco, WA 99301
Phone: 509.537.0500 ext 6221 | sherri-martin@leavitt.com

From: Tamara Carlson <Tamara.Carlson@skagitvalleyfarm.com>
Sent: Thursday, April 8, 2021 6:37 AM
To: Sherri Martin <sherri-martin@leavitt.com>
Subject: COI needed

Hi Sherri,

Please see the requirement for certificate of insurance on page 4 of this lease with the City of Sedro Woolley.

Skagit Valley Farm, LLC

Sterling Hill LLC

POLICY NUMBER: PAC2605969-05

12-10-2020 to 12-10-2021

COMMERCIAL GENERAL LIABILITY

CG 20 24 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284	Per land lease agreement on file, 23 acres of leased land on River Road

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Sloan-Leavitt Insurance Agency, Inc. 6119 Burden Blvd Suite D Pasco WA 99301	CONTACT NAME: Sherri Martin PHONE (A/C, No, Ext): (509) 537-0500 E-MAIL ADDRESS: sherri-martin@leavitt.com	FAX (A/C, No): (866) 278-7065
	INSURER(S) AFFORDING COVERAGE	
INSURED Skagit Valley Farm, LLC PO Box 870 Burlington WA 98233	INSURER A: Penn Millers Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL2012312199 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	PAC2605969-05	12/10/2020	12/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PAC2605969-05	12/10/2020	12/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PAC2605969-05	12/10/2020	12/10/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PAC2605969-05	12/10/2020	12/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Borrowed/Rented/Leased Equip			PAC2605969-05	12/10/2020	12/10/2021	\$2500 deductible \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is agreed City of Sedro-Woolley, its officials, agents and employees are additional insured per the land lease agreement for the 23 acres on River Road

CERTIFICATE HOLDER (360) 855-1661 csalseina@ci.sedro-woolley.wa City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sherri Martin/SHMART 
--	--

LEASE AMENDMENT AND EXTENSION AGREEMENT

This extension is made and entered into by and between CITY OF SEDRO-WOOLLEY, A Municipal Corporation of the State of Washington, hereinafter called the "LESSOR", and SKAGIT VALLEY FARMS, Inc., a Washington Corporations hereinafter called "LESSEE",

I. PRIOR AGREEMENTS:

The City and Skagit Valley Farm are parties to that certain lease agreement dated April 1st, 2021. That agreement included a provision under Paragraph III that allows the parties to extend the lease by a written extension.

The Agreement also includes a provision under Paragraph XIII that allows for Amendments thereto by writing executed by the Parties.

II. EXTENTION OF TERM:

The lease is extended with the following term:

This extension shall commence For the River Road Site: May 1, 2026, and expire on December 31, 2031

III. AMENDMENT TO LEASE PAYMENT SCHEDULE

The LESSEE shall pay \$3,723.24 per annum for the River Road site in rent to LESSOR for the use and occupation of the premises described in exhibit A. Payments shall be made as follows: 50% of the rent by April 15th of each year and 50% of the rent on October 15th of each year. Checks are to be made payable to: City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284.

LESSEE shall pay interest at the rate of one percent (1%) per month (or at such higher rate as may be authorized by statute after the commencement date hereof), until paid, on Rent or other sums owing under the terms of this Lease commencing the date such Rent or other sum is due and payable. In the event LESSOR pays any sum or incurs any expense which LESSEE is obligated to satisfy or pay under this Lease, or which is made on behalf of LESSEE, LESSOR shall be entitled to receive reimbursement thereof from LESSEE upon demand, together with interest thereon from the date of expenditure at the rate stated above. Payment must be made no later than the 5th day of the first month of the term.

LESEE shall pay all necessary leasehold taxes as required by law.

IV. AMENDMENT TO USE OF FACILITIES:

A. The LESSEE shall be limited to farming on approximately 14.07 acres of land. Further, Lessee shall ensure all farming activities are done within acceptable Skagit County agricultural management practices. Failure to use the property solely for the purpose set forth in this section shall result in the LESSEE forfeiting the lease.

All operations under this lease shall be conducted in a manner that will not unreasonably interfere with public use and enjoyment of adjoining lands under the ownership and/or jurisdiction of the City. Necessary precautions will be taken by the LESSEE to ensure the safety of the public in all phases of operation under this lease.

B. CITY'S RESERVATION OF USE. With 12 months advance notice, the City reserves the right to designate in the field and/or modify the boundaries of farming activities and to eliminate sites from farming when deemed necessary by the City. The City further reserves the right to use the East 440 feet of the site for parking during City-sanctioned events and LESSEE agrees to prepare that area to allow for use by the City as required. The City also reserves the right to use and/or allow the use of the entire site (passive use as a debris field) for the annual fireworks display, which includes disturbing an area approximately 20' x 50' in the center of the site identified on Exhibit A.

V. INSURANCE:

Section IX. INSURANCE is deleted in its entirety and replaced with the following:

J. Insurance Term

The Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

K. No Limitation

The Lessee's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

L. Minimum Scope of Insurance

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Lessor shall be named as additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.
3. Pollution Liability.

M. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.
3. Pollution Liability Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Lessee. Lessee's Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

The Lessor shall be named by endorsement as an additional insured on the Pollution Liability insurance policy.

N. Other Insurance Provisions

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

O. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

P. Verification of Coverage

The Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

Q. Waiver of Subrogation

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

R. Lessor's Property Insurance

Lessor shall purchase and maintain during the term of the Lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

S. Notice of Cancellation

The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of their receipt of such notice.

T. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the Lessor may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

U. Lessor Full Availability of Lessee Limits

If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee.

VI. OTHER CONDITIONS:

All other terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect and unchanged by this Modification & Extension.

LESSOR:
DATED:

LESEE:
DATED:

, Mayor

Skagit Valley Farm LLC.
By: Tony Wisdom

ATTEST:

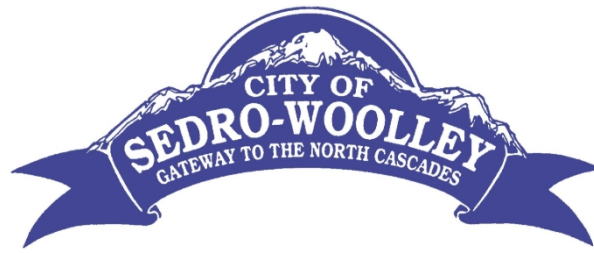
Kelly Kohnken, Finance Director

Approved as to form:

Dan Curtis, City Attorney



EXHIBIT A



City Council Agenda Item

Agenda Item No.: e.5.

Date: April 8, 2026

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: ERR Purchase - Front Mount Roadside Mower

RECOMMENDED ACTION:

Motion to authorize Public Works Director William Bullock to execute the attached purchase order for a new mower 2026 Kubota F2690 totaling \$28,666.96.

BACKGROUND/SUMMARY INFORMATION:

The 2026 Equipment Replacement Fund (ERR) budget includes funding to replace a 2016 John Deere front-mount mower that is primarily used to mow roadside rights of way and inside city-owned stormwater detention facilities. The mower is occasionally used in parks when needed. Staff solicited quotes utilizing the Sourcewell Grounds Maintenance Equipment Contract. The proposed new mower is a 2026 Kubota F2690 with a 72" rear discharge mowing deck. The existing 2016 mower is still in acceptable mechanical condition and will be retained as a backup spare.

FISCAL IMPACT, IF APPROPRIATE:

Cost of the unit is \$28,666.96. These funds are budgeted and available in fund 501 to support the purchase.

BARS #594.42.64.000 Equipment & Vehicles—Streets

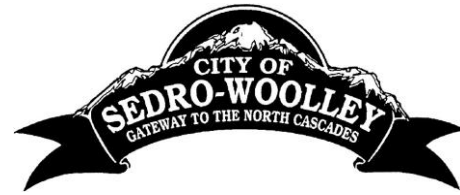
ATTACHMENTS:

1. Kubota F2690
2. 2026-PO-11 Scholten's Equipment Purchase Order



City of Sedro-Woolley

325 Metcalf Street
 Sedro-Woolley, WA 98284
 Phone (360) 855-0771 Fax (360) 855-0707



The following number must appear on all related correspondence, shipping papers, and invoices:

PURCHASE ORDER

P.O. NUMBER: 2026-PO-11

VENDOR:

Scholten's Equipment
 Attn: Duane Henrickson
 9534 Green Road
 Burlington, WA 98233
 Tel: 360-755-0560
 Email: dh@scheq.com

SHIP TO:

City of Sedro-Woolley
 Attn: Nathan Salseina
 501 Alexander Street
 Sedro-Woolley, WA 98284
 Tel: (360) 856-0151
 Email: nsalseina@sedro-woolley.gov

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
04/09/2026	Nathan Salseina			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	Kubota F2690 per attached Quote No. 33659, dated 03/31/2026 Sourcewell Contract 's: 112624-KBA Ground Maintenance Equipment and Solutions; 082923-KBA Ag Tractors with Related Attachments	\$26,372.55	\$26,372.55
			SUBTOTAL	\$26,372.55
			DISCOUNT	Included
			SHIPPING & HANDLING	Included
			8.7% SALES TAX	\$2,294.41
			OTHER	N/A
			TOTAL	\$28,666.96

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

594.42.64.000 Fund 501 \$28,666.96 Equipment & Vehicles - Street

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: ap@ci.sedro-woolley.wa.us

Authorized by _____

Date _____

-- Standard Features --

-- Custom Options --



Kubota

F Series F2690

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model #D1105
 3 Cyl., 1123 cu. cm.
 +23.3 Gross Eng. HP
 @3000 Eng. RPM
 CARB Certified

Alternator -- 40 Amps
 Hand Throttle
 Dual Element Air Cleaner

OPERATING FEATURES

Tilt Steering Wheel
 Power Steering
 Deluxe Suspension Seat
 w/ 4 Adj. Controls

HYDRAULICS

Open Center -- Gear Type
 2 Point Hitch Lift
 Cap at Lift Point -- 573 lbs
 8.6 GPM Hyd. Pump Cap.
 6 GPM Remote Outlet

HYD. INDEPENDENT PTO

Hyd. Multi-Disc PTO
 Single Speed PTO
 2545 rpm @ 3000 Eng. rpm

+ Manufacturer Estimate

TRANSMISSION

Hydrostatic Drive (F2/R2)
 Forward Speed -- 0 - 12.5 mph
 Reverse Speed -- 0 - 6.8 mph
 Front Differential Lock

FLUID CAPACITY

Fuel Tank 16.1 gal
 Cooling System 4.9 qts
 Engine Oil 3.7 qts
 Transmission and Hydraulics 14.8 qts

SAFETY EQUIPMENT

2 Post Foldable ROPS w/
 Retractable Seat Belt
 ROPS meet ISO and OSHA
 Safety Start Switch
 Operator Presence Control
 Parking Brake
 Overheat Alarm Buzzer

INSTRUMENTS

Liquid Chrystal Display (LCD)Panel
 Hour Meter
 Electric Fuel Gauge
 Temperature Gauge
 Easy Checker™
 Oil Light
 Charge Light
 Glow Plug Light

SELECTED TIRES

sub163
 FRONT - 24x12.00-12 R3 Maxxis Pro Tech
 REAR - 18x9.50-8 R3 Kenda Super Turf K500

F2690 Base Price: \$26,227.00

Selected Kubota Attachments

(1) SUSPENSION SEAT \$508.00
 F8280-SUSPENSION SEAT

(1) 72"REAR DISCHARGE MOWER \$5,725.00
 RCK72R-F36-72"REAR DISCHARGE MOWER

Total Kubota Attachments: \$6,233.00

Total Attachments: \$6,233.00

Configured Price: \$32,460.00

Sourcewell Discounts:

Kubota Items: (\$7,141.20)

Total Discount: (\$7,141.20)

SUBTOTAL: \$25,318.80

Kubota Item Fees:

Dealer Assembly: \$110.00

Freight Cost: \$543.75

PDI: \$400.00

Total Unit Price: \$26,372.55

Quantity Ordered: 1

Sales Tax \$2,294.41

Final Sales Price: \$28,666.96

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



Scholten's Equipment

9534 Green Road
 Burlington WA 98233
 United States
 360.755.0560



Printed 2026-03-31

Bill of Sale

Page 1 of 1

Name/Company	City of Sedro Woolley- Maintenance & Operations	Telephone	360-855-0771
Address	325 Metcalf Street	Account Manager	Duaine Henrickson
City/Town, State/Province	Sedro Woolley, WA	Location	Burlington Kubota
Postal/Zip Code	98284	Quote No.	33659
	Quote Date	2026-03-31	In Effect Until
			2026-01-28

How did we get started 45 years ago? Hauling used equipment out of the Midwest. We put a 100hr. 90 day drivetrain warranty-money back guarantee on everything we sold. We still do this today on most of the equipment we sell. (unless noted otherwise). Take the risk out of buying used equipment.

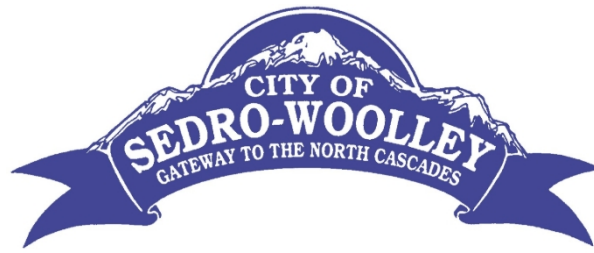
Quantity	Description	Price \$
Sales Items		
2026 - New - Kubota F2690 Mower/Commercial Riding		
Stock No.: TBD		
1	F2690 F2690 4WD FRONT MOWER W/FOLDABLE ROPS	26227.00
2	AF9398A R-TIRE 18x9.50-8 R3 Kenda Supr Tf K500	0.00
2	AR8641 F-TIRE 24x12.00-12 R3 Maxxis Pro Tech	0.00
1	F8280 SUSPENSION SEAT	508.00
1	RCK72R-F36 72"REAR DISCHARGE MOWER	5725.00
1	Assembly Dealer Assembly	110.00
1	Freight Freight Cost	543.75
1	PDI	400.00
Sub-Total		\$33,513.75
Sourcewell Discount-Published		(7141.20)
Unit Total		\$26,372.55
Sale Items Subtotal		\$26,372.55
Total Price of Sale Items		\$26,372.55
Balance		\$26,372.55
Tax %		\$2,294.41
Contract Amount		\$28,666.96

Duaine Henrickson
 Email: dh@scheq.com

Account Manager _____ Accepted by _____

This Quote does not include delivery. (unless noted otherwise)

CQ



City Council Agenda Item

Agenda Item No.: e.6.

Date: April 8, 2026

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: ERR Purchase - Land Pride Pull Behind Gang Mower

RECOMMENDED ACTION:

Motion to authorize Public Works Director William Bullock to execute the purchase order for a 2026 Land Pride AMF 4214 mower totaling \$25,750.21.

BACKGROUND/SUMMARY INFORMATION:

The 2026 Equipment Replacement Fund (ERR) budget includes funding to replace a pull behind a PTO-driven gang mower that is primarily used to mow roadside rights of way. Staff solicited quotes utilizing the Sourcewell Grounds Maintenance Equipment Contract. The proposed new mower is a 2026 Land Pride AMF 4214 mower with a 14' mowing swath. The existing mower will be surplus and sold on public surplus.

FISCAL IMPACT, IF APPROPRIATE:

Cost of the unit is \$25,750.21 including tax. These funds are available in fund 501 to support the purchase.

BARS #594.42.64.000 Equipment & Vehicles—Streets

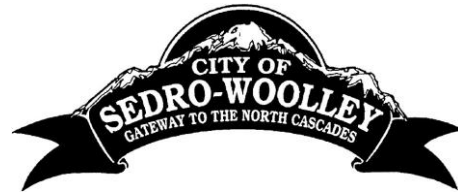
ATTACHMENTS:

1. Land Pride AMF 4214
2. 2026-PO-12 Scholten's Equipment Purchase Order



City of Sedro-Woolley

325 Metcalf Street
 Sedro-Woolley, WA 98284
 Phone (360) 855-0771 Fax (360) 855-0707



The following number must appear on all related correspondence, shipping papers, and invoices:

PURCHASE ORDER

P.O. NUMBER: 2026-PO-12

VENDOR:

Scholten's Equipment
 Attn: Duane Henrickson
 9534 Green Road
 Burlington, WA 98233
 Tel: 360-755-0560
 Email: dh@scheq.com

SHIP TO:

City of Sedro-Woolley
 Attn: Nathan Salseina
 501 Alexander Street
 Sedro-Woolley, WA 98284
 Tel: (360) 856-0151
 Email: nsalseina@sedro-woolley.gov

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
04/02/2026	Nathan Salseina			NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	Land Pride AFM4214 Mower/All Flex AFM4214-31 42 Series All-Flex Mower – 14' Width per attached Quote No. 34139, dated 04/02/2026 Sourcewell Contract # 032525-LPI Tractor and Skid-Steer Mounted Maintenance Agreement	\$23,689.25	\$23,689.25
			SUBTOTAL	\$23,689.25
			DISCOUNT	Included
			SHIPPING & HANDLING	Included
			8.7% SALES TAX	\$2,060.96
			OTHER	N/A
			TOTAL	\$25,750.21

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: ap@ci.sedro-woolley.wa.us

594.42.64.000 Fund 501 \$25,750.21 Equipment & Vehicles - Street

Authorized by _____

Date _____



**CONTRACT PRICING
WORKSHEET**



Submission #	8379
Date Prep:	4/2/2026

**This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.
Quote MUST accompany Purchase Order and MUST be issued to the selling DEALER.**

Buying Agency	City of Sedro Woolley	Contractor:	Scholten's Equipment Inc. (Burlington)
Contact Person	Nathan Salseina	Contact Person	Duaine Henrickson
Phone:	360-855-0771	Phone:	360-755-0560
Sourcewell Member No.	202506		
Email:	nsalseina@sedro-woolley.gov	Email:	dh@scheq.com

Product Code:	AFM4214	Description:	AFM42 14' SERIES ALL-FLEX MOWER
---------------	---------	--------------	---------------------------------

A. Product Item Base Unit Price Per Contractor's Sourcewell Contract (Contract #032525-LPI):	\$22,639.00
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B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
55 - HYDRAULIC WING UNLOCK	\$726.00		
82 - ORANGE	\$0.00		
18- 18" DECK TIRES	\$6,097.00		
31- CONVENTIONAL WING DRIVE LINE	\$1,857.00		
		Subtotal from additional sheet(s):	
		Subtotal B:	\$ 8,680.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal from additional sheet(s):	
		Subtotal C:	\$ -

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)			
Quantity Ordered :	1	X Subtotal of A+B+C :	31,319
		=	Subtotal D: \$ 31,319.00

E. Other Charges, Trade Ins, Allowances, Discounts, Etc.			
Description	Cost	Description	Cost
Freight: MUST SHIP GP TRUCK	\$0.00		
Set-up:	\$200.00		
Delivery:	\$0.00		
		f. Total Purchase Price (D+E) :	Subtotal E: \$ 200.00
		Discount Percentage :	25.00%
		Discount Total :	\$ 7,829.75

F. Total Purchase Price (D+E) :	\$ 23,689.25
--	--------------



Scholten's Equipment

9534 Green Road
 Burlington WA 98233
 United States
 360.755.0560



Printed 2026-04-02

Quote

Page 1 of 1

Name/Company	City of Sedro Woolley- Maintenance & Operations	Telephone	360-855-0771
Address	325 Metcalf Street	Account Manager	Duaine Henrickson
City/Town, State/Province	Sedro Woolley, WA	Location	Burlington Kubota
Postal/Zip Code	98284	Quote No.	34139
	Quote Date	2026-04-02	In Effect Until
		2026-04-02	

How did we get started 45 years ago? Hauling used equipment out of the Midwest. We put a 100hr. 90 day drivetrain warranty-money back guarantee on everything we sold. We still do this today on most of the equipment we sell. (unless noted otherwise). Take the risk out of buying used equipment.

Quantity	Description	Price \$
Sales Items		
- New - Land Pride AFM4214 Mower/All-Flex		
Stock No.: TBD		
1	AFM4214-31 42 Series All-Flex Mower - 14' Width	24496.00
1	18 18" Deck Tires	6097.00
1	55 Hydraulic Wing Unlock (315-722A) No extra hydraulic outlet required.	726.00
1	Set up	200.00

Sub-Total	\$31,519.00
Sourcewell Discount-	(7829.75)

Unit Total	\$23,689.25
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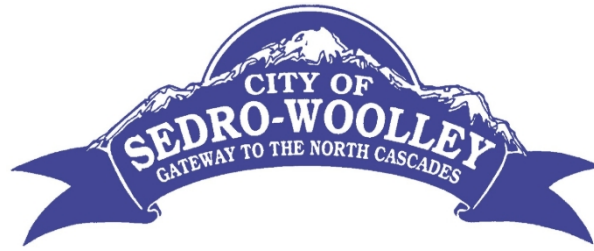
Sale Items Subtotal	\$23,689.25
Total Price of Sale Items	\$23,689.25
Balance	\$23,689.25
Tax %	\$2,060.96
Contract Amount	\$25,750.21

Account Manager _____ Accepted by _____

Duaine Henrickson
 Email: dh@scheq.com

This Quote does not include delivery. (unless noted otherwise)

CQ



City Council Agenda Item

Agenda Item No.: e.7.

Date: April 8, 2026

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: Solid Waste Truck Sharing Agreement Between the City of Sedro-Woolley & the City of Mount Vernon

RECOMMENDED ACTION:

Staff recommends that Council authorize Bill Bullock, the Director of Public Works to execute the solid waste truck sharing interlocal agreement between the City of Sedro-Woolley & the City of Mount Vernon.

BACKGROUND/SUMMARY INFORMATION:

The purpose of this Agreement is to allow both the City of Sedro-Woolley and the City of Mount Vernon mutual use of Solid Waste Trucks during unforeseen equipment failures and shortages to help guarantee continuity of collection services. The agreement is subject to the consent of the Performing Party, which may be granted or denied its sole discretion, pursuant to and subject to the terms of this Agreement. Such use of Solid Waste Trucks shall be limited and infrequent in nature to address unforeseen circumstances resulting in the need for use of a Solid Waste Truck. The City has utilized this agreement in the past, and it has been mutually beneficial to the ratepayers of both agencies.

FISCAL IMPACT, IF APPROPRIATE:

The interlocal agreement defines that the requesting party shall pay the other party an hourly rate of \$227.00 per hour for use of the other party's solid waste truck. Staff estimates the need to borrow a truck an average of 2 to 3 days per year. This number could fluctuate depending on equipment failures and other factors. It is estimated the max value of the annual expenditure is under \$6,000.00 per year. Funding to support the equipment rental is available within the Solid Waste Division Budget.

ATTACHMENTS:

1. Interlocal Solid Waste Truck Share with Sedro Woolley

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
CITY OF SEDRO WOOLLEY
AND
CITY OF MOUNT VERNON**

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF SEDRO WOOLLEY, a Washington municipal corporation (herein "Sedro Woolley") and CITY OF MOUNT VERNON a Washington municipal corporation (herein "Mount Vernon") pursuant to the authority granted by state law including Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. Sedro Woolley and Mount Vernon may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties". In consideration of the following, the Parties mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to allow mutual use of Solid Waste Trucks subject to the consent of the Performing Party which may be granted or denied its sole discretion, pursuant to and subject to the terms of this Agreement. Such use of Solid Waste Trucks shall be limited and infrequent in nature to address unforeseen circumstances resulting in the need for use of a Solid Waste Truck. The purpose of this Agreement is not to function as a replacement or substitute for a Party's need to maintain adequate fleet of Solid Waste Trucks to perform the services required for its respective jurisdiction. Neither Party is obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein. "Solid Waste Trucks" as the terms is used herein means commercial trucks whose primary purpose is to haul, transfer, or pick up residential or commercial solid waste typically owned or leased by a solid waste utility where drivers are required by operation of law to have current a commercial drivers license.

2. MECHANISM FOR REQUESTS:

2.1 Request for Use. A Party (the "Requesting Party") may request that the other Party provide a Solid Waste Truck related to the Purpose of this Agreement (as provided above per Section 1) , by submitting to the other Party (the "Performing Party") a completed request substantially similar to the form attached hereto as Exhibit "A", which shall list the specific Solid Waste Truck requested and the estimated time needed for use and total duration it will be in the possession of the Solid Waste Truck ("Request for Use of Solid Waste Truck"). The Request for use of a Solid Waste Truck must be approved by the Performing Party in writing prior to the initiation of the use on behalf of the Requesting Party. Uses shall be limited to solid waste residential or commercial collection within each Parties' respective service area where it retains jurisdiction. It shall be the obligation of the Requesting Party to pick up and take possession of the requested Solid Waste Truck at the Performing Party's location to be determined by the Performing Party.

2.2 Delegation of Authority. Upon the Effective Date of this Agreement, the Parties delegate

authority for approval or rejection of a Request for Use of a Solid Waste Truck under this Agreement to Sedro Woolley's' Public Works Director and Mount Vernon's Public Works Director, respectively.

2.3 Declined Request. In any particular instance, a Party may decline a Request for Use of Solid Waste Truck in its sole discretion (for any cause or none).

3. TERM OF AGREEMENT: The term of this Agreement shall be from the date hereof and shall expire five (5) years after unless terminated pursuant to this Agreement. Parties may extend the Agreement upon written amendment signed by the Parties.

4. COMPENSATION: The requesting Party shall pay the other Party Two Hundred Twenty Seven Dollars and 00/100 (\$227.00) per hour of use of the Performing Party's Solid Waste Truck.

5. ADDITIONAL FINANCING: In addition to the compensation above, the Requesting Party shall reimburse the Performing Party for any additional, actual costs incurred by the Performing Party for the use of the Solid Waste Truck(s) including but not limited to use of gasoline not replaced upon return of the Solid Waste Truck, any repairs or damages incurred while in possession of the Requesting Party. The Performing Party shall submit to the Requesting Party an itemized, signed statement of the costs {the "Reimbursement Detail"}. Within sixty {60} days after the Performing Party sends the Reimbursement Detail to the Requesting Party in accordance with the Notice provision herein, the Requesting Party shall pay the amount of the Reimbursement Detail to the Performing Party. Upon request of the Requesting Party, the Performing Party shall provide additional support documentation for any and all amounts billed by the Performing Party pursuant to this Agreement.

6. RISK OF LOSS OR DAMAGE: Once in possession of the Requesting Party, all risk of loss from any casualty or damage to any property of the Performing Party received by the Requesting Party for any reason regardless of cause or liability on the Requesting Party shall be on the Requesting Party upon receipt of property until returned and accepted by the Performing Party. Requesting Party shall reimburse the Performing Party upon the invoice any repairs required due to any casualty and damages to its property or full replacement value in the event the costs of repairs exceed the value of the property or repairs are otherwise not reasonably feasible. Possession shall occur at the acceptance of the Solid Waste Truck by the Requesting Party at the Performing Party's location until delivery to the Performing Party's location and acceptance by the Performing Party.

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

7.1 Mount Vernon's representative shall be the Public Works Director, or their designee.

7.2 Sedro Woolley's representative shall be the Public Works Director, or their designee.

8. NOTICES: All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received {a) when personally delivered, or delivered by same-day courier; or {b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

To City of Sedro Woolley: Bill Bullock
Director of Public Works
325 Metcalf Street
Sedro Woolley, WA 98284
bbullock@sedro-woolley.gov

Copy to: Solid Waste Division

501 Alexander Street
Sedro Woolley, WA 98284

To City of Mount Vernon: Chris Phillips
Public Works Director
1024 Cleveland Avenue
Mount Vernon, WA 98273
cphillips@mountvernonwa.gov

Copy to: Andy Hanson
Public Works Solid Waste Manager
409 West Fir Street
Mount Vernon, WA 98273
andyh@mountvernonwa.gov

The Parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section.

9. INSURANCE: Parties shall provide liability insurance coverage for the duration of this Agreement for its officers, agents and employees' activities while they are involved in the performance of this Agreement in an amount not less than one million dollars (\$1,000,000). Participation in liability risk pool that provides equivalent coverage for the duration of this

Agreement shall satisfy the conditions set forth in this Section.

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

11. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.

12. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third Party beneficiary or other rights in any third person or Party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

13. INDEMNIFICATION: Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other Party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either Party by reason of entering into this contract except as expressly provided herein. Solely and expressly for the purpose of the duties to indemnify and defend the Parties each specifically waive any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Parties recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

14. GRANT OF ACCESS: Access to the infrastructure owned by each Party shall be limited specifically to the infrastructure where work is being requested under this agreement.

15. DAMAGE TO PROPERTY: Each Party warrants that the infrastructure they own and operate is in serviceable condition and free from reasonable defects and deficiencies.

16. TERMINATION: Any Party hereto may terminate without cause this Agreement upon thirty (30) days' written notice delivered according to Section 6. Notices. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the

terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 13 shall survive such termination.

17. 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.

18. 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.

19. 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.

20. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the Parties shall continue in full force and effect, unless specified to the contrary herein.

21. USE OF DOCUMENTS AND MATERIALS PRODUCED: Both Parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any Party (and/or any Party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The Parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

22. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the Parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each Party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such Party's name.

23. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either Party.

24. DEFAULT: Failure of the Parties to comply with the terms of this Agreement shall constitute default. The Parties shall have all remedies for the enforcement of this Agreement as provided by law.

25. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

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

27. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____,
2026

EXHIBIT "A"

REQUEST FOR USE OF SOLID WASTE TRUCK

Requesting Party:

- City of Sedro Woolley City of Mount Vernon

Performing Party:

- City of Sedro Woolley City of Mount Vernon

Description of Requested Truck: _____

Date(s) of Use: _____

Estimated Time of Use : _____

Approved By:

CITY OF SEDRO WOOLLEY

CITY OF MOUNT VERNON

By: _____

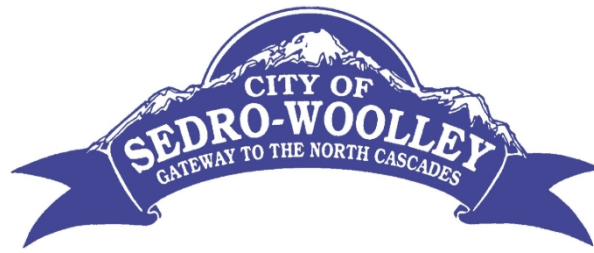
By: _____

Its: Director of Public Works

Its: Public Works Director

Date: _____

Date: _____



City Council Agenda Item

Agenda Item No.: m.1.

Date: April 8, 2026

From: Bill Bullock, Public Works Director

Subject: Proposed Operations Division Reorganization - 1st Read

RECOMMENDED ACTION:

A motion to adopt the proposed reorganization of the Public Works Operations Division into two coordinated but separate groups. One group focused on Streets and Stormwater and the other focused on Parks, Facilities, and Cemetery. This action will require elevating one of the Assistant Supervisor positions to a Supervisor position with no net increases to the current FTE count.

BACKGROUND/SUMMARY INFORMATION:

The proposed changes to the organization of the division largely follow the model in place in the early 2000s (see attached current and proposed organizational charts). Operations was split into two main groups Streets/Stormwater and Parks/Facilities, each managed by a separate supervisor. In 2009, Ray Melton the Streets/Stormwater Supervisor retired, and the duties were combined with the Parks/Facilities Supervisor, Shane Walley, who then retired in 2013 after which Nathan was promoted to his current position. Throughout the last 13 years under Nathans leadership. The scope and span of control have significantly increased for managing the Operations Division in terms of parks acreage and number of facilities, increased regulation driven workload (mainly stormwater), planning and administration, coordination with partnering agencies and non-profit groups, and other necessities of managing the division.

Since I was hired as the Public Works Director, I have been working Nathan, and others on the management team, on a variety of strategies to improve his span of control and enable his position to have the capacity to manage underutilized capability; such as a higher level of parks planning, ER&R management, and potentially facilities related contract management. These areas are currently adequately managed by his division, but many times only to a level the covers the essentials of the City's business necessity.

The proposal is to implement a model that reorganizes the Operations Division into two main groups much like it was in the early 2000s. These groups would still fairly integrated as maintenance staff assigned to either Streets/Stormwater or Parks/Facilities would have crossover to meet seasonal demands of City operation. For instance, the spring and summer seasons require significant effort focused on mowing and field maintenance, and fall requires emphasis in stormwater and winter related maintenance. The attached workload table shows how management expects to balance these demands without changing the FTE count.

David Davidson, Assistant Operations Supervisor, is expected to retire after 44 years of service with the City at the end of May 2026. The reorganization proposal would require that Assistant Supervisor position (Grade 121) to be elevated to a full Supervisor position (Grade 124) with Council's approval.

It is expected that the Streets/Stormwater Supervisor is likely to be filled from within the department and potentially be advertised internally on the third week of April 2026. This would give the new Supervisor a one month overlap with David and training/mentoring with Nathan would continue throughout their probation period.

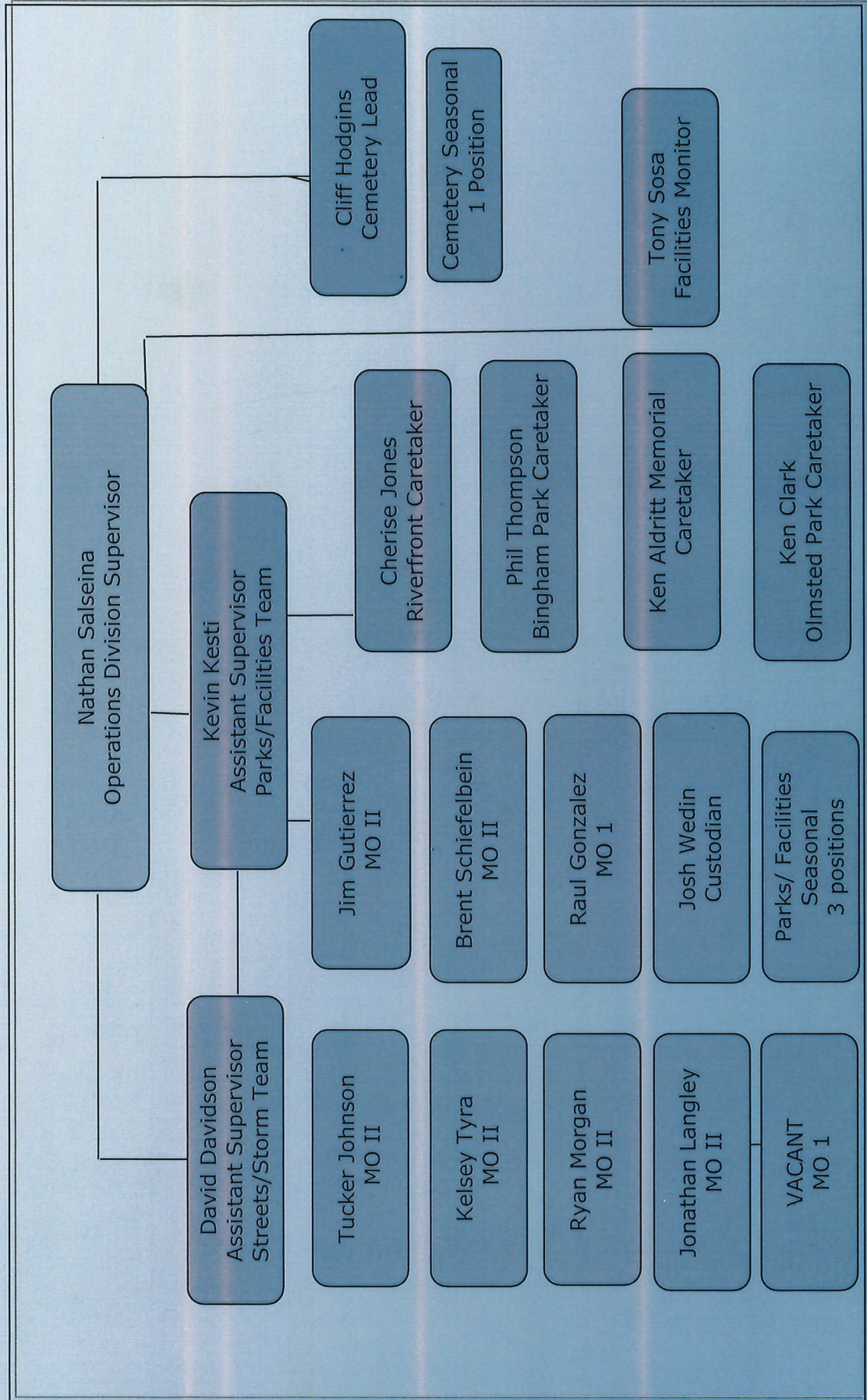
FISCAL IMPACT, IF APPROPRIATE:

Example: David Davidson, Assistant Supervisor, is currently (Grade 121/ Step 9 - \$8,032.08) and the new position Operations Supervisor (Grade 124/Step 1 - \$7,727.17). 2026 salary savings equals approximately \$23,000 from unfilled positions within Operations as well.

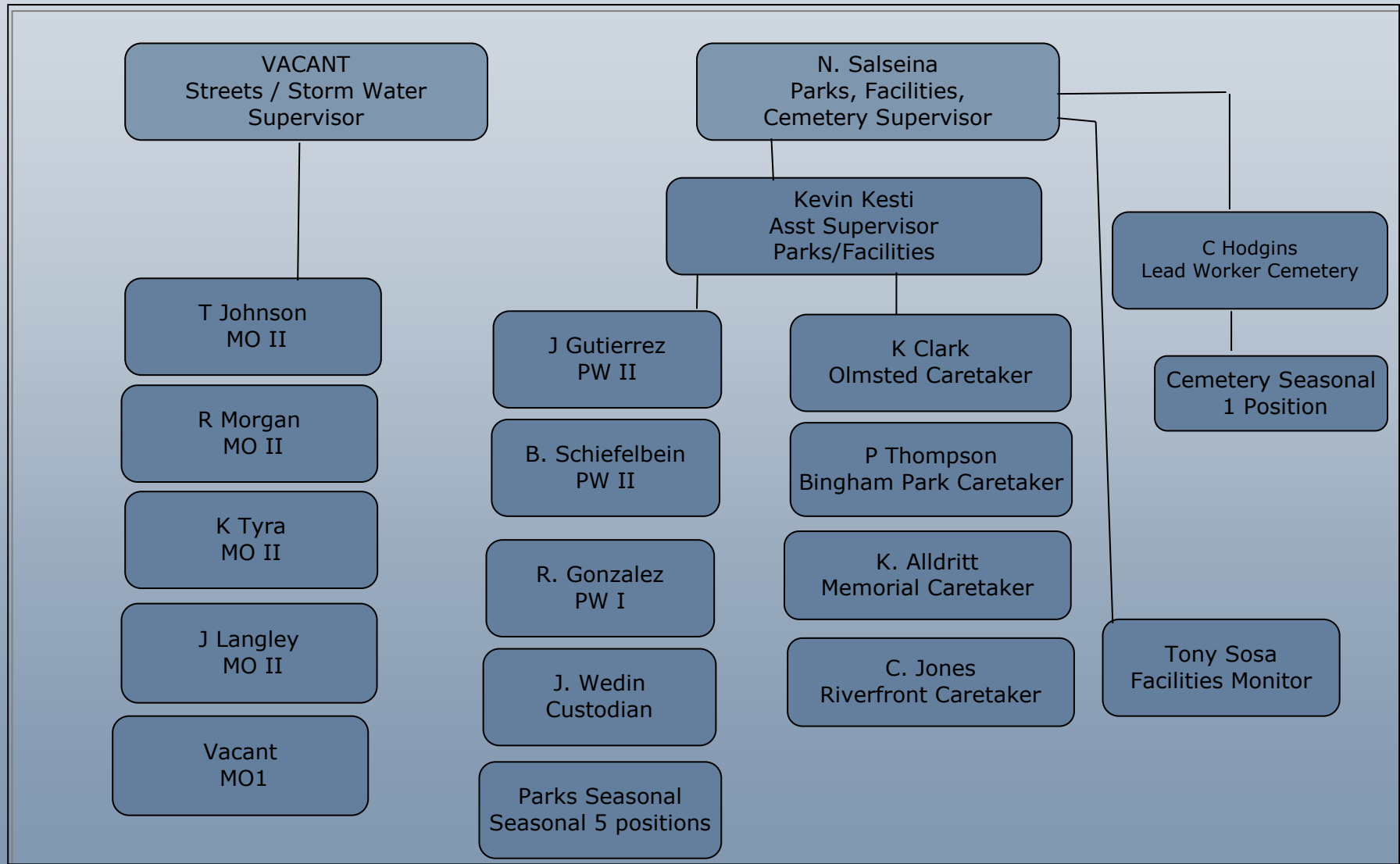
ATTACHMENTS:

1. Current 2026 Division Org Chart
2. Proposed 2026 Division Org Chart
3. PW Ops Staff Allocation Proposal

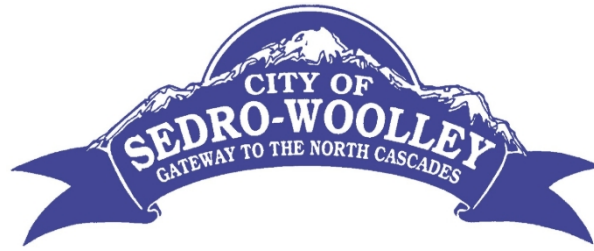
Public Works Maintenance & Operations Division



Proposed Public Works Operations Division Organization



Suggested New Staff Distribution							
EMPLOYEE	DISTRIBUTION NAME	Parks/Facility	Cemetery	Streets	Storm	Fleet	
Salseina Nathan	Parks/Fac/Cem Supervisor	80.00%	10.00%	10.00%			1
VACANT	Streets/Storm Supervisor			73.00%	27.00%		1
Josh Wedin	Custodian	100.00%					1
Gutierrez Jim	MO 2	70.00%		20.00%	10.00%		1
Kesti Kevin	Asst Supervisor Parks	90.00%		10.00%			1
Hodgins Cliff	Lead-Cemetery	17.00%	62.00%	11.00%		10.00%	1
Schiefelbein Carl	MO 2	70.00%		15.00%	15.00%		1
Tyra Kelsey	MO 2				100.00%		1
Langley Jonathan	MO 2			50.00%	50.00%		1
Morgan Ryan	MO 2			50.00%	50.00%		1
Johnson Tucker	MO 2			50.00%	50.00%		1
Gonzalez Raul	MO 1	70.00%		19.00%	11.00%		1
Vacant StormWater Position	MO1				100.00%		1
		4.97	0.72	3.08	4.13	0.10	13
2026 Existing Allocation							
EMPLOYEE	DISTRIBUTION NAME	Parks/Facility	Cemetery	Streets	Storm	Fleet	
Salseina Nathan	Maint/Ops Supervisor	23.00%	7.00%	35.00%	35.00%		1
Davidson David	Asst Supervisor Streets/Storm			60.00%	40.00%		1
Josh Wedin	Custodian	100.00%					1
Gutierrez Jim	MO2	90.00%		10.00%			1
Kesti Kevin	Asst Supervisor Parks	100.00%					1
Cliff Hodgins	Lead-Cemetery	12.00%	65.00%	13.00%		10.00%	1
Schiefelbein Carl	MO 2	90.00%		10.00%			1
Tyra Kelsey	MO 2				100.00%		1
Langley Jonathan	MO 2			40.00%	60.00%		1
Morgan Ryan	MO 2			40.00%	60.00%		1
Johnson Tucker	MO 2			40.00%	60.00%		1
Gonzalez Raul	MO 1	80.00%		10.00%	10.00%		1
Vacant StormWater Position	MO 1	2.00%		50.00%	48.00%		1
		4.97	0.72	3.08	4.13	0.1	13



City Council Agenda Item

Agenda Item No.: m.2.

Date: April 8, 2026

From: Kyle Anderson, Assistant Engineer

Subject: Resolution 1181-26 - 2026 Sidewalk Trip Hazard Removal Project and Sole Source - Action Requested

RECOMMENDED ACTION:

Motion to approve Resolution 1181-26 waiving competitive bidding requirements due to sole source criteria, for the purchase of sidewalk trip hazard removal services provided by Precision Concrete Cutting Inc of Provo Utah, for an amount not to exceed \$26,513.27.

BACKGROUND/SUMMARY INFORMATION:

In accordance with the City's goal to provide the city with safe sidewalks, staff have identified a contractor named Precision Concrete Cutting Inc which utilizes a unique method of cutting and removing sidewalk tripping hazards. Their method utilizes patented tools and techniques to efficiently remove sidewalk trip hazards of up to two inches in height with a horizontal concrete saw. A similar project was performed on various streets in 2024 and 2025, and staff are pleased with the results. This method minimizes extensive grinding otherwise required on severely heaved sections of sidewalk. Staff have a planned project for the spring of 2026 that will remove potential sidewalk hazards near the Sedro-Woolley High School, Mary Purcell Elementary School, and known routes students and citizens use to walk to these destinations along Bennett Street and Jameson Street.

FISCAL IMPACT, IF APPROPRIATE:

Funding to support this project is budgeted in the 2026 Budget in the Street Fund 103 for an amount not to exceed \$26,513.27.

ATTACHMENTS:

1. Resolution No 1181-26 Precision Concrete Cutting Sole Source
2. City of Sedro-Woolley Sole Source Letter
3. WA54522BC- City of Sedro Woolley 2026

RESOLUTION NO 1181-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY FINDING THAT THERE IS A SOLE SOURCE FOR A PARTICULAR METHOD FOR SIDEWALKCUTTING TO MAKE SAFE DEFLECTIONS IN SIDEWALKS AND WAIVING COMPETITIVE BID REQUIREMENTS

WHEREAS, the Revised Code of Washington (RCW) Chapter 39.04.280(1)(a) authorizes waiver of competitive bidding where clearly and legitimately the source is limited to a single source; and

WHEREAS, the City of Sedro Woolley has damaged and deflected sidewalks that are in need of immediate repair to provide safe walkways; and

WHEREAS, Precision Concrete Cutting uses a method that relies upon specialized equipment and technology that has received 9 patents from the US Patent and Trademark Office; and

WHEREAS, Precision Concrete Cutting has a unique and proprietary method for sidewalk leveling to make sidewalks safe that is a clear and legitimate limited single source.

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY WASHINGTON AS FOLLOWS:

SECTION 1

Pursuant to RCW 39.04.280(1)(a) Precision Concrete Cutting is clearly and legitimately the single source for sidewalk cutting with a proprietary method and therefore the requirements of competitive bidding and public notice are hereby waived with reference to any contract relating to the City’s contracting for sidewalk grinding to repair deflected sidewalks in the City.

APPROVED AND ADOPTED this 8th day of April, 2026.

APPROVED:

Nick Lavacca, Interim Mayor

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

ATTEST:

Kelly Kohnken, City Clerk



March 23, 2026

City of Sedro Wolley

RE: Sole Source Information

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark Office. In total, we've received 9 total patents regarding potential tripping risk removal services, ranging from techniques/methods, dust abatement, to measuring tools and methods.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip risks as described by the following patent numbers:

Previous Patents

- U.S. Pat. No. 6,827,074
- U.S. Pat. No. 7,000,606
- U.S. Pat. No. 7,143,760
- U.S. Pat. No. 7,201,644
- U.S. Pat. No. 7,402,095

Current & Pending Patents

- U.S. Pat. No. 6,896,604
- U.S. Pat. No. 9,759,559
- U.S. Pat. No. 9,494,407
- U.S. Application Pat. No. 16/670,737

If you have any questions or comments, please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060





City of Sedro-Woolley
 Kyle Anderson
 325 Metcalf Street
 Sedro woolley, Washington 98284
 (564) 516-2158
kanderson@sedro-woolley.gov

March 16, 2026

Bid #: WA54522BC

City of Sedro-Woolley

Precision Concrete Cutting
 3191 North Canyon Road
 Provo, Utah 84604
 (801) 224-0025 - phone
 (801) 855-7150 - fax
 Federal ID #: 04-3800739

Location	Bid Number	# of Trip Hazards	Lineal Feet	Inch Feet	Cost
Cuts 1-22	WA54522BC	22	85.5	45.22	\$3,481.84
Cuts 23-35	WA54522BC	13	49.5	17.03	\$1,311.41
Cuts 36-50	WA54522BC	15	58.0	24.25	\$1,867.25
cuts 51-57	WA54522BC	7	29.3	14.11	\$1,086.42
Cuts 58-68	WA54522BC	11	46.8	15.00	\$1,155.00
Cuts 69-79	WA54522BC	11	47.5	14.66	\$1,128.53
Cuts 80-89	WA54522BC	10	48.5	22.63	\$1,742.13
Cuts 90-95	WA54522BC	6	28.8	13.75	\$1,058.75
Cuts 96-104	WA54522BC	9	45.0	22.50	\$1,732.50
Cuts 105-116	WA54522BC	12	54.8	23.47	\$1,807.09
Cuts 117-132	WA54522BC	16	77.3	28.86	\$2,222.17
Cuts 133-139	WA54522BC	7	33.5	14.84	\$1,142.97
Cuts 140-148	WA54522BC	9	45.0	13.44	\$1,034.69
Cuts 149-155	WA54522BC	7	35.0	18.09	\$1,393.22
Cuts 156-157	WA54522BC	2	10.0	4.38	\$336.88
Cuts 158-165	WA54522BC	8	38.3	11.86	\$913.17
Cuts 166-170	WA54522BC	5	24.0	4.88	\$375.38
Cuts 171-178	WA54522BC	8	38.5	13.56	\$1,044.31
Cuts 179-182	WA54522BC	4	20.5	6.50	\$500.50
Cuts 183-186	WA54522BC	4	20.0	7.50	\$577.50
Cuts 187-188	WA54522BC	2	10.0	4.69	\$360.94
cut 189	WA54522BC	1	5.0	3.13	\$240.63
TOTALS:		189	850.5	344.33	\$26,513.27

**All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.*

**Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission*

***Precision Concrete Cutting will identify panels that need to be replaced but we do not do replacements**

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

*If credit card payment is used, 3% service fee will apply.



March 13, 2026
 Bid #: WA54522BC

Precision Concrete Cutting
 3191 North Canyon Rd
 Provo, Utah 84604
 (801) 373-6060 - phone
 (801) 855-7150 - fax

City of Sedro-Woolley
 Kyle Anderson
 325 Metcalf Street
 Sedro woolley, Washington 98284
 (564) 516-2158
kanderson@sedro-woolley.gov

City of Sedro Woolley 2026

Total Ln. Ft.
850.5

Total In. Ft.
344.33

PRECISION CONCRETE CUTTING					
No.	High	Low	Linear Feet	Location	Inch Feet
1	0.750	0.250	4.0	S walk of Bennett between Third and Fourth near caution school bus sign	2.00
2	0.500	0.250	4.0	S walk of Bennett near caution school bus sign	1.50
3	0.500	0.500	4.0	S walk of Bennett in front of building 305	2.00
4	0.375	0.375	4.0	S walk of Bennett in front of building 309	1.50
5	1.500	0.250	4.0	S walk of Bennett in front of building 309	3.50
6	0.375	0.000	4.0	S walk of Bennett in front of building 309	0.75
7	0.500	0.375	4.0	S walk of Bennett in front of building 309	1.75
8	0.500	0.375	4.0	S walk of Bennett in front of building 311	1.75
9	1.625	0.000	4.0	S walk of Bennett in front of building 311	3.25
10	0.500	0.125	4.0	S walk of Bennett in front of building 311	1.25
11	0.625	0.000	3.5	S walk of Bennett in front of building 311	1.09
12	0.625	0.375	4.0	S walk of Bennett in front of building 325	2.00
13	0.375	0.000	3.0	S walk of Bennett in front of building 325	0.56
14	0.500	0.250	4.0	S walk of Bennett in front of building 329	1.50
15	0.750	0.000	4.0	S walk of Bennett in front of building 329	1.50
16	1.750	0.250	4.0	S walk of Bennett in front of building 329	4.00
17	0.875	0.000	4.0	S walk of Bennett in front of building 329	1.75
18	1.750	0.750	4.0	S walk of Bennett in front of building 335	5.00
19	1.375	0.125	4.0	S walk of Bennett in front of building 335	3.00
20	0.375	0.250	4.0	S walk of Bennett in front of building 335	1.25
21	0.375	0.000	3.0	S walk of Bennett in front of building 335	0.56
22	1.500	0.375	4.0	S walk of Bennett in front of building 335	3.75
23	0.250	0.000	2.5	S walk of Bennett in front of building 401	0.31
24	0.750	0.000	4.0	S walk of Bennett in front of building 401	1.50
25	0.500	0.000	4.0	S walk of Bennett in front of building 401	1.00

26	0.500	0.250	4.0	S walk of Bennett in front of building 405	1.50
27	0.250	0.000	4.0	S walk of Bennett in front of building 405	0.50
28	0.375	0.250	4.0	S walk of Bennett in front of building 419	1.25
29	0.500	0.000	3.5	S walk of Bennett in front of building 419	0.88
30	0.500	0.250	4.0	S walk of Bennett in front of building 425	1.50
31	0.625	0.000	3.5	S walk of Bennett in front of building 425	1.09
32	0.375	0.250	4.0	S walk of Bennett in front of building 425	1.25
33	0.500	0.000	4.0	S walk of Bennett in front of building 425	1.00
34	0.625	0.500	4.0	S walk of Bennett in front of building 425	2.25
35	1.500	0.000	4.0	S walk of Bennett in front of building 437	3.00
 					
36	0.625	0.000	4.5	S walk of Bennett in front of building 501	1.41
37	0.375	0.000	4.0	S walk of Bennett in front of building 501	0.75
38	0.750	0.625	4.0	S walk of Bennett in front of building 509	2.75
39	0.250	0.000	3.0	S walk of Bennett in front of building 509	0.38
40	0.500	0.000	4.0	S walk of Bennett in front of building 517	1.00
41	0.375	0.000	2.5	S walk of Bennett in front of building 517	0.47
42	0.750	0.125	4.0	S walk of Bennett in front of building 517	1.75
43	0.625	0.000	4.0	S walk of Bennett in front of building 517	1.25
44	0.500	0.375	4.0	S walk of Bennett in front of building 521	1.75
45	0.375	0.125	4.0	S walk of Bennett in front of building 521	1.00
46	1.500	0.250	4.0	S walk of Bennett in front of building 521Possible remeasure due to concrete patch	3.50
47	0.750	0.000	4.0	S walk of Bennett in front of building 521	1.50
48	0.625	0.000	4.0	S walk of Bennett in front of building 521	1.25
49	0.500	0.500	4.0	S walk of Bennett in front of building 529	2.00
50	1.000	0.750	4.0	S walk of Bennett in front of building 529	3.50
 					
51	0.875	0.000	4.0	S walk of Bennett next to fire hydrant	1.75
52	0.500	0.000	4.0	S walk of Bennett next to telephone pole	1.00
53	1.625	0.250	4.0	S walk of Bennett in front of building 611	3.75
54	1.000	0.000	3.5	S walk of Bennett in front of building 611	1.75
55	0.500	0.250	4.0	S walk of Bennett in front of building 617	1.50
56	0.500	0.125	4.5	S walk of Bennett in front of building 625	1.41
57	0.625	0.500	5.3	S walk of Bennett in front of building 625	2.95
 					
58	0.500	0.000	4.3	S walk of Bennett across from Mary Purcell elementary school.	1.06
59	0.500	0.125	4.3	S walk of Bennett across from Mary Purcell elementary school.	1.33
60	0.375	0.000	3.8	S walk of Bennett across from Mary Purcell elementary school.	0.70

61	0.750	0.000	4.5	S walk of Bennett across from Mary Purcell elementary school. By house 711	1.69
62	0.500	0.000	4.0	S walk of Bennett across from Mary Purcell elementary school. By house 713	1.00
63	0.625	0.125	4.5	S walk of Bennett across from Mary Purcell elementary school. By house 713	1.69
64	0.625	0.375	4.5	S walk of Bennett across from Mary Purcell elementary school. By house 739	2.25
65	0.625	0.000	4.5	S walk of Bennett across from Mary Purcell elementary school. By house 739	1.41
66	0.375	0.000	4.0	S walk of Bennett across from Mary Purcell elementary school. By house 739	0.75
67	1.000	0.000	4.0	S walk of Bennett across from Mary Purcell elementary school. By house 739	2.00
68	0.500	0.000	4.5	S walk of Bennett across from Mary Purcell elementary school. By house 739	1.13
69	0.625	0.000	4.5	S walk of Bennett. By house 801 and yellow hydrant	1.41
70	0.375	0.000	4.5	S walk of Bennett. By house 801 and yellow hydrant	0.84
71	0.500	0.000	4.5	S walk of Bennett. By house 801 and yellow hydrant	1.13
72	0.375	0.000	4.5	S walk of Bennett. By house 801 and yellow hydrant	0.84
73	0.375	0.250	4.5	S walk of Bennett. By house 811	1.41
74	0.500	0.000	4.5	S walk of Bennett. By house 811	1.13
75	0.375	0.000	3.0	S walk of Bennett. By house 811	0.56
76	0.500	0.000	4.5	S walk of Bennett. By house 811	1.13
77	0.500	0.375	4.5	S walk of Bennett. By house 811	1.97
78	0.750	0.250	5.0	S walk of Bennett. By house 811	2.50
79	0.625	0.375	3.5	S walk of Bennett. By house 831	1.75
80	1.000	0.375	5.0	N walk of Bennett. By house 810	3.44
81	1.125	0.000	5.0	N walk of Bennett. By house 810	2.81
82	0.875	0.000	5.0	N walk of Bennett. By house 810	2.19
83	0.500	0.000	4.5	N walk of Bennett. By house 810	1.13
84	0.750	0.000	4.0	N walk of Bennett. By house 810	1.50
85	0.500	0.000	5.0	N walk of Bennett. By house 806	1.25
86	0.375	0.250	5.0	N walk of Bennett. By house 806	1.56
87	1.000	1.000	5.0	N walk of Bennett. By house 806	5.00
88	0.375	0.125	5.0	N walk of Bennett. By house 802	1.25

89	0.750	0.250	5.0	N walk of Bennett. By house 802	2.50
90	0.875	0.000	5.0	N walk of Bennett. By elementary school	2.19
91	0.500	0.000	3.0	N walk of Bennett. By elementary school	0.75
92	0.500	0.000	3.8	N walk of Bennett. By elementary school	0.94
93	1.125	0.875	5.0	N walk of Bennett. By elementary school	5.00
94	0.625	0.500	6.0	N walk of Bennett. By elementary school	3.38
95	0.500	0.000	6.0	N walk of Bennett. By elementary school	1.50
96	0.375	0.125	5.0	N walk of Bennett. By house 624	1.25
97	0.500	0.000	5.0	N walk of Bennett. By house 624	1.25
98	1.000	0.375	5.0	N walk of Bennett. By house 618	3.44
99	0.500	0.000	5.0	N walk of Bennett. By house 618	1.25
100	0.875	0.000	5.0	N walk of Bennett. By house 618	2.19
101	0.750	0.000	5.0	N walk of Bennett. By house 610	1.88
102	0.875	0.875	5.0	N walk of Bennett. By house 610	4.38
103	0.500	0.375	5.0	N walk of Bennett. By house 600	2.19
104	1.000	0.875	5.0	N walk of Bennett. By house 600	4.69
105	0.750	0.500	5.0	N walk of Bennett. By house 536.	3.13
106	0.375	0.250	5.0	N walk of Bennett. By house 536.	1.56
107	0.500	0.125	5.0	N walk of Bennett. By house 536.	1.56
108	0.250	0.000	2.8	N walk of Bennett. By house 536.	0.34
109	1.000	0.625	5.0	N walk of Bennett. By house 536.	4.06
110	0.750	0.000	5.0	N walk of Bennett. By house 536.	1.88
111	0.375	0.000	5.0	N walk of Bennett. By house 530	0.94
112	0.750	0.375	4.0	N walk of Bennett. By house 530	2.25
113	0.625	0.125	5.0	N walk of Bennett. By house 530	1.88
114	0.375	0.000	3.0	N walk of Bennett. By house 526	0.56
115	0.375	0.250	5.0	N walk of Bennett. By house 526	1.56
116	1.000	0.500	5.0	N walk of Bennett. By house 502.	3.75
117	0.375	0.000	4.0	N walk of Bennett. By house 436	0.75
118	0.750	0.000	5.0	N walk of Bennett. By house 436	1.88
119	0.375	0.000	5.0	N walk of Bennett. By house 436	0.94
120	0.375	0.000	5.0	N walk of Bennett. By house 436	0.94
121	0.375	0.375	5.0	N walk of Bennett. By house 436	1.88
122	0.625	0.000	5.0	N walk of Bennett. By house 430	1.56
123	0.875	0.000	5.0	N walk of Bennett. By house 430	2.19
124	0.750	0.000	5.0	N walk of Bennett. By house 424	1.88
125	0.375	0.000	3.3	N walk of Bennett. By house 424	0.61
126	0.500	0.000	5.0	N walk of Bennett. By house 424	1.25

127	0.750	0.500	5.0	N walk of Bennett. By house 424	3.13
128	0.625	0.000	5.0	N walk of Bennett. By house 424	1.56
129	0.500	0.000	5.0	N walk of Bennett. By house 424	1.25
130	0.625	0.625	5.0	N walk of Bennett. By house 414	3.13
131	1.250	0.500	5.0	N walk of Bennett. By house 414	4.38
132	0.625	0.000	5.0	N walk of Bennett. By house 414	1.56
 					
133	0.625	0.000	3.5	S walk of jameson st. By house 401	1.09
134	0.375	0.250	5.0	S walk of jameson st. By house 401	1.56
135	0.250	0.125	5.0	S walk of jameson st. By house 403	0.94
136	0.250	0.250	5.0	S walk of jameson st. By house 403	1.25
137	1.000	1.000	5.0	S walk of jameson st. By house 419	5.00
138	0.750	0.750	5.0	S walk of jameson st. By house 429	3.75
139	0.500	0.000	5.0	S walk of jameson st. By house 437	1.25
 					
140	0.250	0.250	5.0	S walk of jameson st. By house 503	1.25
141	0.375	0.000	5.0	S walk of jameson st. By house 505	0.94
142	0.500	0.125	5.0	S walk of jameson st. By house 519	1.56
143	0.250	0.125	5.0	S walk of jameson st. By house 519	0.94
144	0.250	0.125	5.0	S walk of jameson st. By house 519	0.94
145	0.375	0.250	5.0	S walk of jameson st. By house 535	1.56
146	0.500	0.375	5.0	S walk of jameson st. By house 535	2.19
147	0.625	0.625	5.0	S walk of jameson st. By house 535	3.13
148	0.250	0.125	5.0	S walk of jameson st. By house 535	0.94
 					
149	0.375	0.375	5.0	S walk of jameson st. By house 601	1.88
150	0.875	0.500	5.5	S walk of jameson st. By house 601	3.78
151	0.250	0.000	4.5	S walk of jameson st. By house 615	0.56
152	0.500	0.250	5.0	S walk of jameson st. By house 629	1.88
153	1.250	0.500	5.0	S walk of jameson st. By house 633	4.38
154	1.000	0.625	5.0	S walk of jameson st. By house 633	4.06
155	0.625	0.000	5.0	S walk of jameson st. By house 633	1.56
 					
156	0.750	0.000	5.0	S walk of jameson st. By house 735.	1.88
157	0.750	0.250	5.0	S walk of jameson st. By house 735.	2.50
 					
158	0.375	0.250	5.0	S walk of jameson st. By house 801.	1.56
159	0.375	0.000	5.0	S walk of jameson st. By house 801.	0.94
160	0.375	0.000	5.0	S walk of jameson st. By house 801.	0.94
161	0.375	0.375	5.0	S walk of jameson st. By house 801.	1.88
162	0.500	0.000	5.0	S walk of jameson st. By house 803	1.25
163	0.375	0.000	3.3	S walk of jameson st. By house 803	0.61
164	0.625	0.125	5.0	S walk of jameson st. By house 803	1.88

165	1.000	0.125	5.0	S walk of jameson st. By house 827	2.81
166	0.375	0.000	5.0	N walk of jameson st. By house 826	0.94
167	0.250	0.000	4.0	N walk of jameson st. By house 810	0.50
168	0.375	0.000	5.0	N walk of jameson st. By house 810	0.94
169	0.375	0.125	5.0	N walk of jameson st. By house 808	1.25
170	0.375	0.125	5.0	N walk of jameson st. By house 802	1.25
171	0.375	0.000	5.0	N walk of jameson st. By house 736	0.94
172	0.875	0.000	5.0	N walk of jameson st. By house 736	2.19
173	0.875	0.125	5.0	N walk of jameson st. By house 732	2.50
174	0.250	0.000	3.5	N walk of jameson st. By house 724	0.44
175	0.250	0.250	5.0	N walk of jameson st. By house 724	1.25
176	0.375	0.125	5.0	N walk of jameson st. By house 724	1.25
177	1.000	0.250	5.0	N walk of jameson st. By house 708	3.13
178	0.500	0.250	5.0	N walk of jameson st. By house 700	1.88
179	0.750	0.000	6.0	N walk of jameson st. By house 638	2.25
180	0.375	0.125	5.0	N walk of jameson st. By house 624	1.25
181	0.500	0.250	5.0	N walk of jameson st. By house 624	1.88
182	0.500	0.000	4.5	N walk of jameson st. By house 610	1.13
183	0.500	0.250	5.0	N walk of jameson st. By house 536	1.88
184	0.875	0.000	5.0	N walk of jameson st. By house 526.	2.19
185	0.625	0.250	5.0	N walk of jameson st. By house 508	2.19
186	0.250	0.250	5.0	N walk of jameson st. By house 502	1.25
187	0.500	0.500	5.0	N walk of jameson st. By house 428	2.50
188	0.625	0.250	5.0	N walk of jameson st. By house 416.	2.19
189	1.000	0.250	5.0	N walk of jameson st. By house 304	3.13
		Totals:	850.5		344.33
Total Cost for Trip Hazard Repair:					\$26,513.27

**All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.*

Precision Concrete Cutting has a minimum mobilization fee of \$1,000.00

**Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission*

**Precision Concrete Cutting will identify panels that need replacement but we do not provide replacement services.*

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and

therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

**If credit card payment is used, 3% service fee will apply.*

PRECISION CONCRETE CUTTING • AUTHORIZATION TO PROCEED

Billing Information:

Business/Client Name: _____

Address: _____

City _____ State: _____ Zip _____

Phone # _____ Email: _____

Bid #: _____ PO # (if applicable): _____

Option Approved: _____ Amount: _____

Start Date: _____

Signature of Authorized Purchaser:

_____ Date: _____

Project Details:

All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.

Precision Concrete Cutting has a minimum mobilization fee of \$1,000.00

Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission. Precision Concrete Cutting will identify panels that need replacement but we do not do replacement.

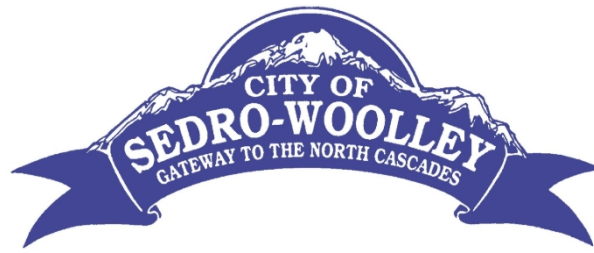
Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

*If credit card payment is used, 3% service fee will apply.





City Council Agenda Item

Agenda Item No.: m.3.

Date: April 8, 2026

From: Bill Bullock, Public Works Director

Subject: Data Sharing Agreement – Swinomish Indian Tribal Community

RECOMMENDED ACTION:

Motion to authorize the Mayor, or designee, to sign a Data Sharing Agreement with the Swinomish Indian Tribal Community to enable the City to access updated flood modeling data for the Wastewater Treatment Plant Upgrade.

BACKGROUND/SUMMARY INFORMATION:

The latest FEMA flood maps for Sedro-Woolley are from 1989. These flood maps were made with the best available science at the time, but do not reflect the data from the last 30 years or future projections that show increased flood levels.

A nonprofit, Skagit Climate Science Consortium (SC²) has been working since 2009 on research to reduce the vulnerability of human communities and ecosystems in the Skagit River basin to the impacts of a changing climate. The Swinomish Indian Tribal Community and SC²'s external grants funded an updated Skagit River flood model as the latest phase of this effort. The flood model is being finalized and the data is scheduled to be publicly released later in 2026. To keep on the City's project schedule, the City would like to use the data before it is published for use in analyzing flood resilience options as part of the Wastewater Treatment Plant Facility Plan. This will help the City plan and design for flood conditions throughout the entire 50+ year lifespan of the upgraded plant and make the City as well as the WWTP more resilient to flood risk.

The Swinomish Indian Tribal Community has requested a data sharing agreement with the City to formalize the sharing of data prior to publication. City staff is recommending acceptance but are highlighting the following items:

- Data cannot be shared other than as needed to perform the Wastewater Treatment Plant planning.
- The City will provide the Facility Plan/Report to the Swinomish Indian Tribal Community for review.
- Jurisdiction is the Swinomish Tribal Court for any controversies, claims and disputes and the Tribe waives its sovereign immunity only with regard to arbitration proceedings or proceedings in the Swinomish Tribal Court.

There is a low risk of a data breach or that the conditions in the agreement will negatively affect the City's usage. The City only expects to have the data less than one year in advance of its publication at which time the risk of enforcement of this agreement in tribal court will be virtually extinguished. With this agreement, the City can benefit from this modeling data that is provided at no cost to the City.

SC² is also currently pursuing another grant for additional flood modeling work to include a web-based tool to make the data more accessible. There will also be a component that they have offered to partner with the City to do Sedro-Woolley specific modeling. SC² is tentatively scheduled to present their work and information on the grant opportunity at the April 22nd Council meeting.

FISCAL IMPACT, IF APPROPRIATE:

None. The model data is being provided to the City at no cost.

ATTACHMENTS:

1. 20260306_DataShareAgmtSedroWWTP_v2

DATA SHARING AGREEMENT
between
SWINOMISH INDIAN TRIBAL COMMUNITY
and
City of Sedro-Woolley

This **Data Sharing Agreement** (“Agreement”) is made and entered into by and between the Swinomish Indian Tribal Community (“Tribe”), and the City of Sedro-Woolley (“City”) (collectively, the “Parties”) to allow for sharing of data by and between the Parties.

1. TERM

This Agreement shall begin on March 24, 2026, and continue until terminated as provided herein.

2. DATA DEFINED

The Parties intend on sharing the following data:

- a. Data products from the new Skagit River 2D flood model will be provided to the City. The following GIS rasters, defined as the following for the purposes of this agreement, will be provided for the 100-year Skagit River flooding data (3 number of files, 4.5 GB):
 - i. Water surface elevation rasters
 - ii. Riverine flooding
 - iii. Current, mid-century, and late-century climate data
- b. Water surface elevations at the location of the City’s wastewater treatment plant (WWTP);
- c. SITC consultant, Northwest Hydraulic Consultant, Inc. (NHC), will utilize the new 2D flood model to produce new model runs for the City as part of a WWTP flood risk analysis.
- d. Data will be housed on a Sharepoint site hosted by NHC, with the City given access permissions.

3. INTENDED USE OF DATA (“RESEARCH PROJECT”)

The Parties agree that the shared data may only be used for:

- a. Evaluation of flood risk to City of Sedro Woolley WWTP to be documented in a WWTP facility plan;

4. CONSTRAINTS ON USE OF DATA

- a. Limited Access to Data: The City shall limit access to data to staff members and/or consultants with a well-defined research need.
- b. Ownership and Limited Use of Data: Data supplied by the Tribe to the City is the property of the Tribe and shall not be shared with third parties without the written permission of the Tribe, except as provided in Section 5 below. Data shall not be

sold and shall not be shared or used, internally or externally, for any purpose not directly related to the research defined in this Agreement without the written permission of the Tribe.

The City may publish in written form or post its final WWTP facility plan report, but will not publish in written form or post any of the underlying data compiled for the report. The City will use the data only for its intended purpose as described above, and will not be used for future reports without prior consent of the Tribe. All data and background information acquired from the Tribe will be properly cited in the final report.

- c. **Acknowledgement and Co-authorship:** the City shall give the Tribe opportunity to provide input to the City staff on study questions, data analysis, and draft reports. Acknowledgement or co-authorship shall be given to the Tribe in the final report depending on the actual input provided during the project. Acknowledgement is required if comments on study questions, data analysis, or draft reports are provided by the Tribe. Co-authorship is required if data analyses, data summaries, and/or any text that is drafted by the Tribe as part of research report.

5. AGREEMENT NOT TO DISCLOSE TO NON-PARTIES

The City agrees it will not reveal to a third party any data received, learned or obtained under this Agreement without prior written approval from the Tribe. The City agrees and understands this prohibition against third party disclosures also applies to any employee, contractor, agent, and/or affiliate of the City.

6. INDEMNIFICATION

The Parties shall indemnify, release, and hold each other harmless from and against all claims, losses, and expenses arising out of this Agreement, except that neither party shall be obligated to indemnify, release, or hold harmless any other party for other party's own negligence or the negligence to the other party's agents, employees or assigns. Nothing whatsoever in this provision and/or in this Agreement is an express or implied waiver of the Tribe's sovereign immunity, or is for the benefit of any third party.

7. DISPUTE RESOLUTION

- a. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Tribe, and in the absence of any applicable Swinomish Tribal law, by applicable federal law, and in the absence of applicable federal law, by Washington State law.
- b. **Arbitration.** Any controversy, claim or dispute concerning the making, formation, validity, obligations under or breach of this Agreement and issues related to the

existence, interpretation and enforceability of the arbitration provisions of this Agreement, shall be subject to mandatory arbitration by a single arbitrator.

- i. Arbitration under this Section shall be governed by Swinomish Tribal Code Title 3, Chapter 7.
- ii. A competent arbitrator shall be chosen by agreement of the Parties. If the Parties are unable to agree on an arbitrator within thirty (30) calendar days of a party demanding arbitration, either party may request that a judge of the Swinomish Tribal Court appoint an arbitrator.
- iii. The Parties may jointly agree to stay mandatory arbitration proceedings pending voluntary mediation of the controversy, claim or dispute before a mediator jointly chosen by the parties.

c. Compelling, Enforcing, Reviewing, Modifying and Confirming Arbitration. The Parties agree that pursuant to subsection 7.b and in accordance with Swinomish Tribal Code Title 3, Chapter 7 the Swinomish Tribal Court shall have the authority to compel or enforce arbitration and to review, modify or confirm an arbitration award. In the event that any such judicial proceedings are initiated, the prevailing party shall be entitled to its attorney's fees and costs incurred in compelling arbitration or confirming an arbitration award.

d. Consent to Jurisdiction. The Parties expressly agree to personal jurisdiction in the Swinomish Tribal Court for the resolution of all controversies, claims and disputes described in paragraph 7.c and understands and agrees that this Agreement constitutes a consensual relationship with the Tribe sufficient to give rise to subject matter jurisdiction of the Swinomish Tribal Court over such controversies, claims and disputes.

e. Waiver of Sovereign Immunity. Except as expressly provided in this subsection, nothing in this Agreement is intended to be or shall constitute or shall be construed as a waiver, limitation or modification of the Tribe's sovereign immunity from unconsented suit. The Tribe hereby waives its sovereign immunity only with regard to arbitration proceedings or proceedings in the Swinomish Tribal Court described in this Section. This waiver is applicable solely to claims by the Parties and their successors in interest, and not by any other person, corporation, partnership or entity whatsoever. This waiver does not extend to proceedings in any other forum or regarding any other matter.

8. TERMINATION

Unless a different termination date is provided herein, this Agreement shall be in effect until terminated by any party. Any party may terminate this Agreement by giving thirty (30) days written notice of termination to the other legal party(ies) and other signer(s) that

acknowledge this Agreement below. After termination, all parties shall remain bound to maintain confidentiality of data and materials generated, received, learned, or obtained in the Research Project, as defined in paragraph 3, or under this Agreement at any time prior to the effective date of termination.

9. SUITABILITY

The Parties agree that the data shared under this Agreement is done without warrants as to its suitability for a particular purpose. Each party using the shared data is solely responsible for their own interpretation, use, and reliance on the shared data. The Parties agree that no liability shall attach to either party for the other's use of the shared data.

10. AMENDMENT

This Agreement shall not be amended except by written agreement. The Parties acknowledge that this Agreement shall be afforded the opportunity to comment on, question, and offer suggestions about any amendment.

11. COMPLETE AGREEMENT

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.

12. SEVERABILITY

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

13. WAIVER

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

14. NOTICES

Any and all notices required by the terms of this Agreement or which may be deemed necessary to be given from time to time by either party shall be addressed to the other party as follows:

Tribe:

Heather Spore
Environmental Policy Manager

Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257

City of Sedro-Woolley:
Peter Lane, PE
City Engineer
City of Sedro-Woolley

15. AUTHORITY TO EXECUTE

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of their respective parties, perform the obligations under this Agreement, and make all representations, warranties, and grants set forth herein.

By the signatures of their duly authorized representatives below, the Tribe, and the City of Sedro-Woolley, intending to be legally bound, agree to all of the provision of this **Data Sharing Agreement**.

Swinomish Indian Tribal Community

By: _____

Chairman Steve Edwards, Swinomish Senate

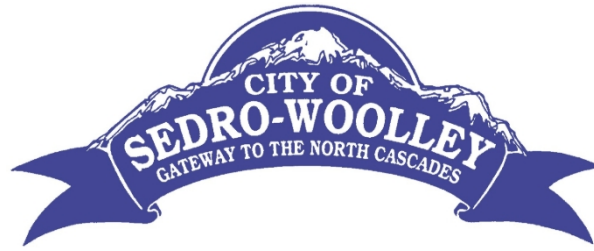
Date: _____

City of Sedro-Woolley

By: _____

Title: _____

Date: _____



City Council Agenda Item

Agenda Item No.: m.4.

Date: April 8, 2026

From: Bill Bullock, Public Works Director

Subject: Contract Supplement No. 6 - Reichhardt & Ebe Engineering - Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection Improvements

RECOMMENDED ACTION:

Motion to authorize the Mayor or designee to amend the professional services agreement with Reichhardt & Ebe Engineering (R&E) to cover construction management services required for the Township Street (SR 9) and John Liner Rd/McGarigle Rd Intersection; supplement not to exceed \$25,211.03.

BACKGROUND/SUMMARY INFORMATION:

Additional construction management effort was required beyond what was originally budgeted for the project. Due to the nature of the project and contractor, additional construction management was required to keep the construction on schedule and on budget. The cost for this is \$18,329.15.

Additionally, when the City designed the roundabout, the size was limited and buses were the largest design vehicles making right turns. Since the roundabout opening, there has been larger semi-truck traffic that has made right turns and hit yield signs as a result. \$6,881.88 will be used for a truck turning analysis and preparing exhibits for WSDOT approval to move signage or provide truck route signage.

FISCAL IMPACT, IF APPROPRIATE:

This supplement of \$25,211.03 will be funded by the City out of REET I and REET II.

ATTACHMENTS:

1. John Liner - SW - Supplement 006 - 22009.1



Transportation Improvement Board
Consultant Supplemental Agreement

Agency **City of Sedro-Woolley**

Project Number **8-2-126(013)-1**

Project Name **Township Street (SR9) – John Liner Rd/McGarigle Rd Intersection**

Consulting Firm **Reichhardt & Ebe Engineering, Inc.**

Supplement Phase **Supplement 006**

The Local Agency of City of Sedro-Woolley desires to supplement the agreement entered into with and executed on 04/14/2022.

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:

Section II, **SCOPE OF WORK**, is hereby amended to include additional services as outlined in Exhibit A.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE 12/31/2026

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit B

MAXIMUM AMOUNT PAYABLE \$ 807,610.16

EXHIBIT B			
	Original Agreement/ Supplements 1-5	Supplement #6	Total
Direct Salary Cost			
Overhead (including Payroll Additives)			
Direct Non-salary Costs			
Fixed Fee			
Total	\$782,399.13	\$25,211.03	\$807,610.16

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature	Date

EXHIBIT A
CONSTRUCTION MANAGEMENT SERVICES FOR:
SR9, JOHN LINER / MCGARIGLE INTERSECTION IMPROVEMENTS

SCOPE OF WORK

INTRODUCTION

The purpose of the following Supplemental Scope of Work is to provide construction management and traffic engineering consulting services for the SR 9 - McGarigle Rd - John Liner Rd Intersection Improvements project located in the City of Sedro Woolley.

The focus of this Scope of Work is to assess the impacts of WB 67 trucks making turning movements at the intersection that were not assumed during design. WB 67 turns to and from the side streets (John Liner Rd and McGarigle Rd) are damaging signs located in the roundabout buffer areas. This Scope of Work aims to provide recommendations to the City for type and placement of signs to eliminate further damage.

This scope of work also addresses additional construction management efforts necessary to complete the project due to extenuating circumstances and additional working days.

WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

R&E shall continue to manage the project over the extended project life.

2.0 ASSISTANCE DURING BIDDING

No additional work.

3.0 QUALITY CONTROL

No additional work.

4.0 CONSTRUCTION MANAGEMENT

Additional construction management effort was required beyond what was originally budgeted for the project. The project was planned to be staffed primarily with a project engineer with assistance from a principal engineer. Due to the contentious nature of the contractor, and at the request of both the contractor

and the City, the principal engineer assumed the primary role in managing the construction with support from the project engineer.

5.0 ROUNDABOUT / ELECTRICAL CONSTRUCTION SUPPORT SERVICES

Herman Traffic Engineering shall provide the following services:

- Coordinate with R&E, City of Sedro-Woolley and WSDOT as required.
- Prepare Auto Turn exhibits showing WB-67 swept paths for all possible movements at the intersection.
- Conduct a site visit with R&E and City staff to discuss the sign damage that has occurred and possible treatments based on the Autoturn exhibits and traffic engineering principles.
- Prepare a preliminary traffic signing modifications plan sheet showing the installation of new signing, relocations of existing signs or removal of existing signs.
- Submit preliminary traffic signing modifications plan sheet to City and WSDOT for review.
- Discuss any comments with Agency staff, and revise plan sheet as required.
- Transmit final plan sheet to City for action by City crews or a Contractor.

6.0 MATERIAL TESTING SERVICES

No additional material testing services.

7.0 INSPECTION SERVICES

No additional inspection work is necessary.

8.0 SURVEYING

R&E coordinated with LSA for the additional survey work necessary and requested for the contract. The additional work included staking ROW at property owner / City request, topo of the electrical service cabinet and re-setting monuments in the intersection.

9.0 PROJECT CLOSEOUT

No additional project closeout services are necessary

10.0 SUBCONSULTANTS

R&E shall contract with the following subconsultants for work on this contract.

- Roundabout / Electrical – Herman Traffic Engineering
- Materials Testing – GeoTest Services, Inc.

- Survey – Larry Steele & Associates

11.0 REIMBURSABLE EXPENSES

Exhibit B provides budget amounts for reimbursable expenses such as shipping reproductions, office supplies, printing fees and mitigation services directly related to the completion of the work. Budgeted amounts shown are estimates for reimbursable expenses.

SUPPLEMENT FOR ADDITIONAL SERVICES

If mutually agreed upon by the City and R&E, this contract may be supplemented to include work not specifically addressed in this scope of work. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

EXHIBIT B
MANHOOR AND COST ESTIMATE

SR9, JOHN LINER / MCGARIGLE INTERSECTION IMPROVEMENTS
Man-Hour and Cost Estimate

March 19, 2026

CONSTRUCTION MANAGEMENT SERVICES

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-3	T-7	T-5
		Nathan	Olivia	Grace	Inspector	Barb
1.0	PROJECT MANAGEMENT AND ADMINISTRATION					
1.01	Project Management	2			2	
	Sub-Total	2	0		2	0
2.0	ASSISTANCE DURING BIDDING					
	Sub-Total	0	0		0	0
3.0	QUALITY CONTROL					
	Sub-Total	0	0		0	0
4.0	CONSTRUCTION MANAGEMENT					
4.01	Construction Management - Additional Effort	30			10	
	Sub-Total	30	0		10	0
5.0	ROUNDBOUT / ELECTRICAL CONSTRUCTION SUPPORT SERVICES					
5.01	Coordination with HTE / City / WSDOT	6			4	
	Sub-Total	6	0		4	0
6.0	MATERIAL TESTING SERVICES					
	Sub-Total	0	0		0	0
7.0	INSPECTION SERVICES					
	Sub-Total	0	0		0	0
8.0	SURVEYING					
8.01	Coordinate Construction Survey Requirements	1			4	
	Sub-Total	1	0		4	0
9.0	PROJECT CLOSEOUT					
	Sub-Total	0	0		0	0
	TOTAL HOURS (REGULAR TIME)	39	0		20	0
	HOURLY RATE (REGULAR TIME)	\$ 230.10	\$ 163.73	\$ 144.55	\$ 163.73	\$ 117.26
	TOTAL HOURS (OVERTIME)	0	0		0	0
	HOURLY RATE (OVERTIME)	\$ 287.63	\$ 204.66	\$ 180.69	\$ 204.66	\$ 146.58
	SUB-TOTAL	\$ 8,973.90	\$ -	\$ 2,891.00	\$ -	\$ -
	TOTAL					\$ 11,864.90

10.0	SUBCONSULTANTS		
10.01	Herman Traffic Engineering		\$ 6,881.88
10.02	GeoTest Services, Inc.		\$ -
10.03	Larry Steele & Associates		\$ 6,464.25
	TOTAL		\$ 13,346.13

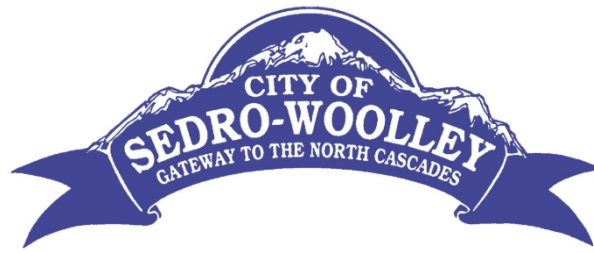
11.0	REIMBURSABLES		
11.01	Plan Reproduction	Sets	\$ 125.00 \$ -
11.02	Specs Reproduction	Sets	\$ 50.00 \$ -
11.03	Misc. Reproduction Estimated Shipping, Delivery, and Office Supplies		\$ -
	Sub-Total		\$ -

CONSTRUCTION MANAGEMENT SERVICES TOTAL		\$25,211.03
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2025 Non-Federal Billing Rates

1/20/2025

Classification	Daytime	Night				
	Bill Rate	Bill Rate				
Engineer	2025	2025				
E-I	115.05	143.81	Ben	Grant	Dylan	
E-II	128.33	160.41	Grace			
E-III	144.55	180.69	Ross	Luke		
E-IV	163.73	204.66	Olivia	Greg	Brenden	
E-V	185.85	232.31	John			
E-VI	210.93	263.66	Tyler			
E-VII	230.10	287.63	Luis	Nathan	Carl	Dale
Technical/CAD						
T-I	63.43	79.28	Intern	Caiden		
T-II	75.23	94.03				
T-III	87.03	108.78				
T-IV	101.04	126.30				
T-V	117.26	146.58	Barb B.	Warner	Lisa	
T-VI	137.18	171.47	Erik			
T-VII	163.73	204.66	Ken	Gary		
Clerical						
C-I	59.00	73.75				
C-II	67.85	84.81				
C-III	82.60	103.25				
C-IV	101.78	127.22				
C-V	123.90	154.88	Shannon			



City Council Agenda Item

Agenda Item No.: m.5.

Date: April 8, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Procedures for Filling the Mayor Vacancy

RECOMMENDED ACTION:

Staff have no recommended action.

BACKGROUND/SUMMARY INFORMATION:

Mayor Julia Johnson announced her resignation from the position of Sedro-Woolley Mayor, effective April 3, 2026. The City Council Governance Handbook outlines procedures for the council to select the next mayor. These procedures are attached.

The individual appointed will serve through the end of the mayor's current term, December 31, 2027.

If council does not fill the position within 90 days of April 3, 2026, the City's authority in this matter would cease and the Skagit County Board of Commissioners would appoint a qualified person to fill the vacancy.

At prior council meetings, the City Council noted they would like to review these procedures before continuing to fill the vacancy.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Excerpt_City Governance Handbook_Mayor Vacancy

B-1. Filling a Vacancy in the office of Mayor

I. Filling a Vacancy

If a vacancy occurs in the office of Mayor, the Council shall follow the procedures outlined in RCW 35A.12.050 and Council's adopted procedure in compliance with RCW 35A.12.050, as well as RCW 42.12.070. The timeline may vary depending on when the process begins. Pursuant to RCW 35A.12.050, City Council has within 90 days of the vacancy to appoint a qualified person to the vacant position. If this timeframe is not met, the City's authority in this matter would cease and the Skagit County Board of Commissioners would appoint a qualified person to fill the vacancy. Public comment will not be taken during this entire process.

PROCEDURE FOR FILLING A MAYORAL VACANCY

A. Timeline/Procedure (any of the meetings, dates and times, may be adjusted and/or combined as determined by the Council):

1. Candidates

The City Council will appoint a new mayor from among the members of the City Council.

2. Special Meeting, Executive Session, set for _____ . [RCW 42.30.110(1)(h)]

At 6:00 p.m. prior to the next regularly scheduled Council meeting, the Council will meet to solicit interest from councilmembers and adjourn to executive session to review and discuss all of the councilmembers interested in serving as mayor. After the review and discussion, Council will return to Council Chambers and the Special Meeting will be adjourned.

Regular Meeting, same evening as above Special Meeting. [RCW 42.30.110(1)(h)]

6:00 p.m. Council will meet in open session and part of this agenda will include the appointment of a new mayor. The nomination and voting process is detailed at Section A, below.

A. Nomination and Voting Process:

1. NOMINATION PROCESS.

Councilmembers may nominate any councilmember to fill the vacancy. A second is required. If no second is received, that applicant shall not be considered further unless no applicant receives a second, in which case all applicants who were nominated may be considered again. Once the nominations are given, **the Mayor-Pro-Tem will close the nominations and Council will proceed to vote.**

2. VOTING PROCESS. By adoption of this policy, Council has chosen the following process for making such appointment:

a. A vote for an applicant shall be by voice or raised hand.

b. The vacancy can only be filled when **a majority of the whole City Council affirmatively votes** for the applicant, i.e. if five City Councilmembers are present, this would require at least four City Councilmembers voting for an applicant. If subsequent rounds of voting are needed, each round of voting follows the same process. The Mayor-Pro-Tem may ask for Council discussion between voting rounds.

Round One Vote:

The applicant receiving the majority of votes will be the new Mayor. If no applicant receives a majority of votes from the City Council, then the three applicants receiving the most affirmative votes would be considered in a second round.

Round Two Vote:

Round Two shall proceed the same as Round One. If one of the three applicants still fails to receive a majority of affirmative votes, then the two applicants of the three who received the most affirmative votes would then be considered in a third round; or if there are only two applicants and they receive tie votes, a third round will be taken. Councilmembers may change their vote between rounds.

Round Three Vote:

Round Three shall proceed the same as Rounds One and Two. If after this round, the vote of the two applicants results in a tie, then the City Supervisor, with concurrence of Council, shall flip a coin to determine who shall fill the vacancy, with the applicant whose last name is closest to the letter "A" being assigned "heads" and the other person assigned "tails." In the rare circumstance where both applicants have the same last name, the applicant whose entire last name is closest to the letter "A" will be assigned "heads" and the other person assigned "tails."

D. Seating of the New Mayor:

1. Once an applicant either has received a majority of votes or wins the coin flip, the City Clerk shall administer the oath of office, and the new Mayor will be officially seated as Mayor.

1. Legislative Agenda

Councilmembers work each year (or sometimes every two years) to draft a "legislative agenda" to address Council ideas, suggestions and specific legislative programs in terms of upcoming or pending legislative activity in Olympia that would or could have an effect on our City. Additionally, Councilmembers have the option of creating a similar legislative agenda to address concerns on a national level.

2. Ballot Measures:

a) State Law

RCW 42.17A 555. State law has enacted statutory prohibitions (with limited exceptions) against the use of public facilities to support or oppose ballot propositions:

"No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

- (1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a*

motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

(2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;

(3) Activities which are part of the normal and regular conduct of the office or agency.” [emphasis added]

b) City’s Implementation of RCW 42.17A.555:

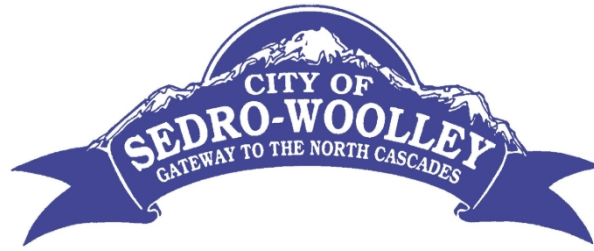
In the City’s implementation of RCW 42.17A.555, the City Council shall not, during any part of any Council meeting, consider requests from outside agencies for Council to support or oppose ballot measures; nor will Council permit any public comment on any proposed or pending ballot issue, whether or not such comments seek endorsement or are just to inform Council of upcoming or proposed ballot issues; nor shall Councilmembers disseminate ballot-related information.

c) Providing Informative Materials to Council

The requestor has the option of mailing materials to individual Councilmembers via the United States Postal Office. Because even the use of e-mail for ballot purposes could be construed as use of public facilities and could be interpreted as being in violation of RCW 42.17A.555, materials should be sent via regular mail through the United States Postal Office. Information shall be objective only and not soliciting a pro or con position.

d) Public Comment.

Council has chosen not to support or oppose ballot issues as those are left to the will of the people voting. The use of any of the City’s facilities including the use of the Council chambers and/or broadcast system would likely be construed as being in violation of RCW 42.17A.555 and therefore, general public comment on ballot issues, or proposed ballot issues will not be permitted.



City Council Agenda Item

Agenda Item No.: m.6.

Date: April 8, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Mayoral Appointment

RECOMMENDED ACTION:

Staff have no recommended action.

BACKGROUND/SUMMARY INFORMATION:

The current procedures for filling a mayoral vacancy are outlined in the previous council item.

The current procedures note, once an applicant has received a majority of votes, the City Clerk shall administer the oath of office, and the new mayor will be officially seated as mayor.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

None