

CITY COUNCIL AGENDA

May 13, 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 & Off-Cycle

2. 2026-278-IA - Washington State Administrative Office of the Courts - Internet Connection and Virtual Private Network (VPN) Router

f. Introduction of Special Guests and Presentation

1. Volunteer Recognition - Mike Pizzuto - Cemetery Gravestone Clean-Up

g. City Administrator Report

1. Status of Property Sale

2. Amendment to City Procurement Policy - Grant Applications

3. FIFA World Cup Grant

h. Councilmember and Mayor's Report

i. Proclamation(s)

1. Proclamation Recognizing Building Safety Month

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. Ward 2 Vacancy - Interview Procedures

2. Grant Award - Department of Commerce - Northern State Historic Cemetery Improvements
3. Authorization to Award - 2026 Pavement and Pedestrian Improvements Project
4. 2024-177-ILA - Skagit County - Amendment 1 Senior Services, Version 2
5. Ordinance 2116-26 - Amending SWMC Chapter 12.36 “City Parks, Recreational Vehicle Facilities and Community Center” - 1st Read
6. Ordinance 2117-26 - Repealing SWMC Chapter 2.44 “Arts Commission” and amending Chapter 2.92 “Gifts, Loans and Donations of Works of Art” - 1st Read

n. Information Only Items

1. Monthly Permit Report

o. Good of the Order

p. Executive Session

1. Discussion with Legal Counsel About Current or Potential Litigation (RCW 42.30.110(1)(i))

q. Adjournment

Next Meeting - Regular City Council - May 27, 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:

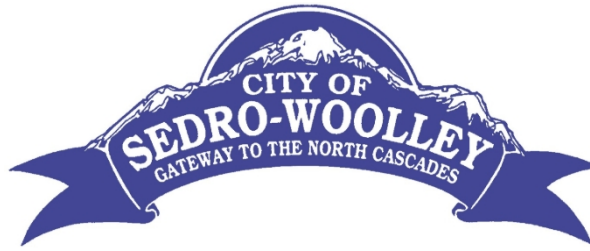
<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

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: May 13, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular & Off-Cycle

RECOMMENDED ACTION:

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

BACKGROUND/SUMMARY INFORMATION:

Claims checks #206626 through #206800, plus EFTs. Additional surcharges not included on the check register. Payroll ACHs including associated benefit checks #61598 through #61608.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$1,302,501.37

Payroll totaling \$581,061.91

ATTACHMENTS:

1. 2026.05.07 Check Register
2. 2026.05.13 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 08:27:23 Date: 05/07/2026

05/07/2026 To: 05/07/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4881	05/07/2026	Claims	2	206800	WA St Dept of Agriculture	300.00	Pesticide Licensing exams for 4 employees
			103 - 542 30 49 030 - Misc-Tuition/Registration			300.00	
			103 Street Fund			300.00	
						300.00	Claims: 300.00

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Sedro Woolley, and that I am authorized to authenticate and certify to said claim.

Finance Director	Date
Finance Committee Member	Date
Finance Committee Member	Date
Finance Committee Member	Date

CHECK REGISTER

City Of Sedro-Woolley

Time: 09:00:13 Date: 05/13/2026

05/13/2026 To: 05/13/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4674	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	75.60	
					101 - 576 80 47 052 - Bingham Caretaker	75.60	
4675	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	343.56	
					001 - 522 50 47 000 - Public Utilities	343.56	
4676	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	40.00	
					104 - 559 30 01 105 - Utility Payment on Redevelopm	40.00	
4677	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	121.39	
					412 - 537 80 47 000 - Public Utilities	121.39	
4678	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	33.86	
					401 - 535 80 47 000 - Public Utilities	33.86	
4679	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	133.23	
					103 - 542 63 47 000 - Public Utilities	133.23	
4680	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	44.64	
					101 - 576 80 47 050 - Hammer Square	44.64	
4681	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	227.77	
					101 - 576 80 47 020 - Senior Center	227.77	
4682	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	467.84	
					101 - 576 80 47 070 - City Hall	467.84	
4683	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	45.99	
					001 - 521 20 47 000 - Public Utilities	45.99	
4684	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	29.80	
					401 - 535 80 47 000 - Public Utilities	29.80	
4685	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	180.03	
					101 - 576 80 47 053 - Other Utilities	180.03	
4686	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	107.90	
					101 - 576 80 47 010 - Community Center	107.90	
4687	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	489.68	
					101 - 576 80 47 070 - City Hall	489.68	
4688	05/13/2026	Claims	2	EFT	Cascade Natural Gas Corp	196.81	
					401 - 535 80 47 000 - Public Utilities	196.81	
4689	05/13/2026	Claims	2	EFT	City of Sedro-Woolley	15.65	
					101 - 576 80 47 053 - Other Utilities	15.65	
4690	05/13/2026	Claims	2	EFT	City of Sedro-Woolley	15.65	
					104 - 595 20 63 082 - RW Trail Road Extension	15.65	
4691	05/13/2026	Claims	2	EFT	City of Sedro-Woolley	15.65	
					104 - 595 20 63 082 - RW Trail Road Extension	15.65	
4692	05/13/2026	Claims	2	EFT	City of Sedro-Woolley	101.92	
					101 - 576 80 47 025 - Olmsted Park	101.92	
4693	05/13/2026	Claims	2	EFT	City of Sedro-Woolley	42.43	
					001 - 558 60 49 041 - Miscellaneous - Planning And	42.43	
4694	05/13/2026	Claims	2	EFT	United Parcel Service, Inc.	256.34	
					001 - 521 20 42 010 - Postage	256.34	
4695	05/13/2026	Claims	2	EFT	United Parcel Service, Inc.	18.40	
					001 - 522 20 42 010 - Postage	18.40	
4696	05/13/2026	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	4,675.77	

CHECK REGISTER

City Of Sedro-Woolley

Time: 09:00:13 Date: 05/13/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 513 10 42 020		- Telephone	242.45	
			001 - 514 23 42 020		- Telephone	138.22	
			001 - 518 80 42 020		- Telephone	138.22	
			001 - 521 20 42 020		- Telephone	1,961.30	
			001 - 524 20 42 020		- Telephone	138.22	
			401 - 535 80 42 030		- Cell Phones	440.18	
			102 - 536 20 42 020		- Telephone	139.01	
			412 - 537 80 42 025		- Cell Phones	482.30	
			103 - 542 30 42 020		- Telephone	281.67	
			001 - 558 60 42 020		- Telephone	99.00	
			101 - 576 80 42 020		- Telephone	359.32	
			001 - 595 10 42 025		- Cell Phones	255.88	
4697	05/13/2026	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	560.34	
			001 - 521 20 42 020		- Telephone	440.31	
			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	
4698	05/13/2026	Claims	2	EFT	WA St Dept of Revenue	26,184.31	
			425 - 531 50 44 000		- Taxes & Assessments	1,894.76	
			401 - 535 80 44 010		- Taxes & Assessments	10,120.15	
			102 - 536 20 44 010		- Taxes And Assessments	209.06	
			106 - 536 30 44 010		- Taxes and Assessments	6.30	
			412 - 537 80 44 001		- Taxes & Assessments	13,872.63	
			101 - 576 80 44 010		- Taxes And Assessments	22.68	
			102 - 589 30 11 102		- DO NOT USE - Sales Tax Remit	58.73	
4699	05/13/2026	Claims	2	EFT	WEX Bank	17,444.33	
			001 - 518 20 32 000		- Auto Fuel	222.04	
			001 - 521 20 32 000		- Auto Fuel	9,045.08	
			001 - 522 20 32 000		- Auto Fuel/Diesel	5,627.53	
			425 - 531 50 32 000		- Vehicle Fuel	297.64	
			401 - 535 80 32 000		- Auto Fuel/Diesel	362.16	
			102 - 536 20 32 001		- Propane	122.29	
			412 - 537 80 32 000		- Auto Fuel/Diesel	303.95	
			103 - 542 30 32 000		- Auto Fuel/Diesel	348.45	
			101 - 576 80 32 000		- Auto Fuel/Diesel	1,115.19	
4700	05/13/2026	Claims	2	206626	A-1 Mobile Lock & Key, Inc.	254.36	
			103 - 542 30 31 000		- Operating Supplies	254.36	
4701	05/13/2026	Claims	2	206627	A-1 Shredding	120.00	
			001 - 514 23 31 000		- Supplies	60.00	
			001 - 521 20 41 001		- Professional Services	60.00	
4702	05/13/2026	Claims	2	206628	Amazon Capital Svcs, Inc	3,238.51	
			001 - 518 80 31 000		- Office/Operating Supplies	54.25	
			001 - 518 80 31 001		- Repair & Maintenance Sup	290.11	
			001 - 521 20 26 000		- Uniforms/Accessories	-217.40	
			001 - 521 20 26 000		- Uniforms/Accessories	127.64	
			001 - 521 20 31 002		- Office/Operating Supplies	42.43	
			001 - 521 20 31 002		- Office/Operating Supplies	225.71	
			001 - 521 20 31 002		- Office/Operating Supplies	176.52	
			001 - 521 20 31 002		- Office/Operating Supplies	178.14	
			001 - 521 20 31 002		- Office/Operating Supplies	157.39	
			001 - 521 20 31 002		- Office/Operating Supplies	36.94	
			001 - 521 20 31 002		- Office/Operating Supplies	108.68	
			001 - 521 20 31 002		- Office/Operating Supplies	238.71	
			001 - 521 20 41 023		- Canine	56.98	
			001 - 522 21 31 010		- Office Supplies	159.93	
			001 - 522 45 31 000		- Supplies & Books	228.42	
			001 - 524 20 31 000		- Off/Oper Supps & Books	22.54	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 31 010		Operating Supplies	65.18	
			401 - 535 80 31 020		Op Supplies-Chemicals	9.76	
			001 - 558 60 31 000		Supplies/Books	22.54	
			101 - 576 80 31 006		Operating Sup - City Hall	304.24	
			101 - 576 80 48 007		Bingham Park	270.66	
			101 - 576 80 48 016		City Hall	432.62	
			101 - 576 80 48 016		City Hall	159.76	
			501 - 594 42 64 000		Equip & Vehicles - Streets	64.23	
			001 - 595 10 31 000		Supplies	22.53	
4703	05/13/2026	Claims	2	206629	Bay City Supply	1,937.67	
			101 - 576 80 31 003		Operating Sup - Parks Shop	406.30	
			101 - 576 80 31 005		Operating Sup - Senior Ctr	1,531.37	
4704	05/13/2026	Claims	2	206630	Beaver Lake Quarry	508.13	
			103 - 542 30 48 002		Crushed Aggregate	508.13	
4705	05/13/2026	Claims	2	206631	Birch Equipment Rental & Sales	494.30	
			101 - 576 80 45 001		Equipment Rental	247.15	
			101 - 576 80 45 001		Equipment Rental	247.15	
4706	05/13/2026	Claims	2	206632	Blue to Gold, LLC	495.00	
			001 - 521 40 49 000		Tuition/Registration	495.00	
4707	05/13/2026	Claims	2	206633	Board For Volunteer Firefighters	420.00	
			001 - 522 23 23 002		Pension-Volunteer Firefighter	420.00	
4708	05/13/2026	Claims	2	206634	Bonner Electrical Contracting LLC	1,780.31	
			001 - 518 80 31 001		Repair & Maintenance Sup	1,780.31	
4709	05/13/2026	Claims	2	206635	Boulder Park Inc	18,796.00	
			401 - 535 80 35 020		Solids Handling	18,796.00	
4710	05/13/2026	Claims	2	206636	Bound Tree Medical LLC	155.44	
			001 - 522 21 31 000		Operating Supplies - Medical	155.44	
4711	05/13/2026	Claims	2	206637	Braun Northwest, Inc	59,203.30	
			501 - 594 22 64 501		Vehicles - Fire	59,203.30	
4712	05/13/2026	Claims	2	206638	Bridge Coordination Services	2,870.25	
			001 - 521 20 41 001		Professional Services	2,870.25	
4713	05/13/2026	Claims	2	206639	Bud Clary Ford Hyundai	54,361.90	
			501 - 594 76 64 000		Equip & Vehicles - Park	54,361.90	
4714	05/13/2026	Claims	2	206640	William Bullock	514.25	
			001 - 595 10 43 000		Travel	514.25	
4715	05/13/2026	Claims	2	206641	C.Hlth130, dba Cardinal Health 112 LLC	576.41	
			001 - 522 21 31 000		Operating Supplies - Medical	57.19	
			001 - 522 21 31 000		Operating Supplies - Medical	519.22	
4716	05/13/2026	Claims	2	206642	Carl's Towing & Muffler	121.96	
			101 - 576 80 48 021		Equipment	121.96	
4717	05/13/2026	Claims	2	206643	Central Welding Supply	221.51	
			001 - 522 21 31 000		Operating Supplies - Medical	221.51	
4718	05/13/2026	Claims	2	206644	Sandra Jensen dba Channel View Farms	7,472.39	
			101 - 576 80 31 013		Operating Sup - Flowers-Holid	7,472.39	
4719	05/13/2026	Claims	2	206645	Children of the Valley	14,752.10	
			117 - 551 00 00 117		Affordable Housing - Operatio	14,752.10	

CHECK REGISTER

City Of Sedro-Woolley

Time: 09:00:13 Date: 05/13/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4720	05/13/2026	Claims	2	206646	Cities Insurance Assoc	1,888.24	
					103 - 543 30 46 000 - Insurance	659.18	
					101 - 576 80 46 000 - Insurance	608.66	
					101 - 576 80 46 000 - Insurance	620.40	
4721	05/13/2026	Claims	2	206647	Code Publishing LLC	1,119.61	
					001 - 513 10 41 000 - Professional Services-Other	1,119.61	
4722	05/13/2026	Claims	2	206648	Commercial Fire Protection Inc	916.35	
					001 - 522 50 48 020 - Repair/Maint-Garage	380.10	
					101 - 576 80 48 016 - City Hall	536.25	
4723	05/13/2026	Claims	2	206649	Cues, Inc,	265.92	
					401 - 535 50 48 010 - Maintenance Of Lines	265.92	
4724	05/13/2026	Claims	2	206650	Daily Journal Of Commerce	412.50	
					104 - 595 10 63 091 - Eng - 2026 Pvt & Ped	412.50	
4725	05/13/2026	Claims	2	206651	David Evans & Assoc Inc	41,907.28	
					104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U	41,115.51	
					104 - 595 20 63 086 - RW - Jones/John Liner BNSF U	791.77	
4726	05/13/2026	Claims	2	206652	Dell Marketing LP	10,405.71	
					501 - 594 21 64 501 - Equip & Vehicles - Police	3,468.57	
					501 - 594 21 64 501 - Equip & Vehicles - Police	6,937.14	
4727	05/13/2026	Claims	2	206653	Dobbs Heavy Duty Holdings, LLC	5,239.21	
					412 - 537 50 48 000 - Repairs/maint-equip	1,068.53	
					412 - 537 50 48 000 - Repairs/maint-equip	433.91	
					412 - 537 50 48 000 - Repairs/maint-equip	3,736.77	
4728	05/13/2026	Claims	2	206654	Donald Coggins	83.62	
					001 - 513 10 31 000 - Supplies	70.59	
					001 - 595 10 31 000 - Supplies	13.03	
4729	05/13/2026	Claims	2	206655	E & E Lumber, Inc.	1,382.54	
					401 - 535 50 48 010 - Maintenance Of Lines	18.48	
					401 - 535 80 31 020 - Op Supplies-Chemicals	45.69	
					103 - 542 30 31 000 - Operating Supplies	42.08	
					104 - 559 30 00 105 - Redevelopment of Property for	191.58	
					101 - 576 80 31 001 - Operating Sup - Riverfront	69.04	
					101 - 576 80 31 006 - Operating Sup - City Hall	15.64	
					101 - 576 80 31 025 - Operating Sup - Olmsted Park	50.96	
					101 - 576 80 31 100 - Fertilizer/Herbicide	114.11	
					101 - 576 80 48 001 - Riverfront	30.76	
					101 - 576 80 48 004 - Community Center	8.24	
					101 - 576 80 48 005 - Senior Center	4.15	
					101 - 576 80 48 007 - Bingham Park	41.06	
					101 - 576 80 48 012 - Harry Osborne	146.58	
					101 - 576 80 48 014 - Winnie Houser Park	256.79	
					101 - 576 80 48 016 - City Hall	256.09	
					101 - 576 80 48 016 - City Hall	30.58	
					101 - 576 80 48 016 - City Hall	6.34	
					101 - 576 80 48 016 - City Hall	31.25	
					101 - 576 80 48 025 - Olmsted Park	18.25	
					101 - 576 80 48 025 - Olmsted Park	4.87	
4730	05/13/2026	Claims	2	206656	Esstac	168.65	
					001 - 521 20 26 000 - Uniforms/Accessories	168.65	
4731	05/13/2026	Claims	2	206657	Exact Scientific Services, Inc.	213.00	
					401 - 535 80 31 020 - Op Supplies-Chemicals	213.00	
4732	05/13/2026	Claims	2	206658	Fastenal Company	2.41	

CHECK REGISTER

City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 50 48 050 - Maint Of General Equip			2.41	
4733	05/13/2026	Claims	2	206659	Ferguson Enterprises #3007	117.44	
			101 - 576 80 48 016 - City Hall			117.44	
4734	05/13/2026	Claims	2	206660	Citizenprime, LLC dba Firepenny	333.97	
			001 - 522 20 31 000 - Operating Supplies			333.97	
4735	05/13/2026	Claims	2	206661	FirstNET/AT&T Mobility	825.33	
			001 - 522 20 42 020 - Telephone			758.47	
			401 - 535 80 41 000 - Professional Services			66.86	
4736	05/13/2026	Claims	2	206662	Fremarek, Inc dba	605.23	
			401 - 535 80 31 020 - Op Supplies-Chemicals			605.23	
4737	05/13/2026	Claims	2	206663	Galls, LLC	118.88	
			001 - 522 20 26 000 - Uniforms			118.88	
4738	05/13/2026	Claims	2	206664	Glen Gardner dba Gardner Electronics	3,290.58	
			501 - 594 21 64 501 - Equip & Vehicles - Police			2,671.56	
			501 - 594 21 64 501 - Equip & Vehicles - Police			619.02	
4739	05/13/2026	Claims	2	206665	Garrison Engineering Corp	1,675.80	
			101 - 594 76 63 025 - Olmsted Park			245.00	
			101 - 594 76 63 025 - Olmsted Park			306.25	
			101 - 594 76 63 025 - Olmsted Park			428.75	
			101 - 594 76 63 025 - Olmsted Park			450.80	
			101 - 594 76 63 025 - Olmsted Park			245.00	
4740	05/13/2026	Claims	2	206666	Good to Go!	6.00	
			001 - 521 40 43 000 - Travel			6.00	
4741	05/13/2026	Claims	2	206667	Gordon Truck Centers, Inc	6,745.05	
			001 - 522 20 48 000 - Repairs/Maint-Equip			46.50	
			401 - 535 50 48 050 - Maint Of General Equip			907.42	
			412 - 537 50 48 000 - Repairs/maint-equip			1,074.85	
			412 - 537 50 48 000 - Repairs/maint-equip			497.05	
			412 - 537 50 48 000 - Repairs/maint-equip			213.89	
			412 - 537 50 48 000 - Repairs/maint-equip			619.16	
			412 - 537 50 48 000 - Repairs/maint-equip			-59.79	
			412 - 537 50 48 000 - Repairs/maint-equip			-179.36	
			412 - 537 50 48 000 - Repairs/maint-equip			3,625.33	
4742	05/13/2026	Claims	2	206668	Great Floors, LLC	2,781.31	
			101 - 576 80 48 500 - Contracted Heavy Duty Cleanir			2,781.31	
4743	05/13/2026	Claims	2	206669	Judy Hall	100.00	
			631 - 389 90 03 631 - Unapplied Park and Facility Res			-100.00	
4744	05/13/2026	Claims	2	206670	Halo Protection Services LLC	1,194.60	
			001 - 512 50 41 050 - Security Services			1,194.60	
4745	05/13/2026	Claims	2	206671	Leanne Hickman	704.25	
			001 - 517 90 43 001 - Employee Recognition			704.25	
4746	05/13/2026	Claims	2	206672	Home Depot Credit Services	252.17	
			101 - 576 80 35 000 - Small Tools & Minor Equip			27.14	
			101 - 576 80 35 000 - Small Tools & Minor Equip			84.83	
			101 - 576 80 48 000 - Repairs/Maintenance			140.20	
4747	05/13/2026	Claims	2	206673	Humane Society Of Skagit	830.00	
			001 - 521 20 41 021 - Humane Society			502.00	
			001 - 521 20 41 021 - Humane Society			328.00	
4748	05/13/2026	Claims	2	206674	Ideal Rent-All	462.83	
			103 - 542 30 45 000 - Rental-Equipment			462.83	

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4749	05/13/2026	Claims	2	206675	Kelley Create	547.13	
					001 - 591 80 70 517 - Leases + Subscription IT (SBIT)	547.13	
4750	05/13/2026	Claims	2	206676	L N Curtis & Sons	1,767.90	
					001 - 521 20 26 000 - Uniforms/Accessories	1,767.90	
4751	05/13/2026	Claims	2	206677	Lakeside Industries, Inc.	2,543.57	
					103 - 542 30 48 003 - Asphalt Materials	1,671.12	
					103 - 542 30 48 003 - Asphalt Materials	462.02	
					103 - 542 30 48 003 - Asphalt Materials	410.43	
4752	05/13/2026	Claims	2	206678	Lauts Inc dba Lautenbach Industries	675.70	
					412 - 537 60 47 015 - Construction Demolition Land	436.45	
					412 - 537 60 47 015 - Construction Demolition Land	239.25	
4753	05/13/2026	Claims	2	206679	Law Enforcement Seminars LLC	445.00	
					001 - 521 40 49 000 - Tuition/Registration	445.00	
4754	05/13/2026	Claims	2	206680	Life Assist Inc.	4,042.85	
					001 - 522 21 31 000 - Operating Supplies - Medical	3,643.49	
					001 - 522 21 31 000 - Operating Supplies - Medical	322.03	
					001 - 522 21 31 000 - Operating Supplies - Medical	77.33	
4755	05/13/2026	Claims	2	206681	Loggers & Contractors	222.98	
					103 - 542 30 31 000 - Operating Supplies	12.71	
					103 - 542 30 35 000 - Small Tools/Minor Equip	153.20	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	57.07	
4756	05/13/2026	Claims	2	206682	Lou's Gloves Inc.	440.00	
					401 - 535 80 35 010 - Safety Equipment	440.00	
4757	05/13/2026	Claims	2	206683	MES Service Company LLC	566.43	
					001 - 522 20 35 000 - Small Tools & Minor Equip	473.01	
					001 - 522 20 35 000 - Small Tools & Minor Equip	93.42	
4758	05/13/2026	Claims	2	206684	Dan McIlraith	78.00	
					001 - 521 40 43 000 - Travel	78.00	
4759	05/13/2026	Claims	2	206685	Motorola Solutions	493.00	
					001 - 521 20 26 000 - Uniforms/Accessories	493.00	
4760	05/13/2026	Claims	2	206686	NCL of Wisconsin, Inc.	1,098.07	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,098.07	
4761	05/13/2026	Claims	2	206687	Nordic Temperature Control	1,351.71	
					101 - 576 80 48 016 - City Hall	1,351.71	
4762	05/13/2026	Claims	2	206688	North County Public Defense	23,394.28	
					001 - 515 93 41 000 - Indigent Defender	23,394.28	
4763	05/13/2026	Claims	2	206689	Northwest Propane LLC	89.97	
					412 - 537 60 47 011 - Site Recycling Disposal	89.97	
4764	05/13/2026	Claims	2	206690	Sally O'Neill	200.00	
					001 - 342 60 00 000 - Fire Transport Fees	-200.00	
4765	05/13/2026	Claims	2	206691	Oliver-Hammer, Inc	168.31	
					412 - 537 80 31 000 - Operating Supplies	168.31	
4766	05/13/2026	Claims	2	206692	Overton Safety Training, Inc	3,379.90	
					401 - 535 80 41 000 - Professional Services	3,379.90	
4767	05/13/2026	Claims	2	206693	Pape' Group, dba Pape' Machinery Inc.	500.47	
					101 - 576 80 48 021 - Equipment	500.47	

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4768	05/13/2026	Claims	2	206694	Paxxo (USA) Inc.	660.32	
					401 - 535 80 31 010 - Operating Supplies	660.32	
4769	05/13/2026	Claims	2	206695	William R. Peacock	606.65	
					401 - 535 80 49 030 - Misc-Tuition/Registration	606.65	
4770	05/13/2026	Claims	2	206696	Peters Towing LLC	552.70	
					001 - 521 20 41 001 - Professional Services	276.09	
					001 - 521 20 41 001 - Professional Services	276.61	
4771	05/13/2026	Claims	2	206697	Kenneth Petersen	50.00	
					001 - 342 60 00 000 - Fire Transport Fees	-50.00	
4772	05/13/2026	Claims	2	206698	Rachel Pivero	402.00	
					001 - 514 23 43 001 - Meals/Travel - EMS Billing	402.00	
4773	05/13/2026	Claims	2	206699	Polydyne Inc.	3,913.20	
					401 - 535 80 31 020 - Op Supplies-Chemicals	3,913.20	
4774	05/13/2026	Claims	2	206700	Public Safety Testing, Inc	3,189.16	
					001 - 521 20 41 001 - Professional Services	3,189.16	
4775	05/13/2026	Claims	2	206701	Puget Sound Energy, Inc.	33,460.00	
					103 - 542 63 47 000 - Public Utilities	33,460.00	
4776	05/13/2026	Claims	2	206702	Puget Sound Energy, Inc.	4,485.99	
					103 - 542 63 47 000 - Public Utilities	4,485.99	
4777	05/13/2026	Claims	2	206703	Puget Sound Energy, Inc.	57.88	
					103 - 542 63 47 000 - Public Utilities	57.88	
4778	05/13/2026	Claims	2	206704	Puget Sound Energy, Inc.	336.21	
					101 - 576 80 47 000 - Riverfront	336.21	
4779	05/13/2026	Claims	2	206705	Puget Sound Energy, Inc.	46.56	
					103 - 542 63 47 000 - Public Utilities	46.56	
4780	05/13/2026	Claims	2	206706	Puget Sound Energy, Inc.	138.65	
					102 - 536 20 47 000 - Public Utilities	138.65	
4781	05/13/2026	Claims	2	206707	Puget Sound Energy, Inc.	114.22	
					103 - 542 63 47 000 - Public Utilities	114.22	
4782	05/13/2026	Claims	2	206708	Puget Sound Energy, Inc.	112.35	
					103 - 542 63 47 000 - Public Utilities	112.35	
4783	05/13/2026	Claims	2	206709	Puget Sound Energy, Inc.	58.47	
					425 - 531 50 47 000 - Public Utilities	58.47	
4784	05/13/2026	Claims	2	206710	Puget Sound Energy, Inc.	18.53	
					101 - 576 80 47 040 - Train	18.53	
4785	05/13/2026	Claims	2	206711	Puget Sound Energy, Inc.	19,790.11	
					401 - 535 80 47 000 - Public Utilities	19,790.11	
4786	05/13/2026	Claims	2	206712	Puget Sound Energy, Inc.	206.57	
					401 - 535 80 47 000 - Public Utilities	206.57	
4787	05/13/2026	Claims	2	206713	Puget Sound Energy, Inc.	620.35	
					401 - 535 80 47 000 - Public Utilities	620.35	
4788	05/13/2026	Claims	2	206714	Puget Sound Energy, Inc.	181.49	
					425 - 531 50 47 000 - Public Utilities	181.49	
4789	05/13/2026	Claims	2	206715	Puget Sound Energy, Inc.	79.62	
					101 - 576 80 47 030 - Museum Apartments	79.62	
4790	05/13/2026	Claims	2	206716	Puget Sound Energy, Inc.	11.93	

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			101 - 576 80 47 030 - Museum Apartments			11.93	
4791	05/13/2026	Claims	2	206717	Puget Sound Energy, Inc.	175.52	
			401 - 535 80 47 000 - Public Utilities			175.52	
4792	05/13/2026	Claims	2	206718	Puget Sound Energy, Inc.	44.43	
			101 - 576 80 47 030 - Museum Apartments			44.43	
4793	05/13/2026	Claims	2	206719	Puget Sound Energy, Inc.	178.01	
			101 - 576 80 47 050 - Hammer Square			178.01	
4794	05/13/2026	Claims	2	206720	Puget Sound Energy, Inc.	4,147.37	
			101 - 576 80 47 070 - City Hall			4,147.37	
4795	05/13/2026	Claims	2	206721	Puget Sound Energy, Inc.	114.60	
			401 - 535 80 47 000 - Public Utilities			114.60	
4796	05/13/2026	Claims	2	206722	Puget Sound Energy, Inc.	673.79	
			101 - 576 80 47 020 - Senior Center			673.79	
4797	05/13/2026	Claims	2	206723	Puget Sound Energy, Inc.	373.49	
			401 - 535 80 47 000 - Public Utilities			373.49	
4798	05/13/2026	Claims	2	206724	Puget Sound Energy, Inc.	275.74	
			401 - 535 80 47 000 - Public Utilities			275.74	
4799	05/13/2026	Claims	2	206725	Puget Sound Energy, Inc.	348.90	
			401 - 535 80 47 000 - Public Utilities			348.90	
4800	05/13/2026	Claims	2	206726	Puget Sound Energy, Inc.	53.73	
			001 - 521 20 47 000 - Public Utilities			53.73	
4801	05/13/2026	Claims	2	206727	Puget Sound Energy, Inc.	1,112.86	
			001 - 522 50 47 000 - Public Utilities			1,112.86	
4802	05/13/2026	Claims	2	206728	Puget Sound Energy, Inc.	1,261.98	
			401 - 535 80 47 000 - Public Utilities			1,261.98	
4803	05/13/2026	Claims	2	206729	Puget Sound Energy, Inc.	161.22	
			101 - 576 80 47 051 - Bingham / Memorial			161.22	
4804	05/13/2026	Claims	2	206730	Puget Sound Energy, Inc.	126.42	
			401 - 535 80 47 000 - Public Utilities			126.42	
4805	05/13/2026	Claims	2	206731	Puget Sound Energy, Inc.	49.58	
			101 - 576 80 47 053 - Other Utilities			49.58	
4806	05/13/2026	Claims	2	206732	Puget Sound Energy, Inc.	229.03	
			101 - 576 80 47 000 - Riverfront			229.03	
4807	05/13/2026	Claims	2	206733	Puget Sound Energy, Inc.	10.87	
			101 - 576 80 47 000 - Riverfront			10.87	
4808	05/13/2026	Claims	2	206734	Puget Sound Energy, Inc.	96.19	
			103 - 542 63 47 000 - Public Utilities			96.19	
4809	05/13/2026	Claims	2	206735	Puget Sound Energy, Inc.	657.04	
			101 - 576 80 47 010 - Community Center			657.04	
4810	05/13/2026	Claims	2	206736	Puget Sound Energy, Inc.	230.17	
			401 - 535 80 47 000 - Public Utilities			230.17	
4811	05/13/2026	Claims	2	206737	Puget Sound Energy, Inc.	10.87	
			101 - 576 80 47 053 - Other Utilities			10.87	
4812	05/13/2026	Claims	2	206738	Puget Sound Energy, Inc.	258.75	
			412 - 537 80 47 000 - Public Utilities			258.75	

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4813	05/13/2026	Claims	2	206739	Puget Sound Energy, Inc.	13.66	
					101 - 576 80 47 000 - Riverfront	13.66	
4814	05/13/2026	Claims	2	206740	Puget Sound Energy, Inc.	123.52	
					101 - 576 80 47 051 - Bingham / Memorial	123.52	
4815	05/13/2026	Claims	2	206741	Puget Sound Energy, Inc.	56.32	
					104 - 559 30 01 105 - Utility Payment on Redevelopm	56.32	
4816	05/13/2026	Claims	2	206742	Puget Sound Energy, Inc.	382.20	
					101 - 576 80 47 053 - Other Utilities	382.20	
4817	05/13/2026	Claims	2	206743	Puget Sound Energy, Inc.	423.60	
					103 - 542 63 47 000 - Public Utilities	443.02	
					103 - 542 63 47 000 - Public Utilities	-19.42	
4818	05/13/2026	Claims	2	206744	RH2 Engineering Inc	51,539.98	
					401 - 594 35 63 000 - Engineering Services	7,034.56	
					401 - 594 35 63 000 - Engineering Services	44,505.42	
4819	05/13/2026	Claims	2	206745	Reichhardt & Ebe	14,140.19	
					104 - 595 10 63 089 - Eng - John Liner Rd Arterial	9,462.09	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	4,678.10	
4820	05/13/2026	Claims	2	206746	Ricoh USA, Inc	109.34	
					001 - 514 23 31 000 - Supplies	26.66	
					001 - 524 20 31 000 - Off/Oper Supps & Books	27.56	
					001 - 558 60 31 000 - Supplies/Books	27.56	
					001 - 595 10 31 000 - Supplies	27.56	
4821	05/13/2026	Claims	2	206747	Ricoh USA, Inc	552.08	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	57.29	
					001 - 591 10 70 520 - Leases + Subscription IT (SBITA)	77.74	
					001 - 591 20 70 524 - Leases + Subscription IT (SBITA)	77.73	
					103 - 591 30 70 103 - Subscription IT (SBITA) - Street	261.58	
					001 - 591 60 70 519 - Leases + Subscription IT (SBITA)	77.74	
4822	05/13/2026	Claims	2	206748	Rodda Paint Co	5,821.79	
					103 - 542 64 31 001 - Painting & Striping Supplies	5,821.79	
4823	05/13/2026	Claims	2	206749	Kevin Rogerson	200.00	
					001 - 512 50 41 000 - Professional Services	200.00	
4824	05/13/2026	Claims	2	206750	Heather Romano	1,638.00	
					001 - 521 20 41 001 - Professional Services	472.50	
					001 - 521 20 41 001 - Professional Services	1,165.50	
4825	05/13/2026	Claims	2	206751	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	
4826	05/13/2026	Claims	2	206752	SIRENNET.COM	3,661.33	
					501 - 594 21 64 501 - Equip & Vehicles - Police	3,661.33	
4827	05/13/2026	Claims	2	206753	SWS Equipment, Inc.	129.20	
					412 - 537 50 48 000 - Repairs/maint-equip	129.20	
4828	05/13/2026	Claims	2	206754	Safelite Auto Glass	759.22	
					001 - 518 20 48 000 - Repair & Maintenance	759.22	
4829	05/13/2026	Claims	2	206755	Scholten's Equipment Inc.	667.46	
					101 - 576 80 48 021 - Equipment	667.46	
4830	05/13/2026	Claims	2	206756	Sedgwick Claims	4,213.69	
					001 - 511 60 21 001 - Industrial Insurance	3.05	
					001 - 512 50 21 001 - Industrial Insurance	3.77	

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			001 - 513 10 21 001 - Industrial Insurance			7.19	
			001 - 514 23 21 001 - Industrial Insurance			30.55	
			001 - 518 80 21 001 - Industrial Insurance			10.24	
			001 - 521 20 21 001 - Industrial Insurance			1,036.79	
			001 - 522 20 21 001 - Industrial Insurance			731.32	
			001 - 522 21 21 001 - Industrial Insurance			695.38	
			001 - 522 22 21 001 - Industrial Insurance			107.81	
			001 - 522 23 21 001 - Industrial Insurance			557.40	
			001 - 524 20 21 001 - Industrial Insurance			35.96	
			425 - 531 50 21 001 - Industrial Insurance			91.64	
			401 - 535 80 21 001 - Industrial Insurance			213.83	
			102 - 536 20 21 001 - Industrial Insurance			34.14	
			412 - 537 80 21 001 - Industrial Insurance			212.03	
			103 - 542 30 21 001 - Industrial Insurance			97.03	
			501 - 548 30 21 001 - Industrial Insurance			44.78	
			001 - 558 60 21 001 - Industrial Insurance			8.98	
			101 - 576 80 21 001 - Industrial Insurance			136.56	
			001 - 595 10 21 001 - Industrial Insurance			77.62	
			001 - 595 10 21 001 - Industrial Insurance			77.62	
4831	05/13/2026	Claims	2	206757	Sedro-Woolley Auto Parts Inc	1,151.79	
			412 - 537 50 48 000 - Repairs/maint-equip			64.31	
			412 - 537 80 31 000 - Operating Supplies			179.74	
			412 - 537 80 31 000 - Operating Supplies			3.75	
			412 - 537 80 31 000 - Operating Supplies			51.65	
			103 - 542 30 31 000 - Operating Supplies			161.96	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			54.67	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			28.37	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			333.80	
			501 - 548 30 31 000 - Operating Supplies			33.08	
			501 - 548 30 31 000 - Operating Supplies			179.43	
			501 - 548 30 31 000 - Operating Supplies			30.84	
			101 - 576 80 48 021 - Equipment			30.19	
4832	05/13/2026	Claims	2	206758	Sedro-Woolley Automotive	91.14	
			001 - 521 20 48 010 - Repair & Maint - Auto			91.14	
4833	05/13/2026	Claims	2	206759	Skagit 911	3,624.32	
			001 - 591 20 70 522 - Leases + Subscription IT (SBITA			3,624.32	
4834	05/13/2026	Claims	2	206760	Skagit Cnty Central Svcs	10,467.64	
			001 - 521 20 41 050 - Spillman System			10,467.64	
4835	05/13/2026	Claims	2	206761	Skagit Cnty Public Works	6,925.10	
			425 - 531 50 41 002 - Contracted Services			5,169.65	
			103 - 542 64 31 004 - Street Sign Materials			584.70	
			001 - 595 10 31 001 - Address & Street Signs-Reimb			1,170.75	
4836	05/13/2026	Claims	2	206762	Skagit Cnty Treasurer	57,327.73	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/1			57,327.73	
4837	05/13/2026	Claims	2	206763	Skagit Conservation District	1,399.26	
			425 - 531 50 41 002 - Contracted Services			1,399.26	
4838	05/13/2026	Claims	2	206764	Skagit Council Of Governments	612.82	
			001 - 558 60 41 050 - SCOG			612.82	
4839	05/13/2026	Claims	2	206765	Skagit DV & SA Services	1,059.73	
			001 - 565 50 41 000 - Sk Domestic Violence			1,059.73	
4840	05/13/2026	Claims	2	206766	Skagit Farmers Supply	1,873.95	
			001 - 521 20 31 002 - Office/Operating Supplies			33.22	
			001 - 521 20 31 002 - Office/Operating Supplies			-3.91	
			001 - 521 20 31 002 - Office/Operating Supplies			18.49	
			001 - 522 20 31 000 - Operating Supplies			14.44	
			401 - 535 50 48 010 - Maintenance Of Lines			23.90	

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			401 - 535 80 31 010		Operating Supplies	45.63	
			401 - 535 80 31 010		Operating Supplies	23.25	
			401 - 535 80 31 010		Operating Supplies	6.51	
			401 - 535 80 31 010		Operating Supplies	101.06	
			401 - 535 80 31 010		Operating Supplies	68.87	
			401 - 535 80 31 020		Op Supplies-Chemicals	82.50	
			102 - 536 20 32 001		Propane	116.95	
			103 - 542 30 31 000		Operating Supplies	110.31	
			103 - 542 30 31 000		Operating Supplies	41.80	
			103 - 542 30 31 020		Operating Supplies - Herbicide	524.94	
			103 - 542 30 35 000		Small Tools/Minor Equip	97.82	
			103 - 542 63 48 000		Repairs/Maintenance	56.50	
			101 - 576 80 31 001		Operating Sup - Riverfront	91.24	
			101 - 576 80 31 025		Operating Sup - Olmsted Park	119.50	
			101 - 576 80 31 025		Operating Sup - Olmsted Park	72.81	
			101 - 576 80 31 025		Operating Sup - Olmsted Park	2.15	
			101 - 576 80 31 025		Operating Sup - Olmsted Park	22.78	
			101 - 576 80 31 025		Operating Sup - Olmsted Park	67.36	
			101 - 576 80 31 100		Fertilizer/Herbicide	86.95	
			101 - 576 80 48 005		Senior Center	48.88	
4841	05/13/2026	Claims	2	206767	PNG Media LLC, dba Skagit Publishing	1,632.32	
					001 - 518 10 27 000 - Publication	375.00	
					001 - 521 20 31 010 - Printing/Publications	375.00	
					001 - 558 60 41 010 - Advertising	156.02	
					001 - 558 60 41 010 - Advertising	161.40	
					001 - 558 60 41 011 - Advertising Reimbuseable	360.46	
					001 - 558 60 41 011 - Advertising Reimbuseable	204.44	
4842	05/13/2026	Claims	2	206768	Acct #600000958 Skagit Regional Health	583.00	
					001 - 521 20 41 001 - Professional Services	110.00	
					001 - 522 20 41 010 - Prof Service-Medical Exams	473.00	
4843	05/13/2026	Claims	2	206769	Skagit Sign Co	720.20	
					001 - 514 23 31 000 - Supplies	354.21	
					101 - 576 80 48 016 - City Hall	365.99	
4844	05/13/2026	Claims	2	206770	Staples, Inc.	124.41	
					401 - 535 80 31 000 - Office Supplies	124.41	
4845	05/13/2026	Claims	2	206771	Stericycle	10.36	
					001 - 521 20 41 001 - Professional Services	10.36	
4846	05/13/2026	Claims	2	206772	Sterling Vet Clinic	552.00	
					001 - 521 20 41 023 - Canine	552.00	
4847	05/13/2026	Claims	2	206773	Stiles & Lehr Law Inc., PS	9,454.50	
					001 - 512 50 41 010 - Municipal Court Judge	4,727.25	
					001 - 512 50 41 010 - Municipal Court Judge	4,727.25	
4848	05/13/2026	Claims	2	206774	Tacoma Nissan	36,562.62	
					501 - 594 42 64 000 - Equip & Vehicles - Streets	36,562.62	
4849	05/13/2026	Claims	2	206775	Tacoma Screw Products Inc.	381.63	
					501 - 548 30 31 000 - Operating Supplies	108.33	
					501 - 548 30 31 000 - Operating Supplies	273.30	
4850	05/13/2026	Claims	2	206776	Tamman Enterprises	4,745.82	
					101 - 576 80 48 001 - Riverfront	3,143.97	
					101 - 576 80 48 004 - Community Center	1,004.55	
					101 - 576 80 48 005 - Senior Center	597.30	
4851	05/13/2026	Claims	2	206777	Teleflex LLC	1,995.00	
					001 - 522 21 31 000 - Operating Supplies - Medical	1,995.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4852	05/13/2026	Claims	2	206778	The Hose Shop, Inc.	96.18	
					401 - 535 50 48 020 - Maint Of Pumping Equip	96.18	
4853	05/13/2026	Claims	2	206779	Thompson, Guildner & Assoc, Inc P.S.	25,869.78	
					001 - 515 41 41 000 - Ext Legal-City Attorney	21,357.20	
					001 - 515 45 41 000 - Legal - Litigation	4,512.58	
4854	05/13/2026	Claims	2	206780	Town of La Conner	2,441.67	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	2,441.67	
4855	05/13/2026	Claims	2	206781	Transportation Solutions, Inc.	4,903.50	
					104 - 544 40 41 000 - Transportation Plan Update	4,210.00	
					104 - 544 40 41 000 - Transportation Plan Update	693.50	
4856	05/13/2026	Claims	2	206782	Truck Toys Inc	3,294.41	
					501 - 594 42 64 000 - Equip & Vehicles - Streets	1,596.81	
					501 - 594 42 64 000 - Equip & Vehicles - Streets	46.44	
					501 - 594 76 64 000 - Equip & Vehicles - Park	1,651.16	
4857	05/13/2026	Claims	2	206783	HD Supply Inc, dba USA BlueBook	649.00	
					401 - 535 80 31 010 - Operating Supplies	61.45	
					401 - 535 80 31 010 - Operating Supplies	73.47	
					401 - 535 80 31 010 - Operating Supplies	30.42	
					401 - 535 80 35 000 - Small Tools & Minor Equip	483.66	
4858	05/13/2026	Claims	2	206784	Uline, Inc.	128.84	
					101 - 576 80 48 016 - City Hall	128.84	
4859	05/13/2026	Claims	2	206785	United General Dist #304	3,200.00	
					101 - 576 80 41 000 - Professional Services	3,200.00	
4860	05/13/2026	Claims	2	206786	Univar Solutions USA LLC	1,685.94	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,685.94	
4861	05/13/2026	Claims	2	206787	Utilities Underground Location Ctr.	66.83	
					401 - 535 80 31 010 - Operating Supplies	66.83	
4862	05/13/2026	Claims	2	206788	Caracal Enterp. LLC dba VenTek Intl	2,065.30	
					101 - 591 80 70 101 - Subscription IT (SBITA) - Parks	2,065.30	
4863	05/13/2026	Claims	2	206789	Vestis	88.76	
					401 - 535 80 49 000 - Laundry	8.41	
					401 - 535 80 49 000 - Laundry	8.41	
					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	
					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	4.87	
					103 - 542 30 49 000 - Misc-Laundry	4.87	
					103 - 542 30 49 000 - Misc-Laundry	4.87	
					103 - 542 30 49 000 - Misc-Laundry	4.87	
4864	05/13/2026	Claims	2	206790	WA St Dept of Commerce	556,863.14	
					410 - 591 35 72 000 - Principal Payment - PWTF	202,081.91	
					410 - 591 35 72 000 - Principal Payment - PWTF	350,000.00	
					410 - 592 35 83 410 - Interest Payment - PWTF	3,031.23	
					410 - 592 35 83 410 - Interest Payment - PWTF	1,750.00	
4865	05/13/2026	Claims	2	206791	VW Grainger Inc	349.39	

CHECK REGISTER

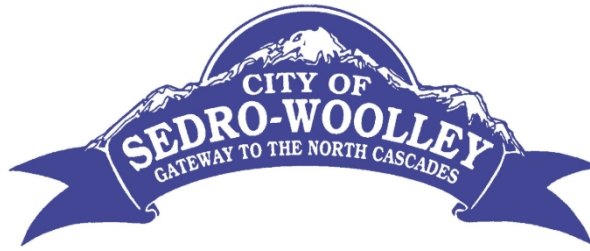
City Of Sedro-Woolley

Time: 09:00:13 Date: 05/13/2026

05/13/2026 To: 05/13/2026

Page: 13

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 31 010		Operating Supplies	170.90	
			401 - 535 80 35 010		Safety Equipment	178.49	
4866	05/13/2026	Claims	2	206792	Waste Management of WA Inc.	18,022.12	
			412 - 537 60 47 010		Curbside Recycling Disposal	18,022.12	
4867	05/13/2026	Claims	2	206793	James Wiggins	656.64	
			001 - 342 60 00 000		Fire Transport Fees	-656.64	
4868	05/13/2026	Claims	2	206794	Wilbur-Ellis Company Inc.	4,095.00	
			101 - 576 80 49 040		Special Events Support	3,150.00	
			101 - 576 80 49 040		Special Events Support	945.00	
4869	05/13/2026	Claims	2	206795	Witmer Public Safety Group Inc.	267.63	
			001 - 522 20 35 000		Small Tools & Minor Equip	586.97	
			501 - 594 22 64 501		Vehicles - Fire	-130.16	
			501 - 594 22 64 501		Vehicles - Fire	-189.18	
4870	05/13/2026	Claims	2	206796	Woods Logging	426.90	
			401 - 535 50 48 040		Maintenance Of Vehicles	25.32	
			102 - 536 20 31 010		Operating Supplies	66.29	
			412 - 537 80 31 000		Operating Supplies	260.85	
			103 - 542 30 48 010		Repair/Maintenance-Equip	46.18	
			101 - 576 80 32 000		Auto Fuel/Diesel	28.26	
4871	05/13/2026	Claims	2	206797	World Kinect Energy Services	11,196.73	
			425 - 531 50 32 000		Vehicle Fuel	164.21	
			425 - 531 50 32 000		Vehicle Fuel	360.37	
			425 - 531 50 32 000		Vehicle Fuel	503.10	
			401 - 535 80 32 000		Auto Fuel/Diesel	185.49	
			401 - 535 80 32 000		Auto Fuel/Diesel	225.19	
			412 - 537 80 32 000		Auto Fuel/Diesel	3,443.62	
			412 - 537 80 32 000		Auto Fuel/Diesel	3,674.51	
			412 - 537 80 32 000		Auto Fuel/Diesel	2,485.84	
			103 - 542 30 32 000		Auto Fuel/Diesel	154.40	
4872	05/13/2026	Claims	2	206798	Zachor, Stock & Krepps, Inc PS	9,575.00	
			001 - 515 41 41 001		Ext Legal-Prosecutor	9,575.00	
4873	05/13/2026	Claims	2	206799	Zoll Medical Corporation	3,960.00	
			001 - 522 21 31 000		Operating Supplies - Medical	2,090.36	
			501 - 594 22 64 501		Vehicles - Fire	1,869.64	
						<hr/>	
						001 Current Expense Fund	147,928.01
						101 Parks & Facilities Fund	47,131.01
						102 Cemetery Fund	885.12
						103 Street Fund	52,648.60
						104 Arterial Street Fund	61,682.67
						106 Cemetery Endowment Fund	6.30
						114 Law Enforcement Sales Tax	57,327.73
						117 Housing and Related Services	14,752.10
						401 Sewer Operations Fund	121,683.69
						410 Sewer Capital Projects Reserve	556,863.14
						412 Solid Waste Operations Fund	58,008.27
						425 Stormwater Operations	10,120.59
						501 Equipment Replacement Fund	173,064.14
						631 Suspense Fund	100.00
						<hr/>	
						Claims:	1,302,201.37
* Transaction Has Mixed Revenue And Expense Accounts						1,302,201.37	



City Council Agenda Item

Agenda Item No.: e.2.

Date: May 13, 2026

From: Charlie Bush, City Administrator, Woody Tovar Cano, IT Director

Subject: 2026-278-IA - Washington State Administrative Office of the Courts - Internet Connection and Virtual Private Network (VPN) Router

RECOMMENDED ACTION:

Motion to authorize Mayor Kesti or her designee to execute/sign 2026-278-IA, a technology services contract with the Washington State Administrative Office of the Courts for \$0.00.

BACKGROUND/SUMMARY INFORMATION:

This agreement is required for proper operation of the State's Municipal Court with the systems of the State of Washington.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. AOC3056_Sedro-Woolley Municipal Court



WASHINGTON COURTS

INTERAGENCY AGREEMENT

AOC3056

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

SEDRO-WOOLLEY MUNICIPAL COURT

1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as “AOC,” and Sedro-Woolley Municipal Court, referred to as “Court”.

2. PURPOSE

The purpose of this Agreement is for AOC to provide the Court an internet connection and Virtual Private Network (VPN) router to connect the Court to the JIS Network and to the Internet

THEREFORE, IT IS MUTUALLY AGREED THAT:

3. STATEMENT OF WORK

The Court, shall:

- a. Comply with applicable statues and court rules regarding the use of state resources.
- b. Refrain from using the connection for personal purposes, except minimal use that is permitted if each of the following conditions are met:
 - i. There is little or no cost to the AOC.
 - ii. Any use is brief, occurs infrequently, and is the most effective use of time and/or resources.
 - iii. Use does not interfere with the performance of the user’s official duties.
 - iv. Use does not disrupt or distract from the conduct of state business due to volume or frequency.

- v. Use does not disrupt other state employees and does not require them to make personal use of state resources.
- vi. Use does not compromise the security or integrity of state property, information or software.
- vii. Use does not compromise the security or integrity of the AOC.
- c. Refrain from activities that degrade or impair AOC computer system performance.
- d. Purchase, install, and maintain virus protection software.
- e. Refrain from use of video and audio streaming applications unless clearly required in the performance of job duties. AOC retains the right to define or restrict such activities if considered necessary.
- f. Be responsible for implementing firewall if AOC determines it to be necessary, since connection from Court to the Internet is not inside the AOC firewall.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 04/01/2026 and remain in force unless otherwise terminated using termination provisions listed under General Provisions (refer to section 11).

5. COMPENSATION

This is a **no-cost** agreement, unless otherwise amended.

AOC may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

6. INVOICES; BILLING; PAYMENT

If this Agreement becomes an agreement with associated costs, it shall follow standard invoice, billing and payment procedures as detailed in this section.

The Court will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by AOC to the Court for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC3056
- VPN Number: VPN2909-Sedro-Wooley-M
- Court name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

7. AGREEMENT MANAGEMENT

The Program Manager and Court Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

AOC Program Manager	Court Program Manager
<p>Noa Moe PO Box 41170 Olympia, WA 98504-1170 Noa.Moe@courts.wa.gov (360) 704-5556</p>	<p>Eulises Tovar Cano 325 Metcalf St Sedro Woolley, WA 98284 etovarcano@sedro-woolley.gov (360) 855-0366</p>

8. RECORDS RETENTION & PUBLIC RECORDS

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington’s Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

9. RESPONSIBILITY OF THE PARTIES

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

10. DISPUTE RESOLUTION

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstances, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County, and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

11. GENERAL PROVISIONS

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit,

enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State

of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination. This clause may also be instated if Court dissolves, becomes absorbed and/or is merged with another Court.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Court through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Court. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Court a minimum of seven (7) calendar days before the suspension date. Court shall resume performance on the first business day following the suspension period unless

another day is specified in writing by AOC prior to the expiration of the suspension period.

- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

SEDRO-WOOLLEY MUNICIPAL COURT INTERNET AGREEMENTS

Signature

Date

Signature

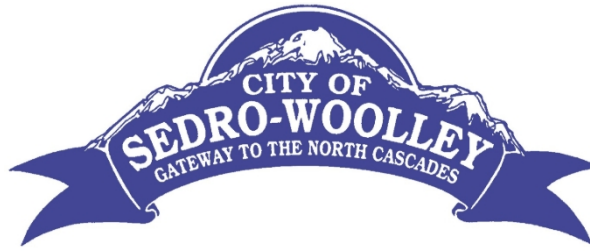
Date

Veronica Diseth
Name

Charlie Bush
Name

Director Information Services Division/ CIO
Title

City Administrator
Title



City Council Agenda Item

Agenda Item No.: f.1.

Date: May 13, 2026

From: JoEllen Kesti, Mayor

Subject: Volunteer Recognition - Mike Pizzuto - Cemetery Gravestone Clean-Up

RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Letter to Sedro Woolley Mayor_04252026



April 25, 2026

To: Mayor JoEllen Kesti
Sedro Woolley, WA 98284
Email: swmayor@sedrowoolley.gov

Hello Mayor,

Congratulations on your new position. My name is Mike Pizzuto, and I have completed cleaning all of the headstones and bases at the cemetery. Actually, there are about 40-50 that I did not do because they were out of reach (maximum hose length 400 feet), a couple of headstones were too damaged or there were just too many memento in the way.

I originally met you at the cemetery in the summer of 2022 when I first started cleaning military headstones. I met you a second time at the museum when I was looking up information to get my classmate Larry Nelson inducted into the SWHS hall of fame.

Here is the information on my journey through the cemetery:

Approximately 6090 headstones cleaned.

76 trips, (2 1/2 hrs avg. per trip). Total hours = 192.25

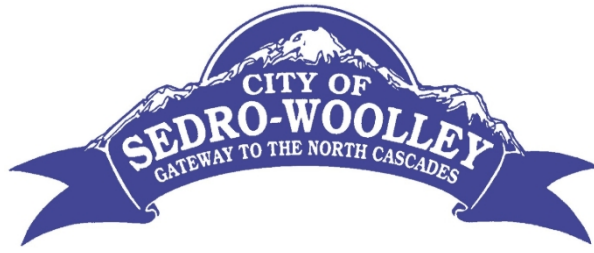
Approximately 50 gallons of gas. 1 new garden hose. 1 new pressure hose.

Time line:	hours	avg per hr	total cleaned
6-10-24 through 11-14-24	51.5	25.6	1421
2-18-25 through 8-18-25	55	27.2	1495
1-13-26 through 4-23-26	85.75	37.1	3174

Lots of interesting history. A lot of people that I grew up around that I had forgotten about. 15 classmates, (class of 1964). Cliff was great to work with. Glad I could help. Sedro Woolley was a great place to grow up in. Thank You.

Sincerely,

Mike Pizzuto



City Council Agenda Item

Agenda Item No.: g.1.

Date: May 13, 2026

From:

Subject: Status of Property Sale

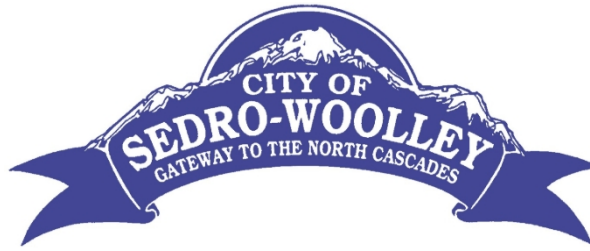
RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: g.2.

Date: May 13, 2026

From: Bill Bullock, Public Works Director

Subject: Amendment to City Procurement Policy - Grant Applications

RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Procurement Policy Chapter 15 Excerpt

14.5 Conflict of Interest

Because City employees have more information than the general public about City property to be auctioned and an appearance of fairness is necessary to maintain the public trust, employees, their spouses, and their agents are not permitted to bid on or buy personal property auctioned or sold directly by the City.

14.6 Inventoried Items

Surplus, scrap, or trade-in of any inventoried item will be confirmed by the employee responsible and approved by the Department Director. A Property Disposition form will be completed and submitted to the Finance Department.

Each Department will be responsible for storing and retaining an inventory of such property until issued disposition instructions.

15.0 ADDITIONAL SIGNING AUTHORITY

15.1 Grants

If a grant would require the City to contribute more than \$50,000 in material matching dollars, then City Council approval is required **prior to applying**. The City Council may also initiate the process of pursuing a grant. If other entities, such as non-profit organizations or community interest groups, wish to apply for a grant on behalf of the City, the group must first obtain the approval of City Council.

The City Supervisor, or designee, is authorized to execute all required agreements and documents with a grant-issuing agency to effectuate any grant approved or accepted by the City Council.

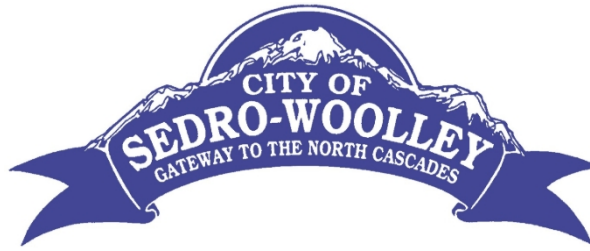
Amendments to grants that simply extend the term of the grant may be approved by the City Supervisor.

15.2 Interlocal Agreements

All interlocal and interagency agreements must be approved by City Council. Amendments to interlocal agreements that simply extend the term of the agreement may be approved by the Mayor.

15.3 Real Property

Contracts and agreements that relate to real property (other than as described below) must be approved by the City Council.



City Council Agenda Item

Agenda Item No.: g.3.

Date: May 13, 2026

From: Charlie Bush, City Administrator

Subject: FIFA World Cup Grant

RECOMMENDED ACTION:

N/A

BACKGROUND/SUMMARY INFORMATION:

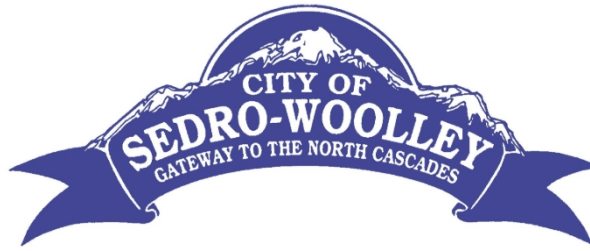
Monique Brigham, Executive Director of the Chamber of Commerce, will be present to provide a brief presentation regarding an exciting project being implemented in Sedro-Woolley and across the region.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: i.1.

Date: May 13, 2026

From: Lowell Ausmus, Building Inspector/Plans Examiner

Subject: Proclamation Recognizing Building Safety Month

RECOMMENDED ACTION:

No recommended action.

BACKGROUND/SUMMARY INFORMATION:

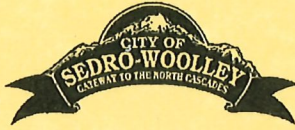
Building Safety Month is sponsored by the Washington Association of Building Officials and the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public building and construction safety — our building code officials — who assure us of safe, sustainable and affordable buildings that are essential to our prosperity.

FISCAL IMPACT, IF APPROPRIATE:

Not Applicable

ATTACHMENTS:

1. Proclamation Building Safety Month 2026



Proclamation Recognizing May as Building Safety Month

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disaster strikes, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, and others in the construction industry—who work year round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the Washington Association of Building Officials and International Code Council, nonprofit organizations that bring together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas we join in support of this effort in association with the Washington Association of Building Officials and local chapters throughout the state; representing the State of Washington in national and local matter of public safety;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the Washington Association of Building Officials and International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

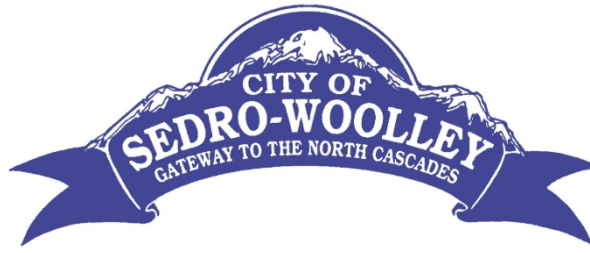
Whereas “Built To Last” the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, JoEllen Kesti, Mayor of the City of Sedro-Woolley, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.



JoEllen Kesti, Mayor



City Council Agenda Item

Agenda Item No.: m.1.

Date: May 13, 2026

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Ward 2 Vacancy - Interview Procedures

RECOMMENDED ACTION:

Motion to finalize list of interview questions and interview procedures.

BACKGROUND/SUMMARY INFORMATION:

Councilmember JoEllen Kesti was appointed Sedro-Woolley Mayor on April 8, 2026, vacating the Ward 2 seat.

On April 22, 2026, City Council reviewed and approved the procedures for filling the vacancy. The timeline is outlined below.

April 8, 2026	Ward 2 seat became vacant.
April 22, 2026	Council reviews procedures for filling vacant Council position.
April 23, 2026	City Clerk will publish vacancy announcement on social media, the City website and the local newspaper.
April 23 – May 6, 2026	Council to submit potential interview questions to the City Clerk.
May 13, 2026	Council to review procedures for the interviews, review submitted list of interview questions, and make adjustments as necessary. City Clerk will post finalized list of questions on website and provide to all candidates who apply.
May 20, 2026	Deadline for the City Clerk to receive applications, no later than 4:00pm.
May 27, 2026	Council to review and discuss all applications. Selection of applicants to interview will be by nomination and second. Council will meet in open session to interview a selection of candidates. Each interview will be a maximum of 30 minutes.

	<p>Council will meet in open discussion to vote on a candidate to fill the vacant position.</p> <p>Upon selection of the new Councilmember, that person will be sworn in by the City Clerk and take their seat at the dais.</p>
July 7, 2026	90-day deadline for City Council to fill the vacant position (RCW 42.12.070(4)).

The City Council Governance Handbook includes the below related to the interview questions/process. "During the interview, each Councilmember and the Mayor may ask each candidate up to three questions. Follow-up questions are to be counted as one of the three questions. Candidates will be interviewed in alphabetical order of last name."

For tonight's meeting (May 13, 2026), the council should finalize the list of interview questions and finalize procedures for the interviews.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. City Council Position No. 2 - Vacancy
2. Excerpt from Governance Handbook_Council Vacancy



CITY OF SEDRO-WOOLLEY

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

Kelly Kohnken
Finance Director / City Clerk

City Council Position No. 2 – Vacancy

Councilmember JoEllen Kesti was appointed Sedro-Woolley Mayor of April 8, 2026, vacating the Ward 2 seat. City Council is seeking applications to fill this vacant position.

Minimum Qualifications

Per RCW 35A.12.030, applicants:

- Must have continuously resided within Sedro-Woolley city limits for a minimum of one year prior to appointment with the Council; and
- Must be a registered voter in Skagit County, City of Sedro-Woolley.

Additionally, applicants must:

- At time of application and length of term, reside in Sedro-Woolley Ward 2.

Length of Term

Appointed applicant will serve through the certification of the November 2027 general election. If elected in November 2027, the term will end December 31, 2029.

Application Requirements

Please submit the following to the City Clerk by 4:00pm on May 20, 2026.

- A completed application. Applications can be found on the City website under Governing, City Council, and Vacant Council Position.
- Letter of interest.

The letter of interest should include some or all of the following:

- Why are you interested in serving as a Sedro-Woolley City Councilmember.
- The strengths you would bring to the Council.
- The highest priorities and/or issues you believe the City needs to address, and how you would address them.
- Your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commissions and how that contributed to the Sedro-Woolley community. Address its relevance to the position of Sedro-Woolley City Councilmember.
- What you wish to accomplish during this appointed term as a Sedro-Woolley City Councilmember.
- Your vision for our city and community.

At your option, you may also include additional pertinent information and material.

Please Note:

- Once a council member application packet is received by the city, it is a public record, subject to the Public Records Act.
- The application packets received from applicants who meet the minimum requirements of State law will be posted on the City of Sedro-Woolley’s website as part of the Council’s meeting packet.
- If you are appointed to fill the vacant council position, you will be required by State law to file financial disclosure statements with Washington Public Disclosure Commission. See www.pdc.wa.gov for more information.

Application packets (including application, letters of interest, and other materials) and any correspondence should be addressed to:

Mail: Kelly Kohnken, Finance Director / City Clerk
RE: Councilmember Recruitment
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

In-Person Kelly Kohnken, Finance Director / City Clerk
RE: Councilmember Recruitment
Finance Department
325 Metcalf Street
Sedro-Woolley, WA 98284

Email: cityclerk@sedro-woolley.gov

Application Deadline – May 20, 2026, at 4:00pm.

Application packets (including application, letters of interest, and other materials) must be received by May 20, 2026, at 4:00pm.

- After this date and time, applications will NOT be accepted, including post-marked applications.
- Additional written information after this date and time will NOT be accepted, unless requested by the City Council.

Application packets received by the closing date and time will be circulated by the City Clerk to the Mayor and City Council.

Timeline

The timeline for filling the Council vacancy is as follows:

April 8, 2026	Ward 2 seat became vacant.
---------------	----------------------------

April 22, 2026	Council reviews procedures for filling vacant Council position.
April 23, 2026	City Clerk will publish vacancy announcement on social media, the City website and the local newspaper.
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May 27, 2026	Council to review and discuss all applications. Selection of applicants to interview will be by nomination and second. Council will meet in open session to interview a selection of candidates. Each interview will be a maximum of 30 minutes. Council will meet in open discussion to vote on a candidate to fill the vacant position. Upon selection of the new Councilmember, that person will be sworn in by the City Clerk and take their seat at the dais.
July 7, 2026	90-day deadline for City Council to fill the vacant position (RCW 42.12.070(4)).

City Council Duties and Compensation

The City of Sedro-Woolley operates under a Mayor – Council form of government. The Sedro-Woolley City Council is a seven-member Council serving as the legislative body of the City.

Their legislative powers include the enactment of ordinances and resolutions. The City Council also has the authority to impose taxes, enact the biennial budget, enter into contracts including grant agreements, approve expenditures, approve claims against the City, and regulate the acquisition, sale, ownership and disposition of property. Councilmembers also define the powers, functions and duties of City officers and employees and fix compensation for all employees.

The City Council hears recommendations made by the Planning Commission and makes final decisions regarding subdivisions, short plats, comprehensive planning and zoning issues.

On an annual basis, members of the City Council appoint one of the Councilmembers to serve in the Mayor’s absence, as Mayor Pro Tempore.

The duties of Councilmember will likely involve an average commitment of 10-20 hours per month for preparation, participation and attendance at various meetings and community activities.

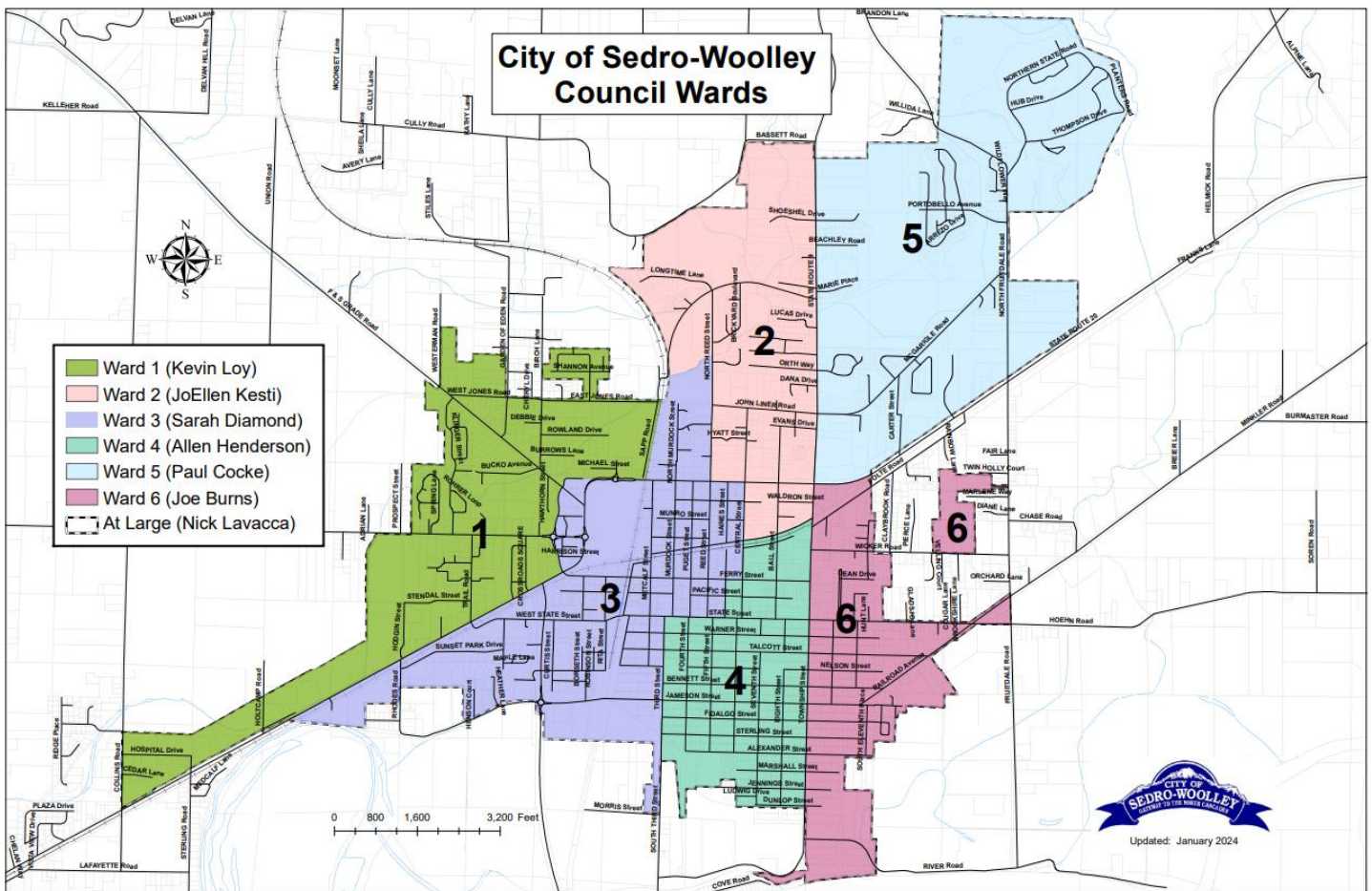
Attendance is required at regular City Council meetings which are held on the second and fourth Wednesday of each month. Meetings begin at 6:00pm. Attendance is also required at study sessions which are held on the first Wednesday of each month, with the exception of June, July, and August. From time to time, the Council or Mayor may call special Council meetings to handle City business.

The monthly Council member salary is \$500 per month.

Map of Council Wards

The map of Council wards can be found on the City website under Governing, City Council, and Other Information

(https://cms5.revize.com/revize/cityofsedrowoolley/Governing%20Bodies/Council/Sedro-Woolley_Council_Wards.pdf).



A. Election of Officers and Selection/Operation of Council Committees

1. Election of Officers

Procedures for electing officers are as follows: annually, at the first meeting of the new Council, the members thereof shall appoint a Mayor-pro-tempore. In addition to the powers conferred upon him/her as Mayor-pro-tem, he/she shall continue to have all the rights, privileges and immunities of a member of the Council.

B. Filling Council Vacancies or Extended Absences

1. Filling a Vacancy

If a vacancy occurs on the City Council, the Council shall follow the procedures outlined in RCW 35A.12.050¹³ and Council's adopted procedure in compliance with RCW 35A.12.050¹⁴, as well as RCW 42.12.070. The timeline may vary depending on when the process begins. The 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.

2. Procedures for Filling a Council Vacancy

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

a) Publication

The City Clerk will publish the vacancy announcement inviting citizens of the City who are interested and qualified to sit as a Councilmember, to apply by submitting a letter of interest. Qualifications to sit as a Councilmember are set forth in RCW 35A.12.030. If possible, the vacancy announcement will be published for two consecutive weeks.

b) Deadline for the City Clerk to receive applications shall be no later than 4:00 p.m.

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

6:00 p.m. Council will meet and adjourn to executive session to review and discuss all of the applications. After the review and discussion, Council will return to Council Chambers and the Special Meeting will be adjourned.

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

7:00 p.m. Council will meet in open session and part of this agenda will include selection of applicants to interview. Selection will be by nomination and second. A vote will be taken and candidates receiving three or more votes will be interviewed. Immediately after this Council meeting or as soon as practicable, the Clerk will send a list of potential questions to all those to be interviewed.

e) Regular or Special Meeting, . [RCW 42.30.110(1)(h)]

The interviews will be conducted during an open Council meeting. Each interview will be a maximum of 30 minutes.

f) Executive Session set for [RCW 42.30.110(1)(h)]

Council will meet and adjourn to executive session (closed session) to discuss qualifications of the applicants. After the discussion.

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

Council will meet in open session and the agenda will include a vote to fill the vacancy. Upon selection of the new Councilmember, that person will be sworn in by the City Clerk, and take their seat at the dais.

3. Interview Questions/Process:

During the interview, each Councilmember and the Mayor may ask each candidate up to three questions. Follow-up questions are to be counted as one of the three questions.2. Candidates will be interviewed in alphabetical order of last name.

4. Nomination and Voting Process:

a) *NOMINATION PROCESS.*

Councilmembers may nominate an applicant 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 will close the nominations and Council will proceed to vote.**

b) *Voting Process*

RCW 42.12.070 states that where one position is vacant, **the remaining members** of the governing body shall **appoint** a qualified person to fill the vacant position. By adoption of this policy, Council has chosen the following process for making such appointment:
A vote for an applicant shall be by voice or raised hand.

The vacancy can only be filled when **a majority of the whole City Council affirmatively votes** for the applicant or in the case of a 3-3 tie, the mayor breaks the tie (See RCW 35A.12.100), 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 may ask for Council discussion between voting rounds.

Round One Vote:

The applicant receiving the majority of votes will be the new Councilmember.

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.

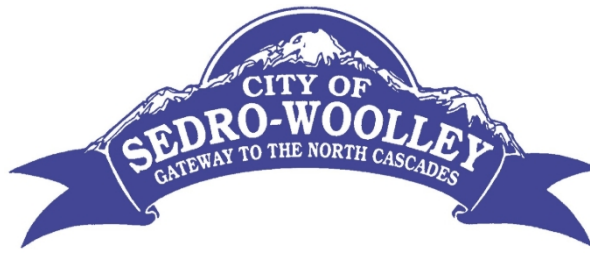
Round Three Vote:

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."

c) *Seating of New City Councilmember:*

Once an applicant either has received a majority of votes or wins the coin flip, if the appointed applicant is at the meeting, the Mayor shall administer the oath of office, and the new Councilmember will be officially seated as a City Councilmember.

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



City Council Agenda Item

Agenda Item No.: m.2.

Date: May 13, 2026

From: Kyle Anderson, Assistant Engineer

Subject: Grant Award - Department of Commerce - Northern State Historic Cemetery Improvements

RECOMMENDED ACTION:

Motion to authorize Mayor Kesti to sign the Department of Commerce Grant for the Northern State Historic Cemetery Improvements Project in the amount of \$169,750.00.

BACKGROUND/SUMMARY INFORMATION:

In 2018, the City of Sedro-Woolley was deeded the Northern State Cemetery property from the State of Washington. Since that time, City crews have maintained the property. The site has interred many patients from Northern State Hospital. The site is rudimentary, and community input has shown interest in memorializing the people interred there.

In 2025, City staff applied for a grant through the Department of Commerce to complete several site improvements to the Northern State Hospital Historic Cemetery. Improvements will include the removal of historically inaccurate fencing, installation of a new memorial plaza, and the addition of a new hedge and brick pillars to correctly mark the outer boundary of the cemetery. The memorial plaza will include benches, sidewalks, lawn restorations, plantings, and a memorial obelisk containing all of the names of the people interred at the site. If funded, these improvements will generate an estimated 3 construction jobs for up to one month. Additionally, this project will require an archaeological review, creating tasks for an archeologist. These improvements will be a great improvement to the site, and will be an appropriate memorial to the final resting place to the estimated 1,500 people buried at the site.

This Council action would serve as authorization to accept the Department of Commerce grant in the amount of \$169,750.00.

FISCAL IMPACT, IF APPROPRIATE:

Revenue

Department of Commerce Grant

\$25,000.00 Architecture & Engineering

\$144,750.00 Construction

Total \$169,750.00

ATTACHMENTS:

1. Contract_26-96647-197



Grant to

City of Sedro-Woolley

through

The Local Community Projects Program

For

Northern State Hospital Historic Cemetery Improve

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FACE SHEET

Grant Agreement Number: 26-96647-197
Project Name: Northern State Hospital Historic Cemetery Improve
Washington State Department of Commerce
Local Government Division
Local Community Projects

1. GRANTEE City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Nathan Salseina Maintenance & Operations Supervisor (360) 855-0771 nsalseina@sedro-woolley.gov		4. COMMERCE Representative Joseph Brown Program Manager (360) 725-5040 joseph.brown@commerce.wa.gov	
5. Grant Amount \$169,750.00		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Upon Final Signature		8. End Date June 30, 2027, if funds are not reappropriated; June 30, 2029, contingent of reappropriation.	
9. Award Method Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>		NOFO/RFX # N/A	
Proviso # Substitute Senate Bill 5195, Laws of 2025, Chapter 414, Section 1027.			
10. Tax ID # 91-6001276	11. SWV # SWV0018462-00	12. UBI # 298-001-552	13. UEI # VKS6F5L95885
14. Grant Agreement Purpose The purpose of this performance-based Grant Agreement is to provide funding for Northern State Hospital Historic Cemetery Improve, a legislatively approved project that furthers the goals and objectives of City of Sedro-Woolley as described in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Project Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, Attachment E – Certification of LEED, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).			
FOR GRANTEE		FOR COMMERCE	
_____ JoEllen Kesti, Mayor		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Date		_____ Date	
		TEMPLATE APPROVED AS TO FORM ONLY	
		<u>Lisa Koperski, Assistant Attorney General, on 07/23/2025</u>	

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between City of Sedro-Woolley, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2025, Chapter 414, Section 1027 made an appropriation to support the 2026 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, certain direct appropriations are provided for in the enabling legislation; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$169,750.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE demonstrating and certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii.** Cash dedicated to the Project.
- iii.** Funds available through a letter of credit or other binding loan commitment(s).
- iv.** Pledges from foundations or corporations.
- v.** Pledges from individual donors.
- vi.** The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed,

professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii. In-kind contributions, subject to COMMERCE's approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. **STATE PUBLIC WORKS**

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the state and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. **SITE CONTROL**

GRANTEE who receives grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of ten (10) years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE.

6. **DOCUMENTATION AND SECURITY**

The provisions of this Section shall apply to capital projects performed by nonprofit organizations, for-profit organizations, and public benefit corporations that involve the expenditure of over \$250,000 in state funds. The provisions may also apply to Tribes and local governments, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- i. the facility improved or acquired with grant funds; or
- ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- E. Other costs authorized through the legislation.

For Direct Appropriations, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution but will not consider reimbursing for work performed prior to the capital budget effective date unless the Project's scope of work as approved by the legislature includes such work.

For competitively-awarded projects, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution, but in no situation will reimburse for work performed prior to the date specified in the program guidelines applicable at the time of Grant Agreement execution.

All work requesting reimbursement must fall into eligible expenditures. Please see the most recent version of the program guidelines for a complete list of eligible costs.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of COMMERCE's disbursement of payment, and before any subsequent reimbursement request is made. Proof of payment must be provided at the time the final grant reimbursement is requested.

A voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or as soon as possible after the end of the State biennium but in no case later than [15] calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 14 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received.

In the event that the Grant Agreement is executed or the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project updates to their COMMERCE Representative quarterly or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by

COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy or other COMMERCE-approved evidence of completion. The evidence of completion must be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

COMMERCE shall complete and send a Grant Closeout Correspondence when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

The GRANTEE shall respond to confirm receipt of the Grant Closeout Correspondence when there are grant funds remaining at closeout that will be de-obligated.

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
 - a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B).
 - b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- c. **Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.
- d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:
 1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
 4. Fidelity Insurance for Organizations with No Employees.
Notwithstanding Special Term and Condition 11(B)(4), the requirement for fidelity insurance described in that term is hereby waived as long as the GRANTEE does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any

other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.

- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications, at COMMERCE's request and until six (6) months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.
- iv. **GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability

Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and

Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A.** The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, its discretion, make modifications to Grant Amounts associated with line item(s) in Attachment B (Project Budget) that will not increase the Grant Amounts associated with line item(s) by more than 20%.
- B.** The GRANTEE shall notify COMMERCE in writing by email when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the Grant Amounts associated with line item(s) by more than 20%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 20% threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE by email, and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

B. Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i.** Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press

releases, and publications used for media-related activities, publicity, and public outreach that: “This project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

- ii. Include the “Climate Commitment Act” logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a. any Project website or webpage that includes logos from other funding partners; and/or
 - b. any Project media or public information materials that include logos from other funding partners; and/or
 - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.
- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor’s Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor’s Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State’s historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe’s cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor’s Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement, accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are required to procure audit services, at the request of COMMERCE, and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of

COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns

all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Grant Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Grant Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with

the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether

prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington

are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subgrantees/ subcontractors.
- F. The GRANTEE shall maintain written procedures related to subgrantees/subcontractors as well as copies of all subgrants and subcontracts and associated records. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its procedures for subgrantees/subcontractors as they relate to this Grant Agreement; (b) prohibit the GRANTEE from hiring subgrantees/subcontractors with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant or subcontract.
- G. The GRANTEE is responsible to COMMERCE if the subgrantee/subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the subgrantee/subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence of a subgrant or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.
- H. Every subgrantee/subcontractor shall include a term that COMMERCE and the State are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant or subcontract.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the

replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after written notice is sent, terminate or suspend this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated or suspended, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination or suspension.

46. TERMINATION OR SUSPENSION FOR LOSS OR REDUCTION OF FUNDING

The Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit the expenditure or commitment of state funds in the absence of appropriation. In the event that funding or appropriation is not available at the time the request for reimbursement and supporting documentation are submitted, the issuance of payments will be delayed or suspended until such time as funds or appropriation become available. If funding does not become available within a reasonable time, COMMERCE may terminate the Grant Agreement, by notice to the GRANTEE Representative. Termination shall be effective as of the date of suspension.

If the Grant Agreement amount is not fully drawn down and should the Washington State Legislature fail to enact a budget appropriating funds to fulfill the contractual obligation outlined in this Grant Agreement by midnight of June 30 of each odd-number year, the GRANTEE shall immediately suspend all reimbursable work under this Grant Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled. COMMERCE shall notify the GRANTEE immediately upon the lifting of the suspension.

Further, should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

47. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

48. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B.** The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the

GRANTEE to maintain and administer that property in accordance with sound management practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

49. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Sedro-Woolley for design and construction work related to the Northern State Historic Cemetery Improve project located at 25751 Helmick Rd., Sedro-Woolley, WA, 98284.

This Project will include, but not be limited to, design activities that transition the plans from a conceptual stage to a construction-ready state. Upon the completion of the design, the city will engage a contractor to implement improvements, which will involve the removal of current fencing that does not accurately represent the cemetery boundary, as well as the installation of the memorial plaza, sidewalks, benches, obelisk, and new perimeter plantings.

This Project will serve as a benefit to the public by creating an accessible location where family members of the deceased can pay their respects to their loved ones in a dignified manner. It will demonstrate that these individuals had meaningful lives, were cherished, and will be remembered. The improvements will enhance an existing public area near the Northern State Recreation area.

This Project is anticipated to be completed by June 2027.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by COMMERCE to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Architecture & Engineering	\$25,000.00
Construction	\$144,750.00
Total Project Budget	\$169,750.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Funds	Amount	
N/A	\$0.00	
Total Non-State Funds	\$0.00	
State Funds	Amount	
State Capital Budget	\$169,750.00	
Total Non-State and State Funds	\$169,750.00	
Holdback:	5%	\$8,487.50

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**ATTACHMENT E - CERTIFICATION OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
(LEED)**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

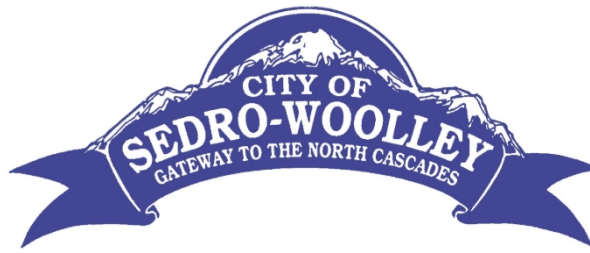
The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

GRANTEE

TITLE

DATE



City Council Agenda Item

Agenda Item No.: m.3.

Date: May 13, 2026

From: Kyle Anderson, Assistant Engineer

Subject: Authorization to Award - 2026 Pavement and Pedestrian Improvements Project

RECOMMENDED ACTION:

Move to award the 2026 Pavement and Pedestrian Improvements project, contract 2026-PW-16, to TRICO Companies, LLC of Burlington, WA, in the amount of \$317,153.00 (including sales tax).

BACKGROUND/SUMMARY INFORMATION:

This contract provides for a 2-inch HMA overlay on Bingham Place from State Street to the cul-de-sac at the end of Bingham Place (approximately 850 ft). Overlay work will include planing on Bingham Place. Other work elements include traffic control, full-depth pavement repairs, adjusting existing structures, and installing a plastic stop bar. The contract also provides for full-depth removal and replacement of cement concrete pavement panels on Talcott Street from 7th Street to Township Street. Other work elements include traffic control, roadway excavation, installation of gravel borrow and crushed surfacing top-course. The project also includes a full-depth pavement removal in the alley north of 720 Murdock Street, between Metcalf Street and Murdock Street. Other work elements include regrading the alley, removing and installing catch basins, connecting existing storm sewer pipe to the new catch basins, installing 3-inches of HMA, replacing an existing sign post, and adjusting existing structures to finished grade. The project also includes removing crushed gravel and installing 2-inches of HMA at Riverfront Park and the adjacent dog park.

Bids closed on April 28, 2026 with TRICO Companies, LLC being the apparent low bidder out of eight bids received. Their bid submittal is in the amount of \$317,153.00. This amount is \$81,690.00 (20%) under the Engineer's Estimate of \$398,843.00 for the project. The three lowest bids were within \$40,000, giving confidence in the low bid. The bid tabulation is attached.

Design work for this contract was completed by City staff. Construction management will also be done by City staff.

The construction contractor will have 50 working days to complete the project and this has been planned to take place during the summer as much as possible and finish before the public schools starting date of September 1, 2026.

FISCAL IMPACT, IF APPROPRIATE:

Sedro-Woolley's cost of \$317,153.00 will be paid out of:

REET I \$158,576.50

REET II \$158,576.00

ATTACHMENTS:

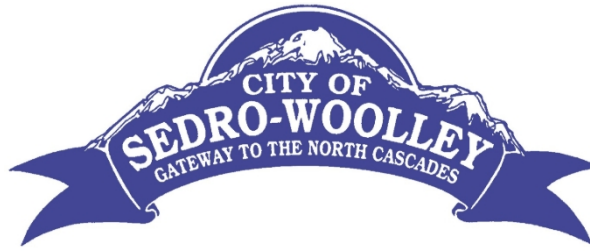
1. Final Bid Results



FINAL BID RESULTS

Bid Tabulation

ITEM NO.	ITEM	UNIT	QUANTITY	Engineer's Opinion of Probable Construction Cost		TRICO Companies Burlington, WA		Fisher Construction Group, Inc. Burlington, WA		Western Refinery Services, Inc. Ferndale, WA		Excavation West, Inc. Sedro-Woolley, WA		Colacurcio Brothers WA Blaine, WA		J Ritter Dirt & Asphalt WA Everson, WA		SRV Construction Anacortes, WA		Miles Resources, LLC Puyallup, WA	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
SCHEDULE A- BINGHAM PLACE IMPROVEMENTS																					
A-1	Spill Prevention, Control and Countermeasures (SPCC) Plan	LS	1	\$1,000.00	\$1,000.00	175.00	175.00	391.64	391.64	250.00	250.00	222.23	222.23	100.00	100.00	491.62	491.62	500.00	500.00	235.00	235.00
A-2	Mobilization	LS	1	\$21,000.00	\$21,000.00	10,000.00	10,000.00	10,000.00	10,000.00	12,000.00	12,000.00	35,439.77	35,439.77	14,000.00	14,000.00	7,575.96	7,575.96	27,500.00	27,500.00	12,800.00	12,800.00
A-3	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	6,800.00	6,800.00	2,334.82	2,334.82	5,000.00	5,000.00	8,649.24	8,649.24	16,500.00	16,500.00	4,337.87	4,337.87	8,300.00	8,300.00	17,225.00	17,225.00
A-4	Removal of Asphalt/Conc Pavement	SY	1,000	\$44.00	\$44,000.00	10.55	10,550.00	11.46	11,460.00	19.00	19,000.00	6.00	6,000.00	8.00	8,000.00	4.54	4,540.00	18.00	18,000.00	12.35	12,350.00
A-5	Roadway Excavation, Incl Haul	CY	125	\$36.00	\$4,500.00	34.00	4,250.00	50.57	6,321.25	53.00	6,625.00	29.45	3,681.25	37.00	4,625.00	14.06	1,757.50	53.00	6,625.00	100.00	12,500.00
A-6	Crushed Surfacing Top Course	TON	100	\$72.00	\$7,200.00	70.00	7,000.00	79.70	7,970.00	69.00	6,900.00	91.25	9,125.00	68.00	6,800.00	43.72	4,372.00	63.00	6,300.00	73.25	7,325.00
A-7	Planing Bituminous Pavement	SY	1,850	\$5.50	\$10,175.00	11.60	21,460.00	11.76	21,756.00	10.18	18,833.00	7.60	14,060.00	8.50	15,725.00	15.48	28,638.00	5.50	10,175.00	7.45	13,782.50
A-8	HMA CL 1/2-In. PG 58-22	TON	450	\$165.00	\$74,250.00	179.00	80,550.00	144.30	64,935.00	153.00	68,850.00	148.69	66,910.50	156.00	70,200.00	195.44	87,948.00	162.00	72,900.00	139.00	62,550.00
A-9	Adjust Existing Structures	EA	6	\$1,200.00	\$7,200.00	670.00	4,020.00	822.57	4,935.42	1,000.00	6,000.00	1,197.71	7,186.26	500.00	3,000.00	314.27	1,885.62	1,370.00	8,220.00	1,405.00	8,430.00
A-10	Inlet Protection	EA	7	\$95.00	\$665.00	60.00	420.00	41.36	289.52	50.00	350.00	51.51	360.57	50.00	350.00	40.20	281.40	100.00	700.00	95.00	665.00
A-11	Replace Survey Monument	EA	4	\$1,300.00	\$5,200.00	690.00	2,760.00	1,995.96	7,983.84	3,000.00	12,000.00	687.60	2,750.40	3,700.00	14,800.00	254.25	1,017.00	4,350.00	17,400.00	1,985.00	7,940.00
A-12	Plastic Stop Line	LF	13	\$20.00	\$260.00	50.00	650.00	70.71	919.23	250.00	3,250.00	40.69	528.97	28.00	364.00	71.87	934.31	36.00	468.00	32.50	422.50
A-13	Force Account - Minor Change	EST	EST	\$5,000.00	\$5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
TOTAL SCHEDULE A					\$185,450.00		\$153,635.00		\$144,296.72		\$164,058.00		\$159,914.19		\$159,464.00		\$148,779.28		\$182,088.00		\$161,225.00
SCHEDULE B- TALCOTT STREET IMPROVEMENTS, 7TH STREET TO TOWNSHIP STREET																					
B-1	Spill Prevention, Control and Countermeasures (SPCC) Plan	LS	1	\$1,000.00	\$1,000.00	171.00	171.00	391.64	391.64	250.00	250.00	222.23	222.23	100.00	100.00	491.62	491.62	500.00	500.00	235.00	235.00
B-2	Mobilization	LS	1	\$10,000.00	\$10,000.00	6,350.00	6,350.00	10,000.00	10,000.00	10,000.00	10,000.00	6,272.41	6,272.41	8,600.00	8,600.00	12,675.96	12,675.96	11,000.00	11,000.00	4,115.00	4,115.00
B-3	Removal of Cement/Conc Pavement	SY	300	\$85.00	\$25,500.00	54.64	16,392.00	19.27	5,781.00	45.00	13,500.00	26.59	7,977.00	31.00	9,300.00	55.75	16,725.00	50.00	15,000.00	48.30	14,490.00
B-4	Project Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00	6,200.00	6,200.00	2,334.82	2,334.82	8,000.00	8,000.00	7,042.30	7,042.30	16,000.00	16,000.00	14,673.80	14,673.80	4,450.00	4,450.00	19,500.00	19,500.00
B-5	Removal of Asphalt/Conc Pavement	SY	50	\$44.00	\$2,200.00	34.50	1,725.00	32.98	1,649.00	50.00	2,500.00	19.72	986.00	15.00	750.00	33.28	1,664.00	18.60	930.00	114.00	5,700.00
B-6	Roadway Excavation, Incl Haul	CY	125	\$36.00	\$4,500.00	73.00	9,125.00	50.57	6,321.25	33.00	4,125.00	29.45	3,681.25	44.00	5,500.00	5.56	695.00	52.25	6,531.25	79.50	9,937.50
B-7	Gravel Borrow	TON	300	\$45.00	\$13,500.00	36.50	10,950.00	48.34	14,502.00	32.00	9,600.00	38.11	11,433.00	34.00	10,200.00	33.56	10,068.00	49.00	14,700.00	87.00	26,100.00
B-8	Crushed Surfacing Top Course	TON	36	\$72.00	\$2,592.00	67.00	2,412.00	91.89	3,308.04	82.00	2,952.00	56.03	2,017.08	68.00	2,448.00	46.68	1,680.48	130.00	4,680.00	68.00	2,448.00
B-9	Cement Conc. Pavement	CY	100	\$260.00	\$26,000.00	285.00	28,500.00	352.73	35,273.00	465.00	46,500.00	373.86	37,386.00	395.00	39,500.00	798.42	79,842.00	400.00	40,000.00	383.50	38,350.00
B-10	Inlet Protection	EA	9	\$95.00	\$855.00	56.00	504.00	41.36	372.24	50.00	450.00	46.92	422.28	40.00	360.00	41.69	375.21	100.00	900.00	95.00	855.00
B-11	Force Account - Minor Change	EST	EST	\$5,000.00	\$5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
TOTAL SCHEDULE B					\$101,147.00		\$87,329.00		\$84,932.99		\$102,877.00		\$82,439.55		\$97,758.00		\$143,891.07		\$103,691.25		\$126,730.50
SCHEDULE C - ALLEY IMPROVEMENTS, METCALF STREET TO MURDOCK STREET																					
C-1	Spill Prevention, Control and Countermeasures (SPCC) Plan	LS	1	\$1,000.00	\$1,000.00	171.00	171.00	391.64	391.64	250.00	250.00	222.23	222.23	100.00	100.00	491.62	491.62	500.00	500.00	235.00	235.00
C-2	Mobilization	LS	1	\$9,600.00	\$9,600.00	6,450.00	6,450.00	15,538.00	15,538.00	5,000.00	5,000.00	6,272.41	6,272.41	6,000.00	6,000.00	8,530.94	8,530.94	9,975.00	9,975.00	3,790.00	3,790.00
C-3	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	3,650.00	3,650.00	2,718.95	2,718.95	2,000.00	2,000.00	7,081.87	7,081.87	13,000.00	13,000.00	6,671.85	6,671.85	2,900.00	2,900.00	17,115.00	17,115.00
C-4	Removal of Structures and Obstructions	LS	1	\$2,500.00	\$2,500.00	1,400.00	1,400.00	5,323.57	5,323.57	1,500.00	1,500.00	7,426.66	7,426.66	3,000.00	3,000.00	2,626.28	2,626.28	1,700.00	1,700.00	1,580.00	1,580.00
C-5	Removal of Asphalt/Conc. Pavement	SY	600	\$55.00	\$33,000.00	16.00	9,600.00	17.18	10,308.00	25.00	15,000.00	11.24	6,744.00	13.00	7,800.00	10.04	6,024.00	18.00	10,800.00	34.00	20,400.00
C-6	HMA CL 1/2-In. PG 58-22	TON	90	\$165.00	\$14,850.00	179.00	16,110.00	255.60	23,004.00	184.00	16,560.00	242.73	21,845.70	223.00	20,070.00	256.49	23,084.10	300.00	27,000.00	216.00	19,440.00
C-7	Connect to Existing Storm Pipe	EA	4	\$250.00	\$1,000.00	280.00	1,120.00	794.65	3,178.60	500.00	2,000.00	1,029.27	4,117.08	700.00	2,800.00	419.03	1,676.12	575.00	2,300.00	660.00	2,640.00
C-8	Storm Sewer Pipe, 4" PVC	LF	24	\$135.00	\$3,240.00	61.00	1,464.00	125.34	3,008.16	65.00	1,560.00	106.43	2,554.32	70.00	1,680.00	64.60	1,550.40	143.00	3,432.00	62.50	1,500.00
C-9	Catch Basin, Type 1	EA	2	\$1,600.00	\$3,200.00	1,940.00	3,880.00	3,307.87	6,615.74	1,300.00	2,600.00	3,348.72	6,697.44	1,900.00	3,800.00	2,824.29	5,648.58	2,875.00	5,750.00	2,400.00	4,800.00
C-10	Adjust Existing Structures	EA	9	\$1,200.00	\$10,800.00	680.00	6,120.00	840.25	7,562.25	1,000.00	9,000.00	1,197.71	10,779.39	1,000.00	9,000.00	314.27	2,828.43	1,100.00	9,900.00	1,400.00	12,600.00
C-11	Inlet Protection	EA	5	\$95.00	\$475.00	56.00	280.00	41.36	206.80	50.00	250.00	65.42	327.10	40.00	200.00	37.52	187.60	100.00	500.00	95.00	475.00
C-12	Replace Existing Sign Post	EA	1	\$800.00	\$800.00	650.00	650.00	1,475.88	1,475.88	500.00	500.00	824.57	824.57	300.00	300.00	4,073.46	4,073.46	1,000.00	1,000.00	810.00	810.00
C-13	Force Account - Minor Change	EST	EST	\$10,000.00	\$10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
TOTAL SCHEDULE C					\$95,465.00		60,895.00		\$89,331.59		\$66,220.00		\$84,892.77		\$77,750.00		\$73,393.38		\$85,757.00		\$95,385.00
SCHEDULE D - RIVERFRONT PARK IMPROVEMENTS																					
D-1	Spill Prevention, Control and Countermeasures (SPCC) Plan	LS	1	\$1,000.00	\$1,000.00	65.00	65.00	391.64	391.64	250.00	250.00	222.23	222.23	100.00	100.00	245.81	245.81	500.00	500.00	235.00	235.00
D-2	Mobilization	LS	1	\$2,500.00	\$2,500.00	1,600.00	1,600.00	2,000.00	2,000.00	2,000.00	2,000.00	6,272.41	6,272.41	7,800.00	7,80						



City Council Agenda Item

Agenda Item No.: m.4.

Date: May 13, 2026

From: Charlie Bush, City Administrator

Subject: 2024-177-ILA - Skagit County - Amendment 1 Senior Services, Version 2

RECOMMENDED ACTION:

Motion to authorize Mayor Kesti or her designee to execute 2024-177 ILA Amendment 1, Version 2, an interlocal agreement amendment with Skagit County for \$2,905.75 less than the original agreement.

BACKGROUND/SUMMARY INFORMATION:

This amendment to the City's existing agreement with the County will continue the County's provision of senior services for the remainder of 2026 at the Senior-Woolley Senior Center. The only change is that the City will no longer be paying the County for senior nutrition services, as the County will no longer be providing those services after July 1, 2026. Instead, the City is in the process of contracting those funds with Skagit Council on Aging (SCOA), the new provider of senior nutrition. SCOA is not planning any changes to the current program in 2026.

FISCAL IMPACT, IF APPROPRIATE:

\$2,905.75 in savings which will be redirected to the Skagit Council on Aging (SCOA) for the provision of senior nutrition services.

ATTACHMENTS:

1. ILA SW Senior Services 25-26 Amd 1

**AMENDMENT # 1
ORIGINAL AGREEMENT # C20240714**

City of Sedro-Woolley, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20240714, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT:

Effective **July 1, 2026**, the County will no longer provide Senior Nutrition Program services under this Agreement. Beginning on that date and continuing through the remainder of the Agreement term, the County shall provide Senior Center Program services only.

1. Section **4. Manner of Financing** is hereby amended as follows for calendar year 2026 to reflect a reduction in services associated with the discontinuation of the Senior Nutrition Program. Payments for the final two quarters of 2026 shall be reduced to one-half of the current quarterly amount.

4. **MANNER OF FINANCING:** For the fiscal year 2025, the City shall pay for the services provided in this Agreement the sum of twenty- two thousand, seven hundred and ninety- one dollars (\$ 22,791.00). For the fiscal year 2026, the City shall pay for the services provided in this Agreement the sum of ~~twenty- three thousand, two hundred and forty- six dollars (\$23,246.00)~~ **seventeen thousand, four hundred thirty-five dollars (\$17,435)** The County has established the following GL code(s) 118- various, and any other GL codes necessary, which shall be included on all billings or correspondence in connection therewith. ~~One- fourth of the amount shall be due at the end of each quarter, that being March 31, June 30, September 30, December 31, Payments shall be as follows:~~

- **Quarters 1-4 of 2025, and Quarter 1 & 2 of 2026 shall be: \$5,811.50**
- **Quarters 3 & 4 of 2026 shall be: \$2,905.75**

and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City

All other terms and conditions of the original contract shall remain in effect.

Date: _____, 2026.

JoEllen Kesti, Mayor

Date

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

DATED this ____ day of _____, 2025.

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

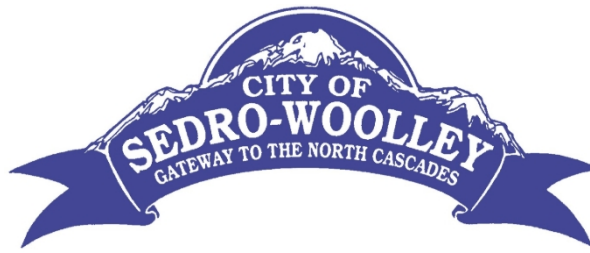
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Item

Agenda Item No.: m.5.

Date: May 13, 2026

From: Dan Curtis, City Attorney

Subject: Ordinance 2116-26 - Amending SWMC Chapter 12.36 “City Parks, Recreational Vehicle Facilities and Community Center” - 1st Read

RECOMMENDED ACTION:

First read, no recommended action.

BACKGROUND/SUMMARY INFORMATION:

SWMC Chapter 12.36 “City Parks, Recreational Vehicle Facilities and Community Center” addresses park and facility use within the City, as well as the exclusion of citizens therefrom due to violations of City code provisions while on the premises. Pursuant to existing code, the mayor had promulgated a policy document relating to procedures for excluding persons from park premises. Following the policy, SWPD adopted the use of a Notice Form for such Exclusion.

It has come to the attention of staff that there were insufficient references in the code to the procedure for due process and to the promulgated policy. There were also some minor inconsistencies between the code and the policy document. This update to the code section and the associated Policy and Notice documents is intended to explicate the procedure for due process and ensure consistency and continuity of all references to park exclusion by the City.

The intent of the policy document is for publication and posting in a manner calculated to give notice to members of the public, on the city website or on location at the discretion of staff. The intent of the notice document is to be issued by City departmental directors or their designees or any SWPD officer to any violators for the purpose of notifying them of the pertinent code section, penalty, and due process associated with exclusion from the premises.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance No. 2116-26 Amending Ch. 12.36 City Parks
2. Park Exclusion Notice Form
3. Park Exclusion Policy

ORDINANCE NO. 2116-26
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING
CHAPTER 12.36 “CITY PARKS, RECREATIONAL VEHICLE FACILITIES AND
COMMUNITY CENTER” OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC)

WHEREAS, the City of Sedro-Woolley owns, operates, and maintains public parks, recreational vehicle facilities, and the community center for the benefit, enjoyment, and safety of residents and visitors; and,

WHEREAS, the City Council finds that clear, consistently applied rules governing conduct within City parks and recreational facilities are essential to ensuring that these public spaces remain safe, welcoming, and accessible to all members of the community; and,

WHEREAS, SWMC Chapter 12.36 “City Parks, Recreational Vehicle Facilities and Community Center” currently establishes regulations for the use of City parks and related facilities, but does not expressly provide a comprehensive or uniform process for excluding individuals who engage in conduct that threatens public safety, disrupts lawful use of park property, or violates park rules; and,

WHEREAS, the City has experienced instances of behavior within public parks that endanger park users, damage public property, or otherwise interfere with the intended public use of these facilities, demonstrating the need for a clear and legally sound exclusion procedure; and,

WHEREAS, Washington courts recognize that municipalities may impose reasonable time, place, and manner restrictions on the use of public property, including temporary or long-term exclusions, provided such restrictions are content-neutral, narrowly tailored, and include adequate procedural safeguards; and,

WHEREAS, the City Council desires to amend SWMC Chapter 12.36 to establish a transparent, fair, and constitutionally compliant process for issuing park exclusions, including notice requirements, defined exclusion periods, and an opportunity for administrative and judicial appeal; and,

WHEREAS, providing explicit authority and procedures for park exclusions will assist police officers, City staff, and the public by ensuring consistent application of rules and by protecting both public safety and individual rights; and,

WHEREAS, the City Council finds that these amendments are in the best interest of the public health, safety, and welfare of the community;

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

Section One. Section 12.36.010 “City parks and facilities—General regulations” of the Sedro-Woolley Municipal Code, last modified by Ord. 2095-25 § 1 in 2025, is hereby amended to read as follows:

The following regulations shall apply to the use of city parks and facilities (“premises”):

A. No person shall possess, display or consume any alcoholic beverages or intoxicating liquors while in any city park unless with a valid liquor permit.

B. No person shall possess, display or consume any cannabis product or intoxicating inhalant while in any city park.

B.C. No person shall throw, drop, deposit, discard or otherwise dispose of litter in any city park except in a designated litter container.

C.D. No person shall permit an animal in a city park except when contained by a leash, and animal waste must be picked up and properly disposed; provided, that the leash requirement in this subsection does not apply to dogs within the fenced perimeter of the S-W Bark Park when the dog is attended and under the control of the owner or of an authorized person over twelve years of age.

The mayor is authorized to promulgate rules and regulations for the use of the S-W Bark Park; the same shall be posted at the S-W Bark Park.

D.E. No person shall enter the Skagit River from Riverfront Park, except when launching boats from the boat ramp, nor otherwise cross over the fence at the Riverfront Park.

E.F. No person shall remove or relocate any tables, garbage cans, or other equipment in any city park.

F.G. No person shall operate or park a vehicle in any city park except in designated traffic and parking areas, and in conformance with posted traffic regulations.

G.H. No person shall use city park facilities without prior payment when such payment is required by ordinance.

H.I. No person shall commit any felony while on the premises.

I.J. No person shall commit any violation of the Sedro-Woolley Municipal Code while on the premises.

J.K. All persons shall comply with any departmental rule or regulation for use of the premises.

K.L. No person shall use profane and/or inappropriate language that is likely to offend, intimidate, harass, discriminate against or inflame others.

L.M. No person shall conduct himself/herself in a manner that unreasonably interferes with the use and enjoyment of the premises by other members of the public or the work environment of city staff.

~~M.N.~~ No person shall either cause damage to or act in a manner likely to cause damage to city property or the property of any other person.

~~N.O.~~ Foreign objects, including but not limited to ramps and rails, are not allowed in the skate park and will be removed and discarded without notice.

~~O.P.~~ Bicycles are prohibited in the skate park at all times and are subject to impound for a period of time not to exceed thirty days.

~~P.Q.~~ The skate park is closed to any and all users from ten p.m. to eight a.m. from June 1st to October 15th and Fridays and Saturdays all year round. From October 16th to May 31st, the skate park is closed from eight p.m. to eight a.m., Sunday through Thursday. There is no trespassing allowed during these hours.

Section Two. Section 12.36.040 “Penalties” of the Sedro-Woolley Municipal Code, last modified by Ord. 2095-25 § 1 in 2025, is hereby amended to read as follows:

Any person convicted of a violation of Section 12.36.010 shall be punished by a fine not to exceed the amount listed in the master fee schedule adopted by resolution of the city council, or by imprisonment for a period not to exceed ninety days, or by both such fine and imprisonment.

In addition to any other applicable penalty, any person suspected by a code enforcement officer to have violated of any provision of section of 12.36.010 or any provision of the SWMC or committed any felony or violated specific park rules which have been promulgated and are conspicuously posted shall be subject to the following, at the discretion of the responding code enforcement officer or mayor’s designee.

For first offenses not involving imminent danger to persons or city property, persons may be issued a verbal warning and excluded from the park for a maximum of one hundred eighty (180) days.

For second offenses and any behavior which creates imminent danger to persons or harm to city property, persons will be excluded for a maximum of one hundred eighty (180) days without further warning.

Section Three. Section 12.36.070 “Conditions of use for city parks and facilities (“premises”)” of the Sedro-Woolley Municipal Code, last modified by Ord. 2095-25 § 1 in 2025, is hereby amended to read as follows:

In addition to the general regulations adopted in Section 12.36.010, the mayor is authorized to establish conditions of use for and grounds for exclusion from city premises and shall post those conditions on the city website, and as special rules for facilities or certain areas therein, or on prominent signage on location or in a any other manner calculated to give notice to members of the public.

Section Four. Section 12.36.080 “Orders of exclusion” of the Sedro-Woolley Municipal Code, last modified by Ord. 2095-25 § 1 in 2025, is hereby repealed in its entirety and replaced with a new Section 12.36.080 “Procedures for Exclusion from City Property” to read as follows:

A. Exclusion

1. City departmental directors or their designees or any police officer may exclude from the premises anyone who violates the Conditions of Use for a maximum of one hundred eighty (180) days.
2. The offender may be notified by delivery of an exclusion notice in person to the offender or by first class mail and certified mail to the offender at the offender's last known address.
3. The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or be effective.
4. The exclusion may be based upon observation by city employees or upon civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.
5. The exclusion notice will be in writing, contain the date of issuance, specify the length and places of exclusion, and be signed by the issuing individual. Warning of the consequences for failure to comply will be prominently displayed on the notice.

B. Trespass

1. Any person who has been served with an exclusion notice is subject to arrest for Criminal Trespass under SWMC Section 9A.52.005 and RCW 9A.52.070-080 if he or she either refuses to leave the property or enters onto the property during the exclusion period.
2. Departmental personnel will provide a copy of the exclusion notice and all witness information, upon request, to responding police officer(s).

C. Rescinding/Modifying a Notice of Exclusion – Hearings

1. Any person receiving a notice of exclusion may, within fourteen (14) days of service of the notice, request an administrative hearing to have the exclusion notice rescinded or modified.
2. Any person who wishes to appeal the findings of an administrative hearing on the issue of exclusion from city property may, within fourteen (14) days of the final administrative decision, request a judicial hearing.

3. A notice of exclusion should only be rescinded or modified following a hearing as described herein.
4. Administrative hearings shall be conducted at City Hall before the Parks and Recreation Supervisor and shall be scheduled within fourteen (14) days of the city's receipt of a request for administrative appeal.
5. Judicial hearings shall be in the Sedro-Woolley Municipal Court before an elected or pro tempore Sedro-Woolley Municipal Court judge and shall be scheduled within fourteen (14) days of the Court's receipt of request for judicial appeal.
6. The request for an administrative hearing must be delivered to the issuing department or postmarked no later than fourteen (14) days after the issuance date of the exclusion notice. The request for hearing must be in writing and must be accompanied by a copy of the exclusion notice on which the hearing is sought.
7. Immediately upon receipt of a notice of hearing, department staff will forward the information directly to the Parks and Recreation Supervisor, who will cause the scheduling of the hearing and take reasonable steps to notify the offender of the date, time, and place of the hearing.
8. The decision following a hearing is final. An offender seeking judicial review of exclusion must file an application for appeal in the Sedro-Woolley Municipal Court. If a park exclusion is reduced, rescinded or otherwise amended upon administrative appeal, notice of such change shall be immediately delivered to the chief of police.
9. No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.
10. The notice of exclusion remains in effect during the period of any administrative or judicial proceeding.

Section Five. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Six. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

Section Seven. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this ____ day of _____, 2026.

JoEllen Kesti, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Dan Curtis, City Attorney

CITY OF SEDRO-WOOLLEY NOTICE OF EXCLUSION

1. ISSUED TO:

Last name _____ First _____ MI _____ AKA _____

Street address _____

City/State/ZIP _____

D.O.B _____ Race _____ Sex _____ Height _____ Weight _____ Eyes _____ Hair _____

Other Descriptors: _____

2. ISSUED BY:

Last name _____ First _____ MI _____ Position _____

City Dept. _____ Dept. Event # _____

SIGNATURE

DATE OF ISSUANCE

3. LOCATION(S) OF EXCLUSION:

4. REASON(S) FOR EXCLUSION:

5. EXCLUSION PERIOD

IF THE PERSON TO WHOM THIS NOTICE IS ISSUED HAS BEEN THE SUBJECT OF AN EXCLUSION NOTICE WITHIN ONE YEAR PRIOR TO THE CURRENT VIOLATION, THE EXPIRATION DATE INDICATED AT THE BOTTOM OF THIS FORM WILL BE 180 DAYS FROM THE DATE OF THIS NOTICE. OTHERWISE, THE EXPIRATION DATE WILL BE AS WRITTEN BELOW.

6. APPEAL:

Recipient of this notice may appeal their exclusion in accordance with SWMC 12.36.080 Procedures For Exclusion From City Property and the CITY OF SEDRO-WOOLLEY PROCEDURES FOR EXCLUSION FROM CITY PROPERTY attached hereto.

7. TRESPASS WARNING:

WARNING

YOU ARE NO LONGER LICENSED, INVITED OR OTHERWISE PRIVILEGED TO ENTER OR REMAIN UPON THE LOCATION(S) LISTED IN #3, UNTIL THE EXPIRATION DATE BELOW. YOU MUST LEAVE NOW & MAY NOT RETURN TO THE LOCATION(S) IN #3 FROM THE DATE OF THIS NOTICE UNTIL THE EXPIRATION DATE BELOW OR YOU WILL BE SUBJECT TO ARREST FOR CRIMINAL TRESPASS. THIS NOTICE COVERS BUILDINGS & PREMISES, INCLUDING BUT NOT LIMITED TO REAL PROPERTY, PARKS, DRIVEWAYS, PARKING LOTS, BUS SHELTERS, BUS ZONES, BUSES & BUS ROUTES.

I understand that I must leave now and may not return to the location(s) described in #3 until the expiration date of this notice, below, or unless this notice is canceled following a hearing. I understand that I must deliver to the department issuing this notice a request for a hearing, in writing, within seven (7) days of the date of this notice. I have read or have had read to me the warning contained within this document and I understand the warning.

SUSPECT'S SIGNATURE

EXPIRATION DATE

(If applicable) This notice delivered at the request of the person in #2 by

SEDRO-WOLLEY POLICE OFFICER

CITY OF SEDRO-WOOLLEY PROCEDURES FOR EXCLUSION FROM CITY PROPERTY

A. Conditions of Use of City Premises

1. A person is subject to exclusion from City premises if he or she has violated a state or city law or regulation or any departmental rule.
2. A person may be excluded from City premises (“the premises”) in any of the following circumstances:
 - The person commits any felony while on the premises
 - The person commits any violation of the Sedro-Woolley Municipal Code while on the premises
 - The person fails to comply with any departmental rule or regulation for use of the premises
 - The person uses profane and/or inappropriate language that is likely to offend, intimidate, harass, discriminate or inflame others
 - The person conducts himself/herself in a manner that unreasonably interferes with the use and enjoyment of the premises by other members of the public or the work environment of City staff
 - The person either causes damage to or acts in a manner likely to cause damage to City property or the property of any other person

B. Notification

1. Conditions of Use of City Premises (“Conditions of Use”) will be posted in a manner calculated to give notice to members of the public.
2. A person violating any Conditions of Use will be advised of the violation and warned that continued violation will result in exclusion from the premises. There will be immediate exclusion without warning if the person’s behavior creates imminent danger of harm to persons or property.

C. Exclusion

1. City departmental directors or their designees or any SWPD officer may exclude from the premises anyone who violates the Conditions of Use for a maximum of one hundred eighty (180) days.
2. The offender may be notified by delivery of an exclusion notice in person to the offender or by first class mail and certified mail to the offender at the offender's last known address.
3. The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or be effective.
4. The exclusion may be based upon observation by City employees or upon civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.
5. The exclusion notice will be in writing, contain the date of issuance, specify the length and places of exclusion, and be signed by the issuing individual. Warning of the consequences for failure to comply will be prominently displayed on the notice.

D. Trespass

1. Any person who has been served with an exclusion notice is subject to arrest for Criminal Trespass under SWMC 9.54 if he or she either refuses to leave the property or enters onto the property during the exclusion period.
2. Departmental personnel will provide a copy of the exclusion notice and all witness information, upon request, to responding law enforcement officer(s).

E. Rescinding/Modifying a Notice of Exclusion - Hearings

1. Any person receiving a notice of exclusion may, within fourteen (14) days of service of the notice, request an administrative hearing to have the exclusion notice rescinded or modified.
2. Any person who wishes to appeal the findings of an administrative hearing on the issue of exclusion from city property may, within 14 days of the final administrative decision, request an adjudicative hearing.
3. A notice of exclusion should only be rescinded or modified following a hearing as described herein.
4. Administrative hearings shall be conducted at City Hall before the Director of Parks and shall be scheduled within 14 days of the city's receipt of a request for administrative appeal.

5. Judicial hearings shall be in the Sedro-Woolley Municipal Court before an elected or pro tempore Sedro-Woolley Municipal Court judge and shall be scheduled within 14 days of the Court's receipt of request for judicial appeal
6. The request for an administrative hearing must be delivered to the issuing department or postmarked no later than fourteen (14) days after the issuance date of the exclusion notice. The request for hearing must be in writing and must be accompanied by a copy of the exclusion notice on which the hearing is sought.
7. Immediately upon receipt of a notice of hearing, department staff will forward the information directly to the Director of Parks, who will cause the scheduling of the hearing and take reasonable steps to notify the offender of the date, time, and place of the hearing.
8. The decision following a hearing is final. An offender seeking judicial review of exclusion must file an application for appeal in the Sedro-Woolley municipal court. If a park exclusion is reduced, rescinded or otherwise amended upon administrative appeal, notice of such change shall be immediately delivered to the Sedro-Woolley Chief of Police.
9. No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.
10. The notice of exclusion remains in effect during the period of any administrative or judicial proceeding.

F. Entry of Notice of Exclusion into the City of Sedro-Woolley Police Records Management System

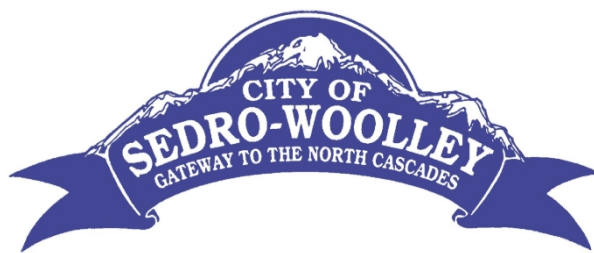
1. Routing of notices of exclusion shall be as follows: Original to the Police Department, middle copy retained by issuing department, bottom copy to the person who is the subject of the order. Routing should be as soon as practicable after issuance of the order.
2. The Police Department will enter information from the order into a database on City network. This will be the only way for police to confirm the existence of an order until the order is entered into police records (see below).
3. When the period for requesting a hearing has passed, the Police Department will enter it into police records. Officers will at that point be able to confirm the existence of an order via mobile data terminals.

G. Miscellaneous Provisions

1. Any notice of exclusion that is turned in to the Police Department will be complete and on the standard notice of exclusion form.
2. These procedures apply when a person is actually on departmental premises and not when a person is in front of or adjoining city property.

Reviewed and approved this ____ day of _____, 2026.

JoEllen Kesti, Mayor



City Council Agenda Item

Agenda Item No.: m.6.

Date: May 13, 2026

From: JoEllen Kesti, Mayor, Charlie Bush, City Administrator, Dan Curtis, City Attorney

Subject: Ordinance 2117-26 - Repealing SWMC Chapter 2.44 “Arts Commission” and amending Chapter 2.92 “Gifts, Loans and Donations of Works of Art” - 1st Read

RECOMMENDED ACTION:

First read, no recommended action.

BACKGROUND/SUMMARY INFORMATION:

SWMC Chapter 2.44 “Arts Commission” codifies the establishment and existence of a commission for the purpose of administering an arts fund and making decisions regarding the allocation and disposition of works of art to beautify the community, and support the vitality of local artists in the visual, literary, and performing arts.

Chapter 2.92 “Gifts, Loans and Donations of Works of Art” addresses donations for and of works of art and the handling of the same.

As part of a comprehensive review by the Mayor, it has been determined that, due to the infrequency of action taken by the commission and the requisite staff time and city resources expended thereon, the intended purpose of the arts commission can be more efficiently fulfilled by maintaining an arts fund by moving the arts fund code provision under Chapter 2.92 and giving control over the allocation and disposition of public art, receipt of donations, etc. to the City Council. With the arts fund intact and art policy discretion given to council, the arts commission can then be disbanded and the code section repealed. The purpose and intent is to save staff time and city resources while maintaining the ability to take donations for and to make decisions about public art and public support for the arts.

From the same perspective, Mayor Kesti is reviewing the Parks and Recreation Advisory Board and Parking Commission. Action items for rescinding these portions of the code will be brought forward for City Council consideration at future meetings.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. 04899Sedro - Ordinance No. 2117-26 Repealing Ch. 2.44 Arts Commission

ORDINANCE NO. 2117-26
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, REPEALING
CHAPTER 2.44 “ARTS COMMISSION” AND AMENDING CHAPTER 2.92 “GIFTS,
LOANS AND DONATIONS OF WORKS OF ART” OF THE SEDRO-WOOLLEY
MUNICIPAL CODE (SWMC)

WHEREAS, SWMC Chapter 2.44 “Arts Commission” was last modified in 2023 to refine the structure and duties of the Arts Commission; and,

WHEREAS, as part of a comprehensive review of commissions within the Sedro-Woolley Municipal Code, the City Council has reviewed the Arts Commission’s activities, membership, workload, and budgetary impacts and has determined that the Art Commission’s functions are no longer being fulfilled in a manner consistent with the City’s current priorities and resources; and,

WHEREAS, the City Council further finds that the Arts Commission’s statutory and advisory responsibilities can be more effectively performed through alternative means, including direct City Council oversight, assignment to an existing City Department, or through ad hoc task forces or contractual partnerships with community organizations; and,

WHEREAS, the City Council has considered the fiscal impacts of maintaining the Arts Commission, including staff time, training, and administrative support, and finds that disbanding the Arts Commission will allow the City to reallocate limited resources to higher priority services and programs; and,

WHEREAS, the City Council has solicited and considered input from Arts Commission members, City staff, and members of the public; and,

WHEREAS, the City Council finds that disbanding the Arts Commission as part of a comprehensive review of the performance of codified commissions is consistent with the City’s comprehensive plan, budgetary policies, and the public interest in efficient municipal governance; and,

WHEREAS, the City Council intends that any ongoing projects, funds, or obligations previously managed by the Arts Commission be transferred, reassigned, or concluded in an orderly manner to ensure continuity of services and proper stewardship of public funds; and,

WHEREAS, the City Council directs City staff to prepare an inventory of Arts Commission assets, outstanding obligations, and active projects and to present a plan for disposition or reassignment to the City Council within a specified timeframe; and,

WHEREAS, the City finds it necessary to maintain the Municipal Arts Fund, the authority for which will be transferred to Chapter 2.93 “Gifts, Loans and Donations of Works of Art” of the SWMC;

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

Section One. Chapter 2.44 “Arts Commission” of the Sedro-Woolley Municipal Code, last modified by Ord. 2045-23 § 2 in 2023, is hereby repealed in its entirety.

Section Two. Chapter 2.92 “Gifts, Loans and Donations of Works of Art” of the Sedro-Woolley Municipal Code, last modified by Ord. 1169 in 1192, is hereby amended to read as follows:

2.92.010 Policy.

Proposed gifts, loans or donations of works of art to the city for commissioning or placement in any city facility or on city property shall be reviewed by the city council.

2.92.020 Review process.

In the acceptance, selection, acquisition, display and/or maintenance of works of art, whether acquired by gift, loan, donation or acquisition, the city council shall review the proposal on specific criteria that include but shall not be limited to the following:

- A. Public safety;
- B. Minimize public liability;
- C. Maintenance at a reasonable cost;
- D. Resistance to vandalism;
- E. Durability;
- F. Aesthetics;
- G. Suitability of the work and its compatibility with the suggested site;
- H. Professional credentials of the artist;
- I. Donor’s conditions, if any;
- J. The quality of the work;
- K. Installation issues;
- L. Availability of an appropriate site;
- M. Integration with formal city plans or private sector projects;
- N. Historical value and consistency with city theme.

2.92.030 Creation of municipal arts fund.

There will be established a special fund entitled “the municipal arts fund” into which all funds will be deposited that are appropriated by or received by the city from whatever source for the purpose of acquisition of or otherwise providing for the advancement of visual, literary and performing arts within the city, including federal, state, and municipal funds, or funds from private individuals or agencies or any other funds which the city may receive or come into possession of from time to time.

Section Three. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Four. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

Section Five. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this ____ day of _____, 2026.

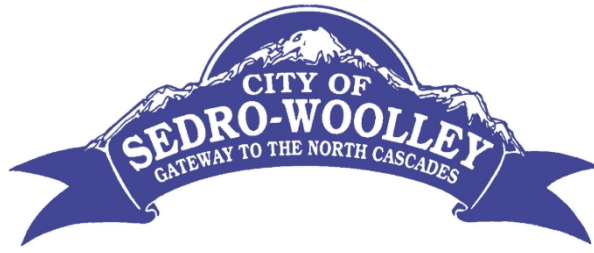
JoEllen Kesti, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Dan Curtis, City Attorney



City Council Agenda Item

Agenda Item No.: n.1.

Date: May 13, 2026

From:

Subject: Monthly Permit Report

RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. April 2026 - Excel - Full report



Permit Report

04/01/2026 - 04/30/2026

Permit #	Permit Date	Issued Date	Type of Application	Permit Type	Site Address	Parcel #	Status	Total Square Footage	Valuation
2026053	2/10/2026	4/13/2026	Single Family-Remodel	Building-Residential	808 Sauk Mountain Dr	P90664	Issued		70,000
2026069	3/2/2026	4/6/2026	Single Family-New	Building-Residential	375 Polska Street	P136896	Issued	3117	420,814
2026108	3/31/2026	4/6/2026	Single Family-New	Building-Residential	367 Polska Street		Issued	3049	576,129
2026134	4/21/2026	4/23/2026		Clear and Grade	Near 1537 East Gateway Heights Loop	P120394	Finald		
2026115	4/6/2026	4/16/2026	Demo-Industrial	Demolition	1020 Hodgkin Street	P37206	Issued	-2200SF	0
2026086	3/11/2026	4/16/2026	Demo-Industrial	Demolition	1020 Hodgkin Street	P37206	Issued	-10,100SF	0
2026028	1/26/2026	4/15/2026	Excavating & Grading	Excavating & Grading	1013 Polte Road	P39453	Issued		
2026046	2/3/2026	4/8/2026	Fire-Alarm,Sprinklers, Door Locks	Fire Permit	919 N Township St Sedro-Woolley, WA, 98284	P39293	Issued		
2026098	3/23/2026	4/10/2026	Fire-Alarm,Sprinklers, Door Locks	Fire Permit	780 Cook Road	P37162	Issued		
2026144	4/28/2026	4/29/2026	Plumbing	Mechanical & Plumbing	286 Klinger	P124424	Issued		
2026146	4/28/2026	4/30/2026	Mechanical	Mechanical & Plumbing	1506 Wildflower Way	P120359	Issued		
2026139	4/24/2026	4/29/2026	Plumbing	Mechanical & Plumbing	907 State St	P75741	Issued		
2026116	4/6/2026	4/8/2026	Mechanical	Mechanical & Plumbing	212 Laurel Drive	P76353	Finald		
2026117	4/6/2026	4/29/2026	Mechanical	Mechanical & Plumbing	815 Evans Drive	P76357	Issued		
2026123	4/13/2026	4/15/2026	Mechanical	Mechanical & Plumbing	511 State Street	P75681	Issued		
2026126	4/14/2026	4/20/2026	Mechanical	Mechanical & Plumbing	712 Rita St., Sedro Woolley WA 98284	P77420	Issued		
2025355	10/28/2025	4/2/2026	Roof-Repair	Residential Roof	825 Alexander St	P76177	Issued		
2026011	1/8/2026	4/13/2026	Right of Way-Utility	Right-of-Way	717 Haines Street		Issued		

2026012	1/9/2026	4/14/2026	Right of Way-Utility	Right-of-Way	2261 Hospital Drive STE 103	P115893	Issued		
2026094	3/20/2026	4/8/2026	Right of Way-Utility	Right-of-Way	Prospector Pl, State St, Township St, 10th St, 11th St, Greenstreet Blvd, Hunt Ln, Bingham Pl	P39825	Issued		
2026133	4/20/2026	4/30/2026	Sidewalk Use Permit	Right-of-Way	829 Metcalf St	P76161	Issued		
2026110	3/31/2026	4/6/2026	Right of Way-Utility	Right-of-Way	McLean Dr		Finald		
2026112	4/4/2026	4/10/2026	Right of Way-Utility	Right-of-Way	429 N Township -along North Township		Issued		
2026121	4/9/2026	4/13/2026	Right of Way-Utility	Right-of-Way	609 Sterling St	P75598	Issued		
2026076	3/3/2026	4/7/2026	Sewer Permit - New	Sewer	1006 Wicker Rd	P39457	Issued		
2026106	3/30/2026	4/6/2026	Zoning Waiver	Zoning Waiver	780 Prospector Pl	P137404	Approved		

Total Records: 26

5/1/2026