

CITY COUNCIL AGENDA

August 26, 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. Resolution 1193-26 - Surplus of Maintenance Operations Division Property
- 3. Out of State Travel – Gettysburg Leadership Institute - Public Works Director William Bullock
- 4. Out of State Travel - Leading EDGE Conference - HR Manager Brandy Jensen
- 5. Out of State Travel - ICMA Conference - City Administrator Charlie Bush
- 6. Interlocal Agreement 2024-177, Amendment 2 - Skagit County - Senior Services

- f. Introduction of Special Guests and Presentation**

- 1. Swearing In - Animal Control / Code Enforcement Officer Zabrina Nybo

- g. City Administrator Report**

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- 1. Proclaiming Sedro-Woolley a Purple Heart City

- j. Public Hearing(s)**

- k. 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.

- l. Unfinished Business**

- m. New Business**

1. Resolution 1186-26 - Donation Acceptance - Burlington Senior Center Advisory Board
2. Ordinance 2113-26 - Temporary Moratorium on Data Centers - 1st Read
3. Ordinance 2114-26 - Moratorium on Permit Applications For Major Utility Developments — 1st Read
4. Easements - Jones/John Liner Railroad Undercrossing Project - Action Requested
5. Professional Services Agreement - SR20/Cascade Trail West Extension Phase 2A - Action Requested
6. Purchase - 2007 CCC Automated Refuse Truck - Action Requested

n. Information Only Items

1. July Building Data Summary

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 - Joint City Council Study Session and Planning Commission - September 2, 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:

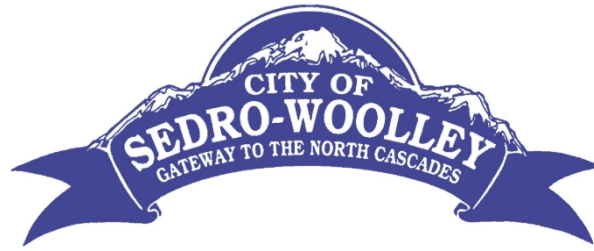
<https://zoom.us/j/91786850179?pwd=Vys0Y29XalZmQTRmemJBM2txVDIUQT09>

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: August 26, 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 #207447 through #207524, plus EFTs. Payroll ACHs including associated benefit checks #61670 through #61677.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$599,080.06

Payroll totaling \$570,940.07

ATTACHMENTS:

1. 2026.08.26 Check Register
2. 2026.08.13 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8894	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	38.86	
					101 - 576 80 47 052 - Bingham Caretaker	38.86	
8895	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	94.88	
					001 - 522 50 47 000 - Public Utilities	94.88	
8896	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	27.13	
					412 - 537 80 47 000 - Public Utilities	27.13	
8897	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	31.05	
					401 - 535 80 47 000 - Public Utilities	31.05	
8898	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	27.13	
					103 - 542 63 47 000 - Public Utilities	27.13	
8899	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	31.05	
					101 - 576 80 47 050 - Hammer Square	31.05	
8900	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	81.84	
					101 - 576 80 47 020 - Senior Center	81.84	
8901	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	102.69	
					101 - 576 80 47 070 - City Hall	102.69	
8902	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	27.13	
					001 - 521 20 47 000 - Public Utilities	27.13	
8903	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	29.70	
					401 - 535 80 47 000 - Public Utilities	29.70	
8904	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	27.13	
					101 - 576 80 47 053 - Other Utilities	27.13	
8905	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	45.37	
					101 - 576 80 47 010 - Community Center	45.37	
8906	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	44.07	
					101 - 576 80 47 070 - City Hall	44.07	
8907	08/26/2026	Claims	2	EFT	Cascade Natural Gas Corp	32.35	
					401 - 535 80 47 000 - Public Utilities	32.35	
8908	08/26/2026	Claims	2	EFT	Pitney Bowes Inc	380.45	
					001 - 514 23 41 011 - Professional Services	380.45	
8909	08/26/2026	Claims	2	EFT	Pitney Bowes	1,199.66	
					001 - 512 50 42 010 - Postage	341.07	
					001 - 514 23 42 010 - Postage	491.37	
					001 - 521 20 42 010 - Postage	228.17	
					001 - 522 20 42 010 - Postage	1.97	
					425 - 531 50 42 010 - Postage	3.66	
					401 - 535 80 42 015 - Postage	47.48	
					102 - 536 20 42 010 - Postage	1.42	
					412 - 537 80 42 010 - Postage	21.91	
					001 - 558 60 42 010 - Postage	57.14	
					001 - 595 10 42 000 - Postage	5.47	
8910	08/26/2026	Claims	2	EFT	Skagit PUD	82.74	
					101 - 576 80 47 000 - Riverfront	82.74	
8911	08/26/2026	Claims	2	EFT	Skagit PUD	52.91	
					101 - 576 80 47 000 - Riverfront	52.91	
8912	08/26/2026	Claims	2	EFT	Skagit PUD	127.49	
					102 - 536 20 47 000 - Public Utilities	127.49	
8913	08/26/2026	Claims	2	EFT	Skagit PUD	45.45	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 000 - Riverfront			45.45	
8914	08/26/2026	Claims	2	EFT	Skagit PUD	613.92	
			101 - 576 80 47 000 - Riverfront			613.92	
8915	08/26/2026	Claims	2	EFT	Skagit PUD	83.14	
			412 - 537 80 47 000 - Public Utilities			83.14	
8916	08/26/2026	Claims	2	EFT	Skagit PUD	315.62	
			401 - 535 80 47 000 - Public Utilities			315.62	
8917	08/26/2026	Claims	2	EFT	Skagit PUD	502.06	
			101 - 576 80 47 070 - City Hall			502.06	
8918	08/26/2026	Claims	2	EFT	Skagit PUD	306.87	
			101 - 576 80 47 053 - Other Utilities			306.87	
8919	08/26/2026	Claims	2	EFT	Skagit PUD	247.21	
			101 - 576 80 47 051 - Bingham / Memorial			247.21	
8920	08/26/2026	Claims	2	EFT	Skagit PUD	45.45	
			101 - 576 80 47 040 - Train			45.45	
8921	08/26/2026	Claims	2	EFT	Skagit PUD	41.30	
			101 - 576 80 47 070 - City Hall			41.30	
8922	08/26/2026	Claims	2	EFT	Skagit PUD	217.37	
			101 - 576 80 47 050 - Hammer Square			217.37	
8923	08/26/2026	Claims	2	EFT	Skagit PUD	45.45	
			401 - 535 80 47 000 - Public Utilities			45.45	
8924	08/26/2026	Claims	2	EFT	Skagit PUD	45.45	
			001 - 521 20 47 000 - Public Utilities			45.45	
8925	08/26/2026	Claims	2	EFT	Skagit PUD	75.69	
			401 - 535 80 47 000 - Public Utilities			75.69	
8926	08/26/2026	Claims	2	EFT	Skagit PUD	45.45	
			401 - 535 80 47 000 - Public Utilities			45.45	
8927	08/26/2026	Claims	2	EFT	Skagit PUD	3,802.53	
			101 - 576 80 47 000 - Riverfront			3,802.53	
8928	08/26/2026	Claims	2	EFT	Skagit PUD	195.68	
			101 - 576 80 47 053 - Other Utilities			195.68	
8929	08/26/2026	Claims	2	EFT	Skagit PUD	914.26	
			401 - 535 80 47 000 - Public Utilities			914.26	
8930	08/26/2026	Claims	2	EFT	US Bank -- Purchase Cards	22,421.91	
			001 - 514 23 49 030 - Misc-Tuition/Registration			300.00	
			001 - 518 10 28 000 - Recruiting			318.57	
			001 - 518 10 28 000 - Recruiting			545.97	
			001 - 518 10 28 000 - Recruiting			543.70	
			001 - 518 10 43 000 - Meals/Travel			461.80	
			001 - 518 10 49 000 - Tuition/Registration			31.63	
			001 - 521 20 26 000 - Uniforms/Accessories			45.64	
			001 - 521 20 26 000 - Uniforms/Accessories			192.87	
			001 - 521 20 26 000 - Uniforms/Accessories			32.97	
			001 - 521 20 26 000 - Uniforms/Accessories			69.00	
			001 - 521 20 26 000 - Uniforms/Accessories			176.01	
			001 - 521 20 26 000 - Uniforms/Accessories			92.37	
			001 - 521 20 26 000 - Uniforms/Accessories			-30.89	
			001 - 521 20 26 000 - Uniforms/Accessories			-88.15	
			001 - 521 20 31 002 - Office/Operating Supplies			47.81	
			001 - 521 20 31 002 - Office/Operating Supplies			52.16	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 31 002		Office/Operating Supplies	767.81	
			001 - 521 20 31 002		Office/Operating Supplies	512.63	
			001 - 521 20 31 002		Office/Operating Supplies	93.43	
			001 - 521 20 31 002		Office/Operating Supplies	109.98	
			001 - 521 20 31 010		Printing/Publications	27.99	
			001 - 521 20 31 010		Printing/Publications	91.48	
			001 - 521 20 41 001		Professional Services	260.11	
			001 - 522 20 48 000		Repairs/Maint-Equip	7,377.09	
			001 - 522 45 31 000		Supplies & Books	325.97	
			001 - 522 45 31 000		Supplies & Books	521.63	
			001 - 522 45 31 000		Supplies & Books	-521.63	
			001 - 522 45 43 000		Travel & Meals	21.74	
			001 - 522 50 48 010		Repairs/Maint-Dorm	282.60	
			001 - 524 20 31 000		Off/Oper Supps & Books	60.52	
			001 - 524 20 43 000		Travel/Meals	394.50	
			001 - 524 20 49 030		Misc-Tuition/Registration	56.00	
			001 - 524 20 49 030		Misc-Tuition/Registration	18.66	
			401 - 535 80 41 000		Professional Services	160.68	
			401 - 535 80 41 020		Collection Services	477.09	
			401 - 535 80 49 030		Misc-Tuition/Registration	108.00	
			412 - 537 50 48 000		Repairs/maint-equip	553.95	
			412 - 537 80 41 020		Collection Services	477.09	
			103 - 542 64 31 004		Street Sign Materials	14.45	
			001 - 558 60 31 000		Supplies/Books	60.52	
			001 - 558 60 49 030		Tuition/Registration	475.00	
			001 - 558 60 49 030		Tuition/Registration	18.67	
			001 - 558 60 49 030		Tuition/Registration	475.00	
			001 - 569 00 31 000		Supplies	52.16	
			001 - 569 00 31 000		Supplies	52.16	
			001 - 569 00 31 000		Supplies	218.46	
			101 - 576 80 35 000		Small Tools & Minor Equip	27.16	
			101 - 576 80 48 001		Riverfront	653.35	
			101 - 576 80 48 001		Riverfront	110.54	
			101 - 576 80 48 016		City Hall	204.62	
			101 - 576 80 48 022		Evidence Garage	27.47	
			001 - 591 23 70 001		Lease + Subscription IT (SBITA)	2,362.60	
			001 - 594 18 64 001		Network Hardware	2,621.77	
			001 - 595 10 31 000		Supplies	60.53	
			001 - 595 10 49 010		Tuition/Registration	18.67	
8931	08/26/2026	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	155.80	
					101 - 576 80 47 070 - City Hall	155.80	
8932	08/26/2026	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	900.32	
					001 - 512 50 42 020 - Telephone	54.02	
					001 - 513 10 42 020 - Telephone	81.03	
					001 - 514 23 42 020 - Telephone	81.03	
					001 - 515 31 42 001 - Telephone	36.01	
					001 - 518 80 42 020 - Telephone	27.01	
					001 - 521 20 42 020 - Telephone	270.10	
					001 - 522 20 42 020 - Telephone	99.04	
					001 - 524 20 42 020 - Telephone	27.01	
					401 - 535 80 42 020 - Telephone	72.02	
					412 - 537 80 42 020 - Telephone	36.01	
					103 - 542 30 42 020 - Telephone	9.00	
					001 - 558 60 42 020 - Telephone	27.01	
					101 - 576 80 42 020 - Telephone	18.01	
					001 - 595 10 42 020 - Telephone	63.02	
8933	08/26/2026	Claims	2	207447	A-1 Safety Tree Service, LLC	1,087.00	
					101 - 576 80 48 007 - Bingham Park	1,087.00	
8934	08/26/2026	Claims	2	207448	A-1 Shredding	285.00	
					001 - 512 50 41 000 - Professional Services	60.00	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 514 23 41 011 - Professional Services	60.00	
					001 - 521 20 41 001 - Professional Services	120.00	
					001 - 524 20 41 000 - Professional Services	15.00	
					001 - 558 60 41 000 - Professional Services	15.00	
					001 - 595 10 41 000 - Professional Services	15.00	
8935	08/26/2026	Claims	2	207449	AWC - Employee Benefit Trust	4,228.40	
					001 - 521 20 27 000 - Retired Medical	4,228.40	
8936	08/26/2026	Claims	2	207450	Amazon Capital Svcs, Inc	2,001.16	
					001 - 514 23 31 000 - Supplies	28.81	
					001 - 514 23 31 000 - Supplies	66.87	
					001 - 514 23 31 000 - Supplies	370.48	
					001 - 521 20 26 000 - Uniforms/Accessories	85.85	
					001 - 521 20 26 000 - Uniforms/Accessories	85.87	
					001 - 521 20 31 002 - Office/Operating Supplies	16.00	
					001 - 521 20 31 002 - Office/Operating Supplies	27.62	
					001 - 521 20 31 002 - Office/Operating Supplies	14.19	
					001 - 521 20 31 002 - Office/Operating Supplies	289.90	
					001 - 522 21 31 010 - Office Supplies	41.28	
					001 - 522 21 31 010 - Office Supplies	22.71	
					101 - 576 80 48 016 - City Hall	951.58	
8937	08/26/2026	Claims	2	207451	Berg Vault Company	334.09	
					425 - 531 50 48 000 - Repairs/Maintenance	334.09	
8938	08/26/2026	Claims	2	207452	Braun Northwest, Inc	189.88	
					001 - 522 20 48 000 - Repairs/Maint-Equip	189.88	
8939	08/26/2026	Claims	2	207453	Buckwood LLC	131,339.22	
					104 - 595 10 63 034 - Eng - N Trail Rd - Bucko	131,339.22	
8940	08/26/2026	Claims	2	207454	Cabot Dow Associates, Inc.	7,000.00	
					001 - 518 10 41 000 - Professional Services	7,000.00	
8941	08/26/2026	Claims	2	207455	Carl's Towing & Muffler	322.84	
					001 - 521 20 41 001 - Professional Services	322.84	
8942	08/26/2026	Claims	2	207456	Concrete Herald	225.00	
					001 - 513 10 49 010 - Dues & Subscriptions	225.00	
8943	08/26/2026	Claims	2	207457	Databar, Inc	3,262.94	
					425 - 531 50 42 010 - Postage	130.50	
					401 - 535 80 42 015 - Postage	2,120.92	
					412 - 537 80 42 010 - Postage	1,011.52	
8944	08/26/2026	Claims	2	207458	David Evans & Assoc Inc	16,353.28	
					104 - 595 10 63 078 - Eng - Jones/John Liner BNSF U	10,640.83	
					104 - 595 20 63 086 - RW - Jones/John Liner BNSF U	5,712.45	
8945	08/26/2026	Claims	2	207459	Gregory Dixon	1,340.00	
					001 - 515 93 41 001 - Indigent Defense Conflict Cour	1,340.00	
8946	08/26/2026	Claims	2	207460	Donald Coggins	13.04	
					001 - 558 60 31 000 - Supplies/Books	13.04	
8947	08/26/2026	Claims	2	207461	E & E Lumber, Inc.	786.95	
					103 - 542 30 31 000 - Operating Supplies	25.25	
					103 - 542 30 31 000 - Operating Supplies	121.68	
					103 - 542 30 31 000 - Operating Supplies	27.50	
					103 - 542 30 35 000 - Small Tools/Minor Equip	15.63	
					103 - 542 30 35 000 - Small Tools/Minor Equip	42.75	
					101 - 576 80 31 007 - Operating Sup - Library	9.88	
					101 - 576 80 48 007 - Bingham Park	13.86	
					101 - 576 80 48 012 - Harry Osborne	530.40	
8948	08/26/2026	Claims	2	207462	Facet NW, Inc	8,820.75	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 558 60 41 000 - Professional Services			5,982.75	
			104 - 595 10 63 077 - Eng-SR20 Cascade Trail Phase :			2,838.00	
8949	08/26/2026	Claims	2	207463	Family Promise of Skagit Valley	1,448.97	
			116 - 551 00 00 116 - Public Housing Services			589.85	
			117 - 551 00 00 117 - Affordable Housing - Operatio			859.12	
8950	08/26/2026	Claims	2	207464	Ferguson Enterprises #3007	86.37	
			101 - 576 80 48 007 - Bingham Park			86.37	
8951	08/26/2026	Claims	2	207465	Gordon Truck Centers, Inc	2,525.87	
			412 - 537 50 48 000 - Repairs/maint-equip			2,525.87	
8952	08/26/2026	Claims	2	207466	Guardian Alliance Technologies, Inc.	125.00	
			001 - 521 20 41 001 - Professional Services			125.00	
8953	08/26/2026	Claims	2	207467	Halo Protection Services LLC	868.80	
			001 - 512 50 41 050 - Security Services			868.80	
8954	08/26/2026	Claims	2	207468	Humane Society Of Skagit	66.00	
			001 - 521 20 41 021 - Humane Society			66.00	
8955	08/26/2026	Claims	2	207469	Justice Fam Ent. Inc, dba IMS Alliance	22.37	
			001 - 522 20 26 000 - Uniforms			22.37	
8956	08/26/2026	Claims	2	207470	Insight Direct USA, Inc.	872.03	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			872.03	
8957	08/26/2026	Claims	2	207471	Kelley Create	266.25	
			001 - 594 12 64 000 - Office Equipment			266.25	
8958	08/26/2026	Claims	2	207472	Kelly Kohnken	352.36	
			001 - 514 23 43 000 - Meals/Travel			352.36	
8959	08/26/2026	Claims	2	207473	L N Curtis & Sons	477.00	
			001 - 521 20 26 000 - Uniforms/Accessories			182.34	
			001 - 521 20 26 000 - Uniforms/Accessories			102.80	
			001 - 521 20 26 000 - Uniforms/Accessories			191.86	
8960	08/26/2026	Claims	2	207474	Peregrin Sorter Laminar Law	6,850.00	
			001 - 558 60 41 001 - Professional Svcs-Reimb			6,850.00	
8961	08/26/2026	Claims	2	207475	Peter Lane	50.00	
			001 - 595 10 41 010 - Advertising			50.00	
8962	08/26/2026	Claims	2	207476	Language Exchange, Inc	1,509.65	
			001 - 512 50 41 040 - Language Interpreter			1,470.80	
			001 - 521 20 41 001 - Professional Services			38.85	
8963	08/26/2026	Claims	2	207477	Lauts Inc	282.00	
			412 - 537 60 47 015 - Construction Demolition Land			282.00	
8964	08/26/2026	Claims	2	207478	Les Schwab Tire Center	8,573.63	
			412 - 537 50 48 000 - Repairs/maint-equip			4,896.54	
			412 - 537 50 48 000 - Repairs/maint-equip			505.44	
			412 - 537 50 48 000 - Repairs/maint-equip			3,018.33	
			412 - 537 60 47 011 - Site Recycling Disposal			153.32	
8965	08/26/2026	Claims	2	207479	Loggers & Contractors	112.72	
			412 - 537 50 48 000 - Repairs/maint-equip			112.72	
8966	08/26/2026	Claims	2	207480	Nelson Dist, Inc. Nelson-Reisner	708.75	
			412 - 537 80 31 000 - Operating Supplies			708.75	
8967	08/26/2026	Claims	2	207481	North Hill Resources Inc	2,136.11	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 60 47 000 - Solid Waste Disposal			348.29	
			412 - 537 60 47 020 - Site Yard Waste Disposal			1,599.97	
			101 - 576 80 48 025 - Olmsted Park			187.85	
8968	08/26/2026	Claims	2	207482	Northwest Propane LLC	65.04	
			102 - 536 20 32 001 - Propane			65.04	
8969	08/26/2026	Claims	2	207483	Orca Pacific, Inc.	1,316.02	
			401 - 535 80 31 020 - Op Supplies-Chemicals			1,316.02	
8970	08/26/2026	Claims	2	207484	PROCUM LLC	412.00	
			001 - 521 20 41 001 - Professional Services			78.00	
			412 - 537 80 31 000 - Operating Supplies			256.00	
			101 - 576 80 49 020 - Misc-Dues/CDL/Background			78.00	
8971	08/26/2026	Claims	2	207485	Pacific Power Batteries	208.38	
			101 - 576 80 48 005 - Senior Center			208.38	
8972	08/26/2026	Claims	2	207486	Pape' Group, dba Pape' Machinery Inc.	992.69	
			425 - 531 50 48 000 - Repairs/Maintenance			56.25	
			101 - 576 80 48 021 - Equipment			936.44	
8973	08/26/2026	Claims	2	207487	Parker Corporate Svcs, Inc.	125.00	
			101 - 576 80 41 010 - Alarm Monitoring			125.00	
8974	08/26/2026	Claims	2	207488	People's Bank	75.52	
			001 - 341 81 00 000 - Copying, Postage, Envelopes			-75.52	
8975	08/26/2026	Claims	2	207489	Peters Towing LLC	276.61	
			001 - 521 20 41 001 - Professional Services			276.61	
8976	08/26/2026	Claims	2	207490	LEPS-PSS PLLC dba Public Safety Psych	2,920.00	
			001 - 521 20 41 001 - Professional Services			2,920.00	
8977	08/26/2026	Claims	2	207491	Puget Sound Energy, Inc.	70.00	
			001 - 322 10 02 000 - Engineering Permits			-70.00	
8978	08/26/2026	Claims	2	207492	Anika Puhl	1,500.00	
			001 - 522 45 49 010 - Tuition/Registration			1,500.00	
8979	08/26/2026	Claims	2	207493	Pye-Barker Fire & Safety, LLC	848.96	
			101 - 576 80 48 004 - Community Center			414.15	
			101 - 576 80 48 005 - Senior Center			434.81	
8980	08/26/2026	Claims	2	207494	RH2 Engineering Inc	77,166.55	
			401 - 594 35 63 000 - Engineering Services			29,421.82	
			401 - 594 35 63 000 - Engineering Services			222.94	
			401 - 594 35 63 000 - Engineering Services			5,186.60	
			401 - 594 35 63 000 - Engineering Services			42,335.19	
8981	08/26/2026	Claims	2	207495	Reichhardt & Ebe	7,224.04	
			104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped			2,134.49	
			104 - 595 10 63 089 - Eng - John Liner Rd Arterial			2,159.06	
			104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç			2,930.49	
8982	08/26/2026	Claims	2	207496	Rick's Refrigeration Inc	720.00	
			412 - 537 60 47 011 - Site Recycling Disposal			720.00	
8983	08/26/2026	Claims	2	207497	Ricoh USA, Inc	27.95	
			101 - 591 80 70 101 - Subscription IT (SBITA) - Parks			27.95	
8984	08/26/2026	Claims	2	207498	Ricoh USA, Inc	1,177.68	
			001 - 514 23 31 000 - Supplies			219.15	
			001 - 514 23 31 000 - Supplies			293.33	
			001 - 524 20 31 000 - Off/Oper Supps & Books			180.05	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
					001 - 558 60 31 000 - Supplies/Books	180.05	
					001 - 591 10 70 520 - Leases + Subscription IT (SBIT	-77.74	
					001 - 591 10 70 520 - Leases + Subscription IT (SBIT	119.42	
					001 - 591 20 70 524 - Leases + Subscription IT (SBIT	-77.73	
					001 - 591 20 70 524 - Leases + Subscription IT (SBIT	119.42	
					001 - 591 60 70 519 - Leases + Subscription IT (SBIT	-77.74	
					001 - 591 60 70 519 - Leases + Subscription IT (SBIT	119.42	
					001 - 595 10 31 000 - Supplies	180.05	
8985	08/26/2026	Claims	2	207499	Rodda Paint Co	763.28	
					103 - 542 30 35 000 - Small Tools/Minor Equip	763.28	
8986	08/26/2026	Claims	2	207500	Sedro-Woolley Auto Parts Inc	426.52	
					401 - 535 50 48 050 - Maint Of General Equip	14.38	
					412 - 537 80 31 000 - Operating Supplies	64.67	
					412 - 537 80 31 000 - Operating Supplies	164.09	
					412 - 537 80 31 000 - Operating Supplies	92.60	
					103 - 542 30 31 000 - Operating Supplies	30.13	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	60.65	
8987	08/26/2026	Claims	2	207501	Sedro-Woolley Automotive	1,911.45	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,110.04	
					001 - 521 20 48 010 - Repair & Maint - Auto	95.54	
					001 - 521 20 48 010 - Repair & Maint - Auto	99.88	
					001 - 521 20 48 010 - Repair & Maint - Auto	605.99	
8988	08/26/2026	Claims	2	207502	Sedro-Woolley School Dist	94,995.00	
					635 - 589 30 06 635 - GMA School Impact Fees Remi	32,542.00	
					635 - 589 30 06 635 - GMA School Impact Fees Remi	13,383.00	
					635 - 589 30 06 635 - GMA School Impact Fees Remi	17,844.00	
					635 - 589 30 06 635 - GMA School Impact Fees Remi	31,226.00	
8989	08/26/2026	Claims	2	207503	SignsPlus	25.00	
					001 - 322 10 03 000 - Building Permits	-25.00	
8990	08/26/2026	Claims	2	207504	Sirchie Acquisition Co LLC	25.26	
					001 - 521 20 31 002 - Office/Operating Supplies	25.26	
8991	08/26/2026	Claims	2	207505	Skagit Aggregates LLC	1,150.27	
					401 - 535 50 48 010 - Maintenance Of Lines	579.38	
					401 - 535 50 48 010 - Maintenance Of Lines	570.89	
8992	08/26/2026	Claims	2	207506	Skagit Canine Club LLC	180.00	
					001 - 521 20 41 023 - Canine	180.00	
8993	08/26/2026	Claims	2	207507	Skagit Cnty Public Health	345.00	
					101 - 576 80 49 030 - Misc-Permits & Licenses	345.00	
8994	08/26/2026	Claims	2	207508	Skagit Cnty Public Works	95,579.12	
					412 - 537 60 47 000 - Solid Waste Disposal	95,579.12	
8995	08/26/2026	Claims	2	207509	Skagit Cnty Treasurer	27.16	
					635 - 589 30 05 635 - County Crime Victim Witness P	27.16	
8996	08/26/2026	Claims	2	207510	Skagit Farmers Supply	649.07	
					401 - 535 50 48 010 - Maintenance Of Lines	30.41	
					401 - 535 50 48 010 - Maintenance Of Lines	51.37	
					401 - 535 50 48 040 - Maintenance Of Vehicles	25.03	
					401 - 535 50 48 050 - Maint Of General Equip	71.70	
					401 - 535 50 48 050 - Maint Of General Equip	233.68	
					401 - 535 80 31 010 - Operating Supplies	32.60	
					103 - 542 30 31 000 - Operating Supplies	8.67	
					101 - 576 80 31 025 - Operating Sup - Olmsted Park	35.86	
					101 - 576 80 31 025 - Operating Sup - Olmsted Park	76.07	
					101 - 576 80 48 025 - Olmsted Park	83.68	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:38:56 Date: 08/26/2026

08/26/2026 To: 08/26/2026

Page: 8

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8997	08/26/2026	Claims	2	207511	Smarsh Inc.	169.12	
					001 - 591 80 70 517 - Leases + Subscription IT (SBIT	169.12	
8998	08/26/2026	Claims	2	207512	Stiles & Lehr Law Inc., PS	4,727.25	
					001 - 512 50 41 010 - Municipal Court Judge	4,727.25	
8999	08/26/2026	Claims	2	207513	Systems Design West, LLC	4,014.08	
					001 - 522 21 41 000 - EMS Professional Services-Sys I	4,014.08	
9000	08/26/2026	Claims	2	207514	Tacoma Screw Products Inc.	587.52	
					412 - 537 80 31 000 - Operating Supplies	302.20	
					103 - 542 30 31 000 - Operating Supplies	285.32	
9001	08/26/2026	Claims	2	207515	Town of La Conner	2,441.67	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	2,441.67	
9002	08/26/2026	Claims	2	207516	UV Sales LLC	5,773.33	
					401 - 535 50 48 050 - Maint Of General Equip	5,773.33	
9003	08/26/2026	Claims	2	207517	Utilities Underground Location Ctr.	84.76	
					401 - 535 50 48 010 - Maintenance Of Lines	84.76	
9004	08/26/2026	Claims	2	207518	WA Assoc Of Building Off	815.00	
					001 - 524 20 49 030 - Misc-Tuition/Registration	407.50	
					001 - 524 20 49 030 - Misc-Tuition/Registration	135.84	
					001 - 558 60 49 030 - Tuition/Registration	135.83	
					001 - 595 10 49 010 - Tuition/Registration	135.83	
9005	08/26/2026	Claims	2	207519	WA St Dept of Ecology	11,354.00	
					401 - 535 80 41 060 - DOE Discharge Permit	10,384.00	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	150.00	
					104 - 595 30 63 083 - Const-SR 9-John Liner-McGariç	820.00	
9006	08/26/2026	Claims	2	207520	WA St Off of Treasurer	2,465.69	
					635 - 586 30 00 635 - State Court Fees Remittance	2,465.69	
9007	08/26/2026	Claims	2	207521	WW Grainger Inc	199.98	
					401 - 535 50 48 050 - Maint Of General Equip	35.50	
					401 - 535 50 48 050 - Maint Of General Equip	79.41	
					401 - 535 50 48 050 - Maint Of General Equip	62.35	
					401 - 535 50 48 050 - Maint Of General Equip	22.72	
9008	08/26/2026	Claims	2	207522	Waste Management of WA Inc.	36,358.28	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	36,358.28	
9009	08/26/2026	Claims	2	207523	Whatcom Electric Company Inc.	282.51	
					001 - 522 20 48 000 - Repairs/Maint-Equip	282.51	
9010	08/26/2026	Claims	2	207524	Woods Logging	175.31	
					103 - 542 30 35 000 - Small Tools/Minor Equip	31.50	
					103 - 542 30 35 000 - Small Tools/Minor Equip	54.98	
					101 - 576 80 48 021 - Equipment	88.83	
					001 Current Expense Fund	72,389.32	
					101 Parks & Facilities Fund	13,442.56	
					102 Cemetery Fund	193.95	
					103 Street Fund	1,517.92	
					104 Arterial Street Fund	158,724.54	
					116 Affordable Housing - HB 1406	589.85	
					117 Housing and Related Services	859.12	
					401 Sewer Operations Fund	101,009.84	
					412 Solid Waste Operations Fund	152,340.61	
					425 Stormwater Operations	524.50	
					635 Custodial Fund	97,487.85	

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						Claims:	599,080.06
* Transaction Has Mixed Revenue And Expense Accounts						599,080.06	

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

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8647	08/13/2026	Claims	2	207446	Trust Account of Hall and Gilliland PLLC	40,000.00	
		001 - 518 61 00 000 - Judgments and Settlements			40,000.00		
		001 Current Expense Fund				40,000.00	
						40,000.00	Claims: 40,000.00
						40,000.00	

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

Finance Committee Member

Finance Committee Member

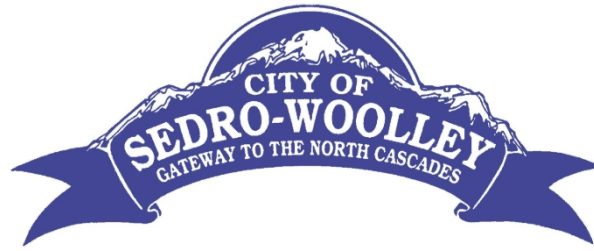
Finance Committee Member

Date

Date

Date

Date



City Council Agenda Item

Agenda Item No.: e.2.

Date: August 26, 2026

From: Nathan Salseina, Maintenance Operations Supervisor

Subject: Resolution 1193-26 - Surplus of Maintenance Operations Division Property

RECOMMENDED ACTION:

Motion to approve Resolution 1193-26 surplussing Maintenance Operations Division property as listed.

BACKGROUND/SUMMARY INFORMATION:

All items on this list are no longer needed by the city and have been replaced as required.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 1193-26 Resolution - Maintenance Operations Surplus

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY DECLARING CERTAIN
PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION**

WHEREAS, the equipment identified and listed below has been determined by the City's Public Works Maintenance & Operations Supervisor to no longer be critical to the City of Sedro-Woolley's needs or operational use, are obsolete or nonfunctional, and

WHEREAS, the City Council of the City of Sedro-Woolley has determined that it is in the best interest of City to declare as surplus the equipment, and

WHEREAS, The City Council is authorized to declare as surplus those items no longer deemed to be necessary to the City's service requirements under RCW 35.22.280 (B), and

WHEREAS, the City Council delegates to the Public Works Maintenance & Operations Supervisor the authority to dispose of the property by auction, private sale, sealed bid, through a broker or agent, or other lawful means.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS
FOLLOWS:**

Section 1. The City Council does hereby declare the following to be surplus:

ITEM		Quantity
1. Stihl Chainsaw	Tag # CSW0124PW	1
2. 2005 Ford F-250	Vin # 1FTSX21565EB96918	1
3. 1997 GMC Sierra	Vin # GTEK14W3V2551952	1
4. 1999 Dodge Ram	Vin # 3B7KC26ZXXM576980	1
5. 1990 Dodge Ram	Vin # 1B7GE16Y0LS735220	1
6. Plate Compactor	Tag# 0907PW	1
7. Exercise Equip	Tag # No Tag	1

PASSED by majority vote of the members of the Sedro-Woolley City Council this 26th day of August, 2026

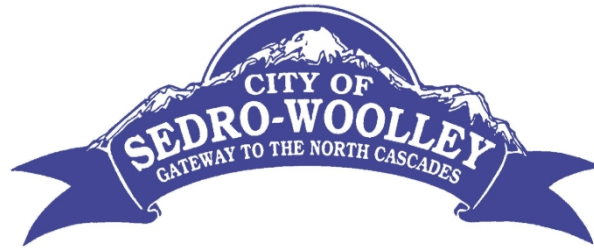
Jo Ellen Kesti, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Dan Curtis, City Attorney



City Council Agenda Item

Agenda Item No.: e.3.

Date: August 26, 2026

From: Bill Bullock, Public Works Director

Subject: Out of State Travel – Gettysburg Leadership Institute - Public Works Director
William Bullock

RECOMMENDED ACTION:

Motion to authorize Public Works Director William Bullock to travel out of state for the Gettysburg Leadership Institute – Executive Leadership Program.

BACKGROUND/SUMMARY INFORMATION:

Sedro-Woolley is providing a unique director level training opportunity at the Gettysburg Institute, an ICMA program. This program uses the history of the battle of Gettysburg as a backdrop for lesson applicable to modern day leadership. Themes include:

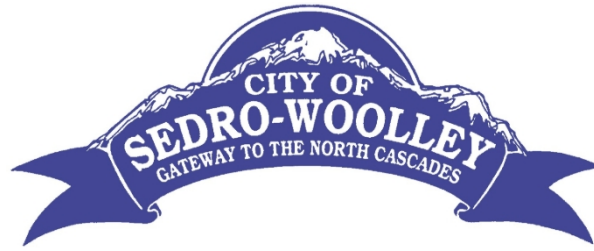
- Engage for three days in an exploration of personal leadership, organizational effectiveness, and the lessons of history.
- Explore the complexity of the battle of Gettysburg, the size of the armies, and the wide spectrum of personalities, all of which offer an extensive range of perspectives that are useful to those who work in local government.
- Understand the command structures, strategies, and methods of communication during the battle, which contain relevant examples for today's leaders in decision-making, team building, and planning strategies for success.
- Study good and bad examples of leadership, the importance of communication, leading by example, recognizing and appropriately utilizing talent and skill, and understanding the benefits and limitations of the tools and resources available.

FISCAL IMPACT, IF APPROPRIATE:

This training was budgeted under 595.10.43.000: Cost of the course is \$1,995 plus lodging (approx. \$486) and travel (approx. \$700).

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.4.

Date: August 26, 2026

From: Brandy Jensen, Human Resources Manager

Subject: Out of State Travel - Leading EDGE Conference - HR Manager Brandy Jensen

RECOMMENDED ACTION:

Motion to approve out of state travel for Human Resources Manager, Brandy Jensen, to attend the Leading EDGE conference at University of Kansas - Public Management Center.

BACKGROUND/SUMMARY INFORMATION:

Sedro-Woolley has historically provided new administrative leadership an opportunity to attend an advanced leadership training focused on building high-performing local governments as part of their on-boarding process. This is an eight-day course: September 18 – September 25, 2026.

This coursework focuses on leadership principles of high-performance organizations (HPO) which are a core element of the program, enabling individuals to learn strategies that enhance leadership, innovation, and desired change initiatives. The Key Learning Elements for local governments to achieve higher performance include:

- Leadership and Governance
- Strategic Value Analysis and Future Planning
- Performance Measurement and Management
- Organizational Culture and Employee Engagement
- Public Service Delivery and Public Purpose Focus
- Smart and Healthy Financial Management and Sustainability
- Other Topics

FISCAL IMPACT, IF APPROPRIATE:

Funds are budgeted for attendance at this conference, fund 518.10.49.000: Cost of course is \$4,000 (majority of meals included) plus lodging (approx. \$2,160) and travel (approx. \$800).

ATTACHMENTS:

1. Leading EDGE curriculum
2. Leading EDGE program details

Leading EDGE Curriculum

Leading EDGE Program: Curriculum

Leadership: Cultivating a Culture of Distributed Leadership

High-performing organizations distribute leadership across all levels, moving beyond traditional hierarchy to a networked talent model. Participants will:

- Explore leadership philosophies that shape decision-making and organizational culture.
- Examine consultative and participative leadership models, emphasizing empowerment and stewardship.
- Learn the Leadership Functions Framework, which includes Strategic Stakeholder Value Analysis (SSVA), Vision/Values Implementation, Suprasystem Integration, and Leadership Enablement.
- Develop skills in facilitation, engagement, and energizing teams, fostering an adaptive leadership approach.

Vision: Creating a Clear and Compelling Direction

A strong vision aligns employees, stakeholders, and resources toward common goals. Participants will:

- Define and articulate a shared organizational vision that cascades across departments.
- Utilize future-planning and scenario analysis techniques to anticipate and respond to change.
- Integrate personal and organizational leadership aspirations to drive collective impact.
- Apply insights from Marquet's "Turn the Ship Around" framework to transition from leader-follower to leader-leader paradigms.

Values: Defining the Core Principles that Guide Decision-Making

Values drive ethical governance and organizational integrity. Participants will:

- Define and operationalize organizational values, embedding them into policies and decision-making.
- Explore how values influence trust, transparency, and public accountability.
- Understand the Values to Work Culture Spiral, ensuring alignment between individual actions and institutional goals.
- Engage in exercises that assess cultural alignment and build a values-driven workplace.

Strategy: Aligning Resources and Actions for High-Performance Outcomes

Strategic planning is essential for resource allocation, personnel management, and goal-setting. Participants will:

- Conduct Strategic Value Analysis (SVA) to define what high performance means for their organization.
- Use the HPO Seven Diagnostic Questions to critically evaluate organizational effectiveness.
- Learn to balance financial stewardship with community impact, ensuring sustainability and efficiency.

Structure: Building an Adaptive and Collaborative Organization

Rigid hierarchical structures often hinder performance, necessitating adaptable models. Participants will:

- Explore strategies for breaking down silos and fostering interdepartmental collaboration.
- Implement Parallel Organization Structures, providing spaces for strategic thinking separate from daily operations.
- Study the Networked Talent Model, integrating functional alignment, cross-sector partnerships, and team-based leadership.
- Understand the role of suprasystem integration, aligning various government functions into a cohesive unit.

Systems: Creating Mechanisms for Continuous Improvement and Sustainability

Sustainable systems ensure that government operations remain **responsive and effective**. Participants will:

- Implement performance measurement tools for real-time assessment of operational success.
- Explore financial stewardship models, ensuring budgets align with strategic goals.
- Utilize data-driven decision-making approaches, enhancing service delivery and community engagement.
- Engage in the vision to performance spiral, a structured process for embedding high-performance principles into daily work.

Program Details

Leading EDGE is an immersive one-week program designed to enhance the capabilities of local government managers, department directors and others who further leadership work in their organizations. The program will provide you with opportunities to gain personal insights, collaborative skills, and knowledge about the principles of high performance organizations (HPO Model) and thus enhance your leadership wherever you are in your organization. We hope you will have an enjoyable, memorable, and productive week with us.

Specific Information

Program Location

The Leading EDGE program is located at the University of Kansas in Lawrence, Kansas. The September session will be held on KU's Campus and travel to locations adjacent to Lawrence throughout the week.

Flight Details - Kansas City International Airport

Kansas City International Airport is the closest airport to Lawrence, Kansas. <https://flykc.com/>

Please ensure that your flights arrive on the first day in time for our Opening Reception held from 7:30 to 9:00 pm.

Also, please ensure that your return flight travel plans leave after 1:00 pm on the final day.

Transportation To and From Kansas City International Airport



The room block is located at the Oread Hotel, 1200 Oread Ave Lawrence, KS 66044. We recommend two travel options from Kansas City International:

1. Uber and Lyft are great options as once you arrive at the hotel you will not need additional transportation (unless you want to go downtown for dinner on your own nights). Rates Vary based on availability
2. Rent a Car - If you want to explore more of Kansas City, this may be your best option. <https://flykc.com/>

Hotel Information



Participants are encouraged to stay within our hotel room block.

For the September session, our room block is located at the Oread Hotel, 1200 Oread Ave Lawrence, KS 66044.

Book your group rate for Leading EDGE: [KU Leading EDGE Program](#).

Event Summary:Leading EDGE

Start Date:Friday, September 18, 2026

End Date:Friday, September 25, 2026

Hotel(s) offering your special group rate:

- The Oread Hotel for 209.00 USD per night - Last Day to Book: August 19th, 2026

Meals Included



September Session:

September 18 - First Night Reception - Heavy Appetizers

September 19 - Breakfast & Lunch

September 20 - Breakfast, Lunch, & Dinner

September 21 - Breakfast & Lunch

September 22 - Breakfast, Lunch, & Dinner

September 23 - Breakfast, Lunch, & Dinner

September 24 - Breakfast & Lunch

September 25 - Breakfast

Benefits of the Leading EDGE - High Performing Organizations



-
- **Improved Public Service Delivery:** HPO training ensures that participants are better equipped to lead their teams in delivering high-quality services to the public, leading to increased citizen satisfaction.
 - **Enhanced Accountability and Transparency:** Training focused on HPO frameworks improves participants' understanding of accountability mechanisms, leading to more transparent and responsible governance.
 - **Fostering a Culture of Continuous Improvement:** HPO training encourages a mindset of continuous improvement, driving ongoing enhancements in processes and outcomes within the organization.
 - **Increased Employee Engagement and Motivation:** HPO training programs emphasize strategies for employee involvement and empowerment, leading to higher levels of engagement and motivation among public sector workers.
 - **Strengthened Leadership and Strategic Alignment:** HPO training workshops offer approaches to develop leadership capabilities at all levels, helping to ensure that organizational goals are clearly communicated and effectively implemented.
 - **Successful Change Leadership:** HPO-focused training prepares participants to successfully lead organizational changes, creating smoother transitions and more resilient operations in the face of evolving public demands and challenges.
 - **Greater Stability in Staffing:** Training in HPO approaches enhances participants' abilities in seeing where they can act to influence the organization and create better outcomes. This can strengthen job satisfaction and commitment to the organization.

-
- **Enhanced Skill Development:** Participants gain advanced skills and knowledge, empowering them to perform their roles more effectively and confidently.
 - **Increased Career Advancement Opportunities:** Participation in HPO training can make individuals more competitive for promotions, strengthen commitment, and accelerate career growth within the organization.
 - **Greater Job Satisfaction:** By aligning their work with HPO principles, participants often experience increased job satisfaction as they are better able to see the tangible impact of their contributions to the organization's success.
 - **Improved Problem-Solving Abilities:** HPO training workshops emphasize critical thinking and innovative approaches, enhancing participants' abilities to tackle challenges and develop creative solutions.
 - **Stronger Professional Networks:** Training sessions provide opportunities to connect with colleagues across the country who work in local government, fostering collaboration and the development of a supportive professional network.
 - **Increased Job Security:** Employees who are well-trained and aligned with HPO practices are often seen as valuable assets to the organization.

Session Information: LEADING_EDGE_SEPT26497

Schedule: Every day, starting on 09/18/26 and ending on 09/25/26

Times: 08:00am-05:00pm CDT

 [Hide Full Schedule](#) |  [Add to my Calendar](#)

Meeting Date	Start Time	End Time
Friday, September 18, 2026	08:00am	05:00pm
Saturday, September 19, 2026	08:00am	05:00pm
Sunday, September 20, 2026	08:00am	05:00pm
Monday, September 21, 2026	08:00am	05:00pm
Tuesday, September 22, 2026	08:00am	05:00pm
Wednesday, September 23, 2026	08:00am	05:00pm
Thursday, September 24, 2026	08:00am	05:00pm
Friday, September 25, 2026	08:00am	05:00pm

Price: Early Registration Rate (Ends August 7th) : \$4000.00

Instructors

Name	Additional Resources
Kristi Northcutt	

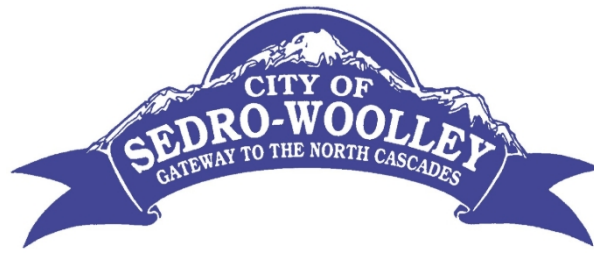
Facility Detail

Kansas Memorial Union

Kansas Memorial Union 5th Floor

1301 Jayhawk Blvd

Lawrence, KS 66045



City Council Agenda Item

Agenda Item No.: e.5.

Date: August 26, 2026

From: Charlie Bush, City Administrator

Subject: Out of State Travel - ICMA Conference - City Administrator Charlie Bush

RECOMMENDED ACTION:

Motion to approve out of state travel for City Administrator Charlie Bush to attend the ICMA Conference in Long Beach, California.

BACKGROUND/SUMMARY INFORMATION:

Under Council policy, staff are required to seek Council approval for out-of-state travel.

Whenever feasible, in addition to state conferences, the City Administrator will seek to attend the International City/County Management Association (ICMA) annual conference. ICMA is the professional association for city and county managers. Attendance at the conference contributes to the 40 hours of annual professional development required to maintain his status as a Credentialed Manager through ICMA. The conference this year is on the West Coast, in Long Beach, CA. It runs from Saturday, October 17 through Wednesday, October 21. The conference draws thousands of attendees and is an incredible place to mine leading practices and new approaches in municipal government, besides the incredible networking that it provides. More information is available at:

<https://conference.icma.org/>

Relevant sections of the City Administrator's employment contract related to conference attendance are:

Section 7: General Business Expense

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer at national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Educational Incentive. Subject to approval of the Mayor on a case by case basis, the Employer agrees to budget and pay for courses in the applicable areas of management at an accredited institution of higher learning to continue the professional development of the Employee, and to enable the Employee to maintain good standing as a Credentialed Manager — International City/County Management Association (ICMA-CM).

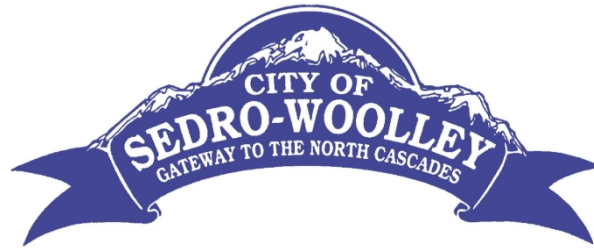
D. Subject to the approval of the Mayor on a case-by-case basis, Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

FISCAL IMPACT, IF APPROPRIATE:

Funds are budgeted for attendance at this conference. The estimated total cost of attendance is \$2,500.

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: e.6.

Date: August 26, 2026

From: Charlie Bush, City Administrator

Subject: Interlocal Agreement 2024-177, Amendment 2 - Skagit County - Senior Services

RECOMMENDED ACTION:

Motion to authorize Mayor Kesti to execute Amendment 2 to Interlocal Agreement 2024-177, an agreement between the City of Sedro-Woolley and Skagit County for senior services.

BACKGROUND/SUMMARY INFORMATION:

Amendment 1 of this interlocal agreement, approved by the County and City Council earlier this summer, transitioned management of the senior center from the County to the City. Amendment 2 transfers the Automated External Defibrillator (AED) in the building from the County to the City.

FISCAL IMPACT, IF APPROPRIATE:

There is a minor cost of maintenance. This AED will be maintained in accordance with the other AEDs within the City.

ATTACHMENTS:

1. 2024-177-ILA - Sedro-Woolley and SC Agmt - Senior Services
2. 2026-282- ILA SW Senior Services 25-26 Amendment #1
3. C20240714 Amendment 2 City of Sedro Woolley 8.13.26

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN
Skagit County
AND
The City of Sedro-Woolley

SKAGIT COUNTY
Contract # C20240714
Page 1 of 4

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

1. **PURPOSE:** The County operates a Senior Services Program, within the Skagit County Public Health Department, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide administrative and professional services to the City; said services to consist primarily of the following Program Services for seniors:

A. **Nutritional Services**

1. **Congregate meals:** Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. **Home-delivered meals:** Individuals over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center congregate meal service may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual assessments are conducted to re-evaluate eligibility.
3. **Liquid Meal Supplement:** The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers available to older adults. Ensure Plus is a high-calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions will be kept on file with the nutrition program and must be renewed every 6 months.

B. Senior Center Program Services

1. The County provides comprehensive Senior Service programs at community focal points where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local senior citizens in the formulation of programs.

C. Senior Center Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1st, 2025 through December 31st, 2026.

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)**. 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, 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.

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

- 5.1 The County's representative shall be the Senior Program Manager.
- 5.2 City's representative shall be Charlie Bush.

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

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. **OTHER PROVISIONS:**

- A. **REPORTS:** County reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in senior service programs.
- B. **AUDITS:** The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

City of Sedro-Woolley:

DocuSigned by:

Julia Johnson, Mayor

Date November 26th, 2024

Julia Johnson

Print Name

Mailing Address:

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

DATED this 26th day of November, 2024.

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

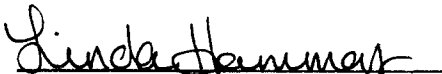

Peter Browning, Chair

ABSENT

Lisa Janicki, Commissioner


Ron Wesen, Commissioner

Attest:


Linda Hammar
Clerk of the Board

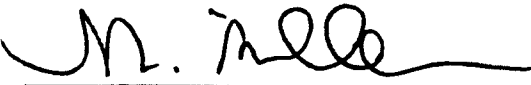
For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

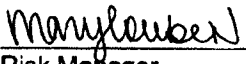

Department Head

County Administrator

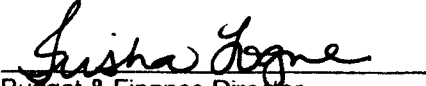
Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

**AMENDMENT # 1
ORIGINAL AGREEMENT # C20240714**

The 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:

1. Item #2 "RESPONSIBILITIES" shall be removed and replaced as follows:

RESPONSIBILITIES: It is agreed between the parties that during the effective term of this Agreement, Senior Center operations and Senior Nutrition services shall be provided as follows:

A. January 1, 2025 – June 30, 2026

The County shall provide both Senior Center operations and Senior Nutrition Program services, consisting primarily of the following:

1. Senior Nutrition Services

a. **Congregate Meals:** Hot, nutritionally balanced noon-time meals shall be served at the Senior Center.

b. **Home-Delivered Meals:** Individuals age 60 and older who are homebound and unable to prepare meals for themselves or attend congregate meal services may receive meals delivered to their homes. Meal delivery may be temporary or ongoing based on individual needs. Initial assessments and annual reassessments shall be conducted to determine eligibility and service needs.

c. **Nutrition Supplements:** Nutritional supplements may be made available to eligible older adults in accordance with program requirements and applicable medical authorization procedures.

2. Senior Center Program Services

The County shall provide comprehensive senior services and activities designed to support the independence, dignity, health, and community involvement of older adults. The Senior Center Coordinator shall work with local Senior Advisory Boards and community stakeholders to assess needs and develop programs and activities responsive to local seniors.

B. July 1, 2026 – July 31, 2026

The County shall continue to provide Senior Center staffing and operations during this transition period. Senior Nutrition services, including congregate meals and home-delivered meals, shall transfer to Skagit Council on Aging effective July 1, 2026. During this period, the County's responsibilities shall be limited to operation of the Senior Center facility, coordination of center activities and programs, and staffing necessary to support Senior Center operations. Services under this Agreement shall promote social engagement, health and wellness, independence, and access to community resources.

C. August 1, 2026 – December 31, 2026

The City shall assume Senior Center staffing and operations, including management of center activities, programming, facility oversight, and staffing. The County shall have no responsibility for Senior Center operations during this period. The City will provide social, educational, and

enrichment opportunities designed to enhance the quality of life of older adults and support healthy aging

D. Senior Center Operating Hours

Unless otherwise agreed by the parties, Senior Center operating hours shall be:

Monday through Friday, 8:00 a.m. to 4:00 p.m.

- 2. Item #4 "MANNER OF FINANCING" shall be removed and replaced as follows:**

MANNER OF FINANCING:

1. **For calendar year 2025**, the County shall provide Senior Center operations and Senior Nutrition services in accordance with this Agreement. In consideration of these services, the City shall pay the County Twenty-Two Thousand Seven Hundred Ninety-One Dollars (\$22,791.00). The City may remit payment in quarterly installments or may pay the full annual amount at the beginning of the year.
2. **For calendar year 2026**, the parties acknowledge that responsibility for Senior Center operations and Senior Nutrition services will transition during the year as described in this Agreement.

From January 1, 2026, through July 31, 2026, the City shall pay the County the sum of Twelve Thousand Five Hundred Ninety-Two Dollars (\$12,592.00), consisting of:

1. Eleven Thousand Six Hundred Twenty-Three Dollars (\$11,623.00) for Senior Center and nutrition services provided from January 1, 2026, through June 30, 2026; and
2. Nine Hundred Sixty-Nine Dollars (\$969.00) for Senior Center operations provided during July 2026.

Effective August 1, 2026, the City shall assume responsibility for Senior Center staffing and operations through December 31, 2026. The parties agree that:

1. The County will provide funding to the City at the level the County would have expended if the County were providing staffing and programming.
 - a. The County would have funded a full-time Senior Center Coordinator and on-call staff for Coordinator leave LESS the city contribution to the County for senior center staffing and programming.
 - b. The County would have expended **Forty-One Thousand Four Hundred Seven Dollars (\$41,407.00)** for Senior Center staffing and operations from August 1 through December 31, 2026.
 - c. The City would have paid the County **Four Thousand Eight Hundred Forty-Three Dollars (\$4,843.00)** as a contribution to the cost of Senior Center operations provided from August 1 through December 31, 2026.

- d. Net County contribution to the City for Senior Center staffing and operations August 1 - December 31, 2026 is **Thirty-Six Thousand Five Hundred Sixty-Four Dollars (\$36,564)**.
2. The County will pay the City **Thirty-Six Thousand Five Hundred Sixty-Four Dollars (\$36,564)** for Senior Center staffing and operations from August 1 through December 31, 2026.

The parties acknowledge that the City has already remitted payment to the County for the first quarter of 2026 in the amount of Five Thousand Eight Hundred Eleven dollars and Fifty Cents (\$5,811.50.) Rather than requiring separate payments for 2026, the parties agree to offset these amounts. After applying the offset, the County shall pay the City the net amount of **Twenty-Nine Thousand Seven Hundred Eighty-Three Dollars and Fifty Cents (\$29,783.50)**.

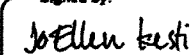
The County shall issue payment of the net amount due to the City within thirty (30) days following execution of this Agreement, or within thirty (30) days of receiving an invoice from the City, whichever occurs later.

The County has established GL Code(s) 118-Various, and any other GL codes necessary, which shall be included on all billings, invoices, and correspondence associated with this Agreement.

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

Date: December 31st, 2026.

City of Sedro-Woolley



0A6A5740B72AA31
JoEllen Kesti, Mayor

Mailing Address:

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

DATED 25th day of June, 2026.

Signed by Skagit County
Commissioners : July 13, 2026

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



Ron Wesen, Chair

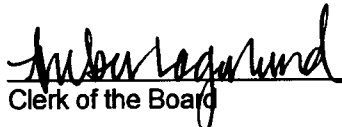


Peter Browning, Commissioner



Joe Burns, Commissioner

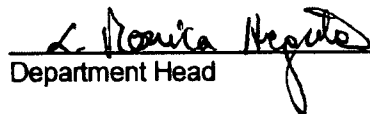
Attest:



Clerk of the Board

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

Recommended:



Department Head

County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

AMENDMENT #2
ORIGINAL AGREEMENT #C20240714

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

TERMS OF AMENDMENT:

As additional consideration for City services, County transfers ownership to City the following equipment to be used for emergency medical services within Skagit County:

Cardia Science Powerheart G5, serial number D00000155295, manufactured date 10/16/2019
1 G5 battery, manufactured date 2/20/2024
1 set adult pads, expiration date 9/28/2026
1 set pediatric pads, expiration date 6/28/2028
1 AED case
1 AED cabinet
1 Stop the Bleed Kit

Transferred equipment does not include AED license, medical oversight, or training.

Equipment is being provided as is without any warranties as to condition, fitness or merchantability. City shall have the obligation to inspect the transferred property before use.

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

Date: _____, 2026.

City of Sedro-Woolley:

Signature of Authorized Signatory

Print name

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this ____ day of _____, 2026.

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

Ron Wesen, Chair

Peter Browning, Commissioner

Attest:

Joe Burns, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

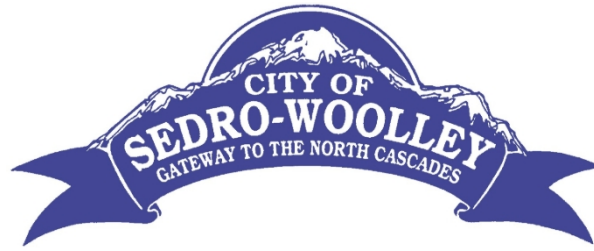
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Item

Agenda Item No.: f.1.

Date: August 26, 2026

From: Dan McIlraith, Police Chief

Subject: Swearing In - Animal Control / Code Enforcement Officer Zabrina Nybo

RECOMMENDED ACTION:

The swearing in of Zabrina Nybo as Animal Control / Code Enforcement Officer.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 20260820144616100

STATE OF WASHINGTON,

}

}

County of Skagit

}

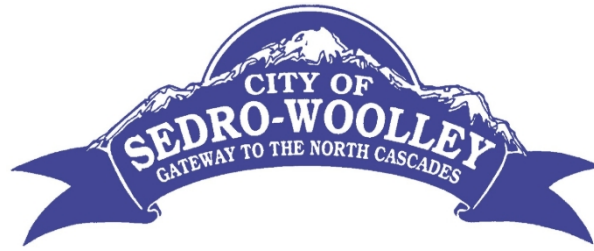
OATH OF OFFICE

I, Zabrina Nybo, do solemnly swear that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully and impartially perform the duties of Animal Control / Code Enforcement Officer in and for the City of Sedro-Woolley, Skagit County, Washington, as such duties are prescribed by law, so help me God.

Zabrina Nybo

Subscribed and sworn to before me this 26th day of August 2026.

JoEllen Kesti, Mayor



City Council Agenda Item

Agenda Item No.: i.1.

Date: August 26, 2026

From: JoEllen Kesti, Mayor, Charlie Bush, City Administrator

Subject: Proclaiming Sedro-Woolley a Purple Heart City

RECOMMENDED ACTION:

N/A, this is a proclamation from the Mayor

BACKGROUND/SUMMARY INFORMATION:

Mayor Kesti is proclaiming Sedro-Woolley a Purple Heart City. Background is attached. Robert Olivarez Jr., Past National Commander of the Military Order of the Purple Heart of the USA, will be in attendance.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. Sedro-Woolley - Purple Heart City Proclamation

CITY OF SEDRO-WOOLLEY

Sedro-Woolley, Washington

PROCLAMATION

In Recognition of Sedro-Woolley as a Purple Heart City

WHEREAS, the City of Sedro-Woolley has a proud and enduring tradition of supporting members of the United States Armed Forces, our veterans, and their families, who have served and sacrificed in defense of the freedoms enjoyed by every American; and

WHEREAS, the Purple Heart Medal is the oldest military decoration in present use, originally created as the Badge of Military Merit by General George Washington in 1782, and was the first award made available to the common soldier; and

WHEREAS, the Purple Heart Medal is awarded in the name of the President of the United States to members of the Armed Forces of the United States who have been wounded in combat, or who have made the ultimate sacrifice and given their lives in action against a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among combat-wounded veterans and their families, to promote patriotism, to support legislative initiatives, and to ensure that the sacrifices of our military service members are never forgotten; and

WHEREAS, the City of Sedro-Woolley is home to veterans of every era, including combat-wounded veterans and Purple Heart recipients, and recognizes the courage, dedication, and selfless service represented by the Purple Heart Medal; and

WHEREAS, National Purple Heart Day is observed annually on August 7 to honor the brave men and women who have been wounded or killed while serving in the United States military, and to remember and honor all Purple Heart recipients; and

WHEREAS, the City of Sedro-Woolley wishes to express its profound appreciation, gratitude, and respect for all military veterans, combat veterans, Purple Heart recipients, and the families who support them, and to formally join the growing number of communities standing as Purple Heart Cities;

NOW, THEREFORE, BE IT PROCLAIMED that I, JoEllen Kesti, as Mayor of the City of Sedro-Woolley do hereby recognize the City of Sedro-Woolley as a PURPLE HEART CITY, honoring the service and sacrifice of all members of the United States Armed Forces who have been wounded or killed in combat, and recognizing all Purple Heart recipients, past, present, and future, together with the families who support them.

BE IT FURTHER RESOLVED that the City of Sedro-Woolley calls upon its residents, businesses, schools, and civic organizations to:

- Recognize the contributions and sacrifices of Purple Heart recipients and the courage they have shown in defense of our Nation;
- Observe National Purple Heart Day on August 7 each year through appropriate ceremonies, educational programs, and acts of remembrance;
- Support combat-wounded veterans, their families, and Gold Star families through community engagement and service;
- Promote awareness of the history and meaning of the Purple Heart Medal among all generations of Sedro-Woolley residents;
- Show all Purple Heart recipients the lasting honor, gratitude, and welcome they have earned in our community.

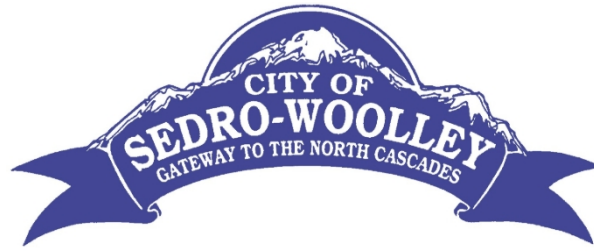
PROCLAIMED by the Mayor on this 26th day of August, 2026.

CITY OF SEDRO-WOOLLEY

ATTEST:

By _____
JoEllen Kesti, Mayor

By _____
Kelly Kohnken, City Clerk



City Council Agenda Item

Agenda Item No.: m.1.

Date: August 26, 2026

From: JoEllen Kesti, Mayor, Kelly Kohnken, Finance Director / City Clerk, Charlie Bush, City Administrator

Subject: Resolution 1186-26 - Donation Acceptance - Burlington Senior Center Advisory Board

RECOMMENDED ACTION:

Motion to approve Resolution 1186-26 accepting a donation of \$5,000 from the Burlington Senior Center Advisory Board.

BACKGROUND/SUMMARY INFORMATION:

Sedro-Woolley Municipal Code 2.96.010 outlines the guidelines for accepting donations: "The city financial officer may accept donations of money to the city which are for a restricted use or are conditional, only with prior approval of the city council; provided, these donations may be received and held pending such approval when, in the judgment of the financial officer, it is in the best interests of the city to do so."

The attached resolution accepts a \$5,000 donation from the Burlington Senior Center Advisory Board to finance the procurement, engineering, installation, and associated infrastructure costs of connecting the Sedro-Woolley Senior Center (located at 715 Pacific Street) to high-speed fiber optic internet broadband.

The donation will be coded to 367.00.00.569 Donation to Senior Center from Burlington SC Advisory Board.

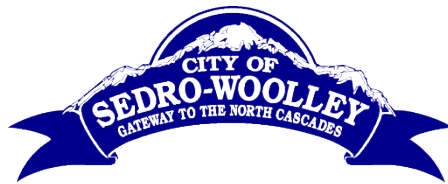
The related expenditures will be tracked at 569.00.49.012 Fiber Optic Internet - Donation from Burlington SC Advisory Board.

FISCAL IMPACT, IF APPROPRIATE:

\$5,000

ATTACHMENTS:

1. Resolution 1186-26_Accept Donation_Senior Center
2. Donation letter to city of SW



RESOLUTION NO. 1186-26

A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY ACCEPTING A DONATION OF \$5,000 FROM THE BURLINGTON SENIOR CENTER ADVISORY BOARD.

WHEREAS, Revised Code of Washington (RCW) 35.21.100 authorizes cities and towns to accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, if within the powers grants by law, and

WHEREAS, The Burlington Senior Center Advisory Board has generously offered to donate five thousand dollars (\$5,000) to the City of Sedro-Woolley, and

WHEREAS, the donation is restricted for the purpose to finance the procurement, engineering, installation, and associated infrastructure costs of connecting the Sedro-Woolley Senior Center (located at 715 Pacific Street) to high-speed fiber optic internet broadband, and

WHEREAS, the City Council of Sedro-Woolley believes that acceptance of this donation is in the best interest and welfare of the community.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY AS FOLLOWS:

The City Council hereby formally accepts the generous donation of five thousand dollars (\$5,000) from the Burlington Senior Advisory Board.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 26th day of August 2026.

JoEllen Kesti, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Dan Curtis, City Attorney



Burlington Senior Center Advisory Board

1011 Greenleaf Ave

Burlington WA 98233

July 28, 2026

City of Sedro-Woolley Administration & City Council

325 Metcalf Street

Sedro-Woolley, WA 98284

RE: Restricted Monetary Gift for Sedro-Woolley Senior Center Fiber Optic Project

Dear Honorable Mayor and Members of the City Council,

On behalf of the Burlington Senior Center Advisory Board, I am pleased to inform you of our intent to make a charitable contribution to the City of Sedro-Woolley in the amount of \$5,000.00

Pursuant to Revised Code of Washington (RCW) 35A.11.010, which grants code cities the explicit authority to accept monetary gifts and grants for municipal and public purposes, we are submitting this offer for formal acceptance by the City Council.

This donation is strictly conditional and restricted to the following public purpose:

1. **Restricted Use:** The entirety of these funds must be used exclusively to finance the procurement, engineering, installation, and associated infrastructure costs of connecting the Sedro-Woolley Senior Center (located at 715 Pacific Street) to high-speed fiber optic internet broadband.

2. Tax Treatment: This gift is made to a government entity exclusively for a public purpose under Internal Revenue Code Section 170(c)(1).
3. Segregation of Funds: We request that these funds be placed in a restricted municipal account or specifically earmarked line item within the appropriate city fund, ensuring they are not commingled with the city's general operating budget for unrelated expenses.
4. Project Execution: We understand that the implementation of this project will be managed by the City of Sedro-Woolley in accordance with standard municipal bidding and public procurement policies.

Please advise us once this matter has been placed on the City Council's agenda for formal approval via resolution. Following the Council's affirmative vote to accept the gift with these specific restrictions, we will promptly issue a check payable to the City of Sedro-Woolley.

Thank you for your leadership and your ongoing dedication to enhancing infrastructure and connectivity for the seniors in our community.

Sincerely,

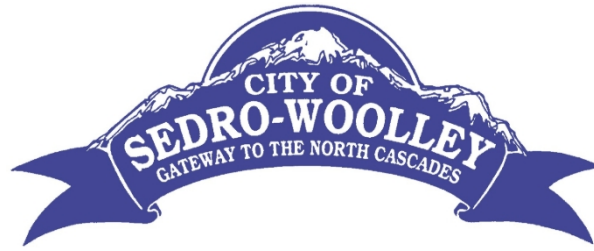
Sue Curtis

Sue Curtis, Treasurer

Burlington Senior Center Advisory Board

(360) 708-9212

suecurtis1952@gmail.com



City Council Agenda Item

Agenda Item No.: m.2.

Date: August 26, 2026

From: Thomas Glover, Community Development Director

Subject: Ordinance 2113-26 - Temporary Moratorium on Data Centers - 1st Read

RECOMMENDED ACTION:

First reading only, no recommended action.

BACKGROUND/SUMMARY INFORMATION:

With the surge in the number of data centers popping up around the nation, communities have become faced with uncertainty regarding the long-term impact of this trend upon local resources. If approved, Ordinance No. 2113-26 would establish a temporary moratorium on the receipt of applications for data center projects for a period of six-months. This moratorium may be renewed/extended by City Council should it deem it necessary as directed in Section No. 8 of the ordinance. This will give time for the City to craft permanent regulations to address the potential risks posed by newly emerging data center technologies. It's anticipated that new data centers will have impacts on the area's natural resources, including water, energy, environmental waste, noise, and land, among others. During this interim period, City staff will develop recommended alternatives for consideration by the Planning Commission and City Council which may include land use map amendments, and zoning code revisions.

FISCAL IMPACT, IF APPROPRIATE:

None identified at this time.

ATTACHMENTS:

1. Temporary Moratorium - Data Centers

CITY OF SEDRO-WOOLLEY
Sedro-Woolley, Washington

ORDINANCE No. 2113-26

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTED PURSUANT TO RCW 35A.63.220 AND 36.70A.390; IMPOSING A TEMPORARY SIX (6) MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF PROJECT PERMIT APPLICATIONS FOR MAJOR DATA CENTER PROJECTS; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, major data center projects pose new and emerging concerns for public health, safety, and general welfare; and

WHEREAS, for the purposes of this ordinance, “Data Center” is defined as one or more facilities to house computing and networking equipment, along with storage and management systems, to support the storage, processing, retrieval, and distribution of digital data and applications, and

WHEREAS, human activity has become increasingly dependent on rapidly expanding digital computing and storage capacity, creating significant economic interest in the development of Data Centers; and

WHEREAS, Data Centers require large amounts of land and energy, can consume significant quantities of cooling water, and can generate substantial volumes of wastewater. Operations involve noise and other environmental impacts. As a result, data centers can place substantial demands on municipal infrastructure and services, requiring careful evaluation of utility capacity, environmental impacts, and long-term land use compatibility.

WHEREAS, the City of Sedro-Woolley is located directly adjacent to the Skagit River; and

WHEREAS, the Skagit River is the third largest river on the West Coast of the United States; and the City of Sedro-Woolley has a moderate to high risk from flooding; and

WHEREAS, the Skagit River is a unique and important river system and the only river in Washington that supports all five species of Pacific salmon; and

WHEREAS, the Skagit River supports six populations of Chinook salmon listed as threatened under the Endangered Species Act (ESA); and

WHEREAS, the culture, reputation, and economic well-being of the City of Sedro-Woolley is linked to the Skagit River and its bald eagles, steelhead trout and salmon, scenic beauty, and recreation opportunity; and

WHEREAS, under the Growth Management Act, the State Environment Policy Act and Shoreline Master Program, the residents and business owners of Sedro-Woolley have gone to considerable lengths to preserve and limit the City’s overall environmental impact on the Skagit River basin and to protect the integrity of the local environment; and

WHEREAS, the City of Sedro-Woolley Comprehensive Plan requires the protection of neighborhoods from industrial contamination, fire hazards, and other harmful impacts by restricting potentially hazardous industrial uses within or near residential areas; and

WHEREAS, Sedro-Woolley Municipal Code Title 17 does not currently contain a definition or regulatory standards for data centers; and

WHEREAS, review of the City's Comprehensive Plan and municipal code to address land use policy and zoning considerations is needed to identify and mitigate adverse impacts to the City's infrastructure capacity, and the environmental risk posed to the Skagit River System, and the public health, safety, and welfare, by major data center development in the City; and

WHEREAS, the review and possible editions and revisions to municipal code and standards will take considerable time to complete; and

WHEREAS, this moratorium will enable the City to develop code revisions and deliver recommended alternatives to the City Council that reflect the character and priorities of Sedro-Woolley before development decisions that do not reflect the City Council's vision are made; and

WHEREAS, only vested projects that are currently under construction or have already filed complete permit applications and specifically identified excluded projects may proceed with development during the moratorium period; and

WHEREAS, the moratorium imposed herein is necessary for the protection of public health, safety, property, and welfare. A public emergency exists requiring that the City's moratorium become effective immediately upon adoption; and

WHEREAS, this action is consistent with the State Environmental Policy Act (SEPA) provisions under WAC 197-11-880 regarding emergency actions.; and

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

The Sedro-Woolley City Council adopts the foregoing findings of fact, finding further as follows:

1. The municipal code currently in effect does not adequately ensure the protection of the public health, safety, and general welfare from the risk posed by some newly emerging data center technologies, especially in the likely event of flood drought or wildfire.
2. The Skagit Wild and Scenic River System established by Congress in 1978 includes 158.5 miles of the Skagit River and its tributaries. Management of the Skagit Wild and Scenic River is consistent with the Wild and Scenic Rivers Act Section 10(a) direction to protect and enhance the values that caused the Skagit Wild and Scenic River to be included in the National Wild and Scenic Rivers System.
3. Sedro-Woolley intends to develop permanent regulations to address the risk posed by newly emerging data center technologies.
4. RCW 36.70A.390 authorizes the City Council to adopt moratoria, interim zoning ordinances, and interim official controls to preserve the *status quo* while new plans and regulations are being developed.
5. RCW 36.70A.390 and RCW 35A.63.220 permit the City Council to adopt such measures without notice and public hearing when deemed appropriate to promote the public health, safety, and

welfare, provided that the City holds a public hearing within sixty (60) days after the adoption of the interim ordinance; and

6. RCW 36.70A.390 states that a moratorium may be effective for not longer than six months but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period.
7. RCW 36.70A.390 and RCW 35A.63.220 state that a moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

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

Section 1. Findings. The City of Sedro-Woolley adopts the recitals as Findings of Fact in support of the moratorium imposed by this ordinance.

Section 2. Moratorium Imposed. Unless expressly excluded or otherwise vested as outlined in Section 3 of this ordinance, the City hereby imposes a temporary moratorium for those properties requesting the following permit applications:

Permit Applications or land use applications for major data center development projects that involve the construction of a physical room, building or facility that houses Information Technology infrastructure for building, running, and delivering applications and services, including the storage and management of the data associated with those applications and services.

Section 3. Effect Upon Vested Rights. The moratorium imposed under Section 2 of this ordinance shall apply prospectively and shall operate to prevent acceptance and processing of any permit applications submitted after the effective date hereof. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe upon any permit applicant's vested development rights – as defined by Washington State law and City of Sedro-Woolley regulations – provided such permit applicant has filed a complete permit application before the effective date hereof.

Section 5. Public Hearing. Pursuant to RCW 35A.63.220 and 36.70A.390, a public hearing on the moratorium imposed under Section 2 of this ordinance is hereby scheduled for _____ or as soon thereafter as it can be heard, in the City Council Chambers of Sedro-Woolley City Hall. The City Clerk is authorized and directed to provide public notice of said hearing in accordance with applicable City standards. The City Council may, in its discretion, adopt additional findings of fact at the conclusion of said hearing.

Section 6. Interpretative Authority. The City of Sedro-Woolley Community Development Director, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 8. Declaration of Emergency; Effective Date; Duration. Based upon the findings enumerated in Section 1 of this ordinance, the City Council declares a public emergency necessitating an immediate effective date of the moratorium imposed hereunder. Said moratorium shall take effect immediately and shall remain effective for six (6) months unless terminated earlier by the City Council. PROVIDED, that the City Council may, in its sole discretion, renew said moratorium for one year in conjunction with a work plan or (1) or more six (6) month periods in accordance with Washington State law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City of Sedro-Woolley.

ADOPTED by the City Council and **APPROVED** by the Mayor this _____ day of _____, 2026.

CITY OF SEDRO-WOOLLEY

By _____
JoEllen Kesti, Mayor

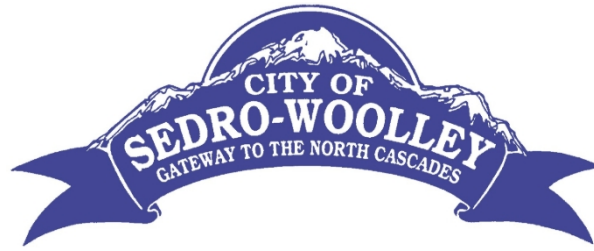
ATTEST:

By _____
Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

By _____
Dan Curtis, City Attorney

Date Published:



City Council Agenda Item

Agenda Item No.: m.3.

Date: August 26, 2026

From: Dan Curtis, City Attorney

Subject: Ordinance 2114-26 - Moratorium on Permit Applications For Major Utility Developments — 1st Read

RECOMMENDED ACTION:

First read only, no recommended action.

BACKGROUND/SUMMARY INFORMATION:

The municipal code currently in effect does not adequately ensure the protection of public health, safety and general welfare from the risk posed by some newly emerging energy technologies, especially in the likely event of a flood or wildfire. The City needs time to review its code to align with the Comprehensive Plan's updated policies. The City adopted a similar moratorium on October 9, 2024. During that time, the planning department was immersed in the Comprehensive Plan update process and it would not have been ideal to amend the development regulations prior to completion of the updated Comprehensive Plan. Since then, the Comprehensive Plan has been updated, and we are now in the implementation phase which involves the amendment of code language. This moratorium will give the planning department the time it needs to amend the municipal code.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Ordinance No. 2114-26 Imposing Moratorium on Major Utility Development

Ordinance 2114-26

**CITY OF SEDRO-WOOLLEY
Sedro-Woolley, Washington**

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTED PURSUANT TO RCW 35A.63.220 AND 36.70A.390; IMPOSING A TEMPORARY SIX (6) MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF PROJECT PERMIT APPLICATIONS FOR MAJOR UTILITY DEVELOPMENT PROJECTS THAT INVOLVE THE STORAGE OR GENERATION OF ELECTRICITY.

WHEREAS, the City of Sedro-Woolley is located adjacent to the Skagit River; and

WHEREAS, the Battery Energy Storage Systems that facilitate energy arbitrage and other ancillary services use lithium-ion batteries in large quantities, and high density; and

WHEREAS, lithium batteries pose long term environmental risks if submerged and ruptured; and

WHEREAS, under the Growth Management Act, the State Environment Policy Act and Shoreline Master Program, the residents and business owners of Sedro-Woolley have gone to considerable lengths to preserve and limit the City's overall environmental impact on the Skagit River basin and to protect the integrity of the local environment; and

WHEREAS, lithium batteries are volatile and prone to thermal runaway resulting in unique fire risk greater than that for which the city has previously had to prepare; and

WHEREAS, response to emergencies generally associated with energy storage facilities includes major evacuation efforts; and

WHEREAS, major energy development poses an untenable potential risk to the Skagit River System and the local environment, as well as to the public health, safety and general welfare, especially in the event of a wildfire; and

WHEREAS, creation and adoption of new municipal code sections, revision of the existing code, and creation and adoption of new safety and design standards is necessary to mitigate the aforementioned risk posed to the Skagit River System and the local environment, as well as to the public health, safety and welfare by major energy development in the City; and

WHEREAS, the aforementioned additions and revisions to municipal code and standards will take considerable time to complete; and

WHEREAS, the City needs additional time to consider major revisions to its municipal code and is undertaking this work as part of its comprehensive plan update; and

WHEREAS, this moratorium will enable the City to develop code revisions and deliver recommended alternatives to the City Council that reflect the character and priorities of Sedro-Woolley before development decisions that do not reflect the City Council’s vision are made; and

WHEREAS, only vested projects that are currently under construction or have already filed complete permit applications and specifically identified excluded projects may proceed with development during the moratorium period; and

WHEREAS, the moratorium imposed herein promotes the public good and is necessary for the protection of public health, safety, property, and welfare. A public emergency exists requiring that the City’s moratorium become effective immediately upon adoption; and

WHEREAS, the City was previously engaged in the completion of its periodic update of the comprehensive plan under the Growth Management Act; and

WHEREAS, the City has entered into the implementation phase of planning under the act and intends to implement code changes addressing the issue of major utility development;

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

The Sedro-Woolley City Council adopts the foregoing findings of fact, finding further as follows:

1. The municipal code currently in effect does not adequately protect the Skagit River System, its ESA-protected salmon, or the local environment from the risk posed by some newly emerging energy technologies, especially in the likely event of flood or wildfire.
2. Sedro-Woolley intends to develop permanent regulations to address the risk posed by newly emerging energy technologies.
3. RCW 36.70A.390 authorizes the City Council to adopt moratoria, interim zoning ordinances, and interim official controls to preserve the *status quo* while new plans and regulations are being developed.
4. RCW 36.70A.390 states that a moratorium may be effective for not longer than six months but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period.
5. RCW 36.70A.390 and RCW 35A.63.220 state that a moratorium, may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

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

Section 1. Declaration and Effective Date. There is hereby declared, beginning five (5) days from passage of this ordinance, a temporary six (6) month moratorium upon the receipt and processing of project permit applications for major utility development projects that involve the storage or generation of electricity

Section 1. Findings. The City of Sedro-Woolley adopts the recitals as Findings of Fact in support of the moratorium imposed by this ordinance.

Section 2. Effect Upon Vested Rights. The moratorium imposed by this ordinance shall apply prospectively and shall operate to prevent acceptance and processing of any Permit Applications submitted after the effective date hereof. Nothing in this ordinance shall be construed to extinguish, limit, or otherwise infringe upon any permit applicant's vested development rights – as defined by Washington State law and City of Sedro-Woolley regulations – provided such permit applicant has filed a complete Permit Application before the effective date hereof.

Section 3. Public Hearing. Pursuant to RCW 35A.63.220 and 36.70A.390, a public hearing on the moratorium imposed under Section 2 of this ordinance was held on August 26, 2026 at 6:00 p.m., in the City Council Chambers of Sedro-Woolley City Hall. The City Clerk is authorized and directed to provide public notice of said hearing in accordance with applicable City standards. The City Council may in its discretion adopt additional findings of fact at the conclusion of said hearing.

Section 4. Interpretative Authority. The City of Sedro-Woolley Development Services Director, or designee, is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

ADOPTED by the City Council and **APPROVED** by the Mayor this 9th day of September, 2026.

CITY OF SEDRO-WOOLLEY

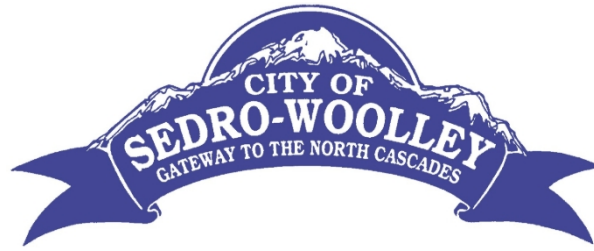
By _____
JoEllen Kesti, Mayor

ATTEST:

By _____
Charlie Bush, City Administrator

APPROVED AS TO FORM:

By _____
Dan Curtis, City Attorney



City Council Agenda Item

Agenda Item No.: m.4.

Date: August 26, 2026

From: Bill Bullock, Public Works Director

Subject: Easements - Jones/John Liner Railroad Undercrossing Project - Action Requested

RECOMMENDED ACTION:

Motion to authorize the Mayor, or designee, to execute easements and other purchase documents for temporary and permanent easements for the Jones/John Liner Railroad Undercrossing Project up to a combined total of \$30,000.

BACKGROUND/SUMMARY INFORMATION:

The Jones/John Liner Railroad Undercrossing Project will require temporary and permanent easements from seven property owners along the project corridor. City staff have worked to reduce property requirements and small permanent easements are only required at four locations where the project will be installing ADA (Americans with Disabilities Act) compliant ramps. The remaining easements are temporary to enable the City to tie in new improvements to existing ground conditions.

The first property agreement is ready to be executed, with the remaining six agreements expected throughout fall and winter 2026.

The attached spreadsheet and map shows locations, addresses and sizes of the temporary and permanent easements.

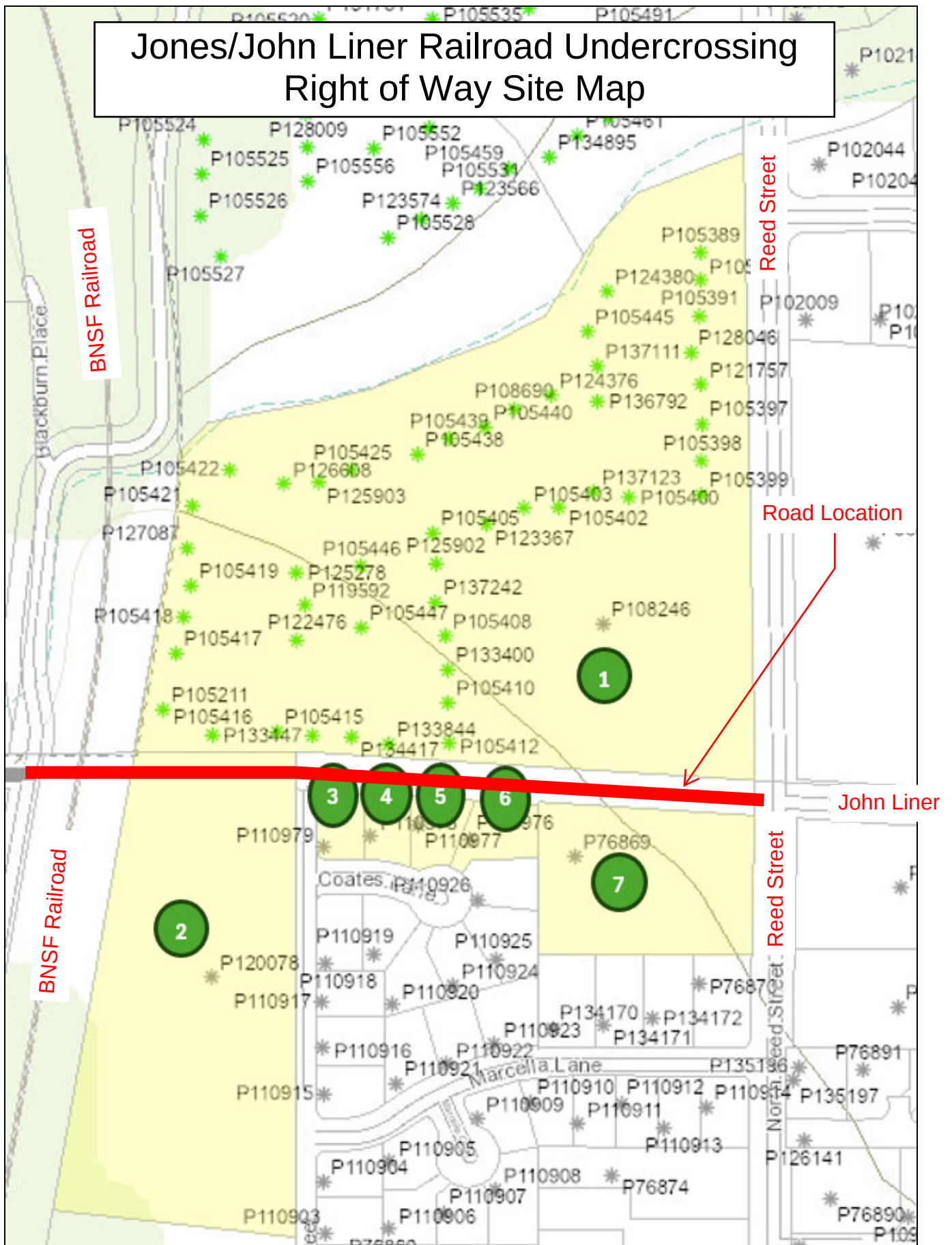
FISCAL IMPACT, IF APPROPRIATE:

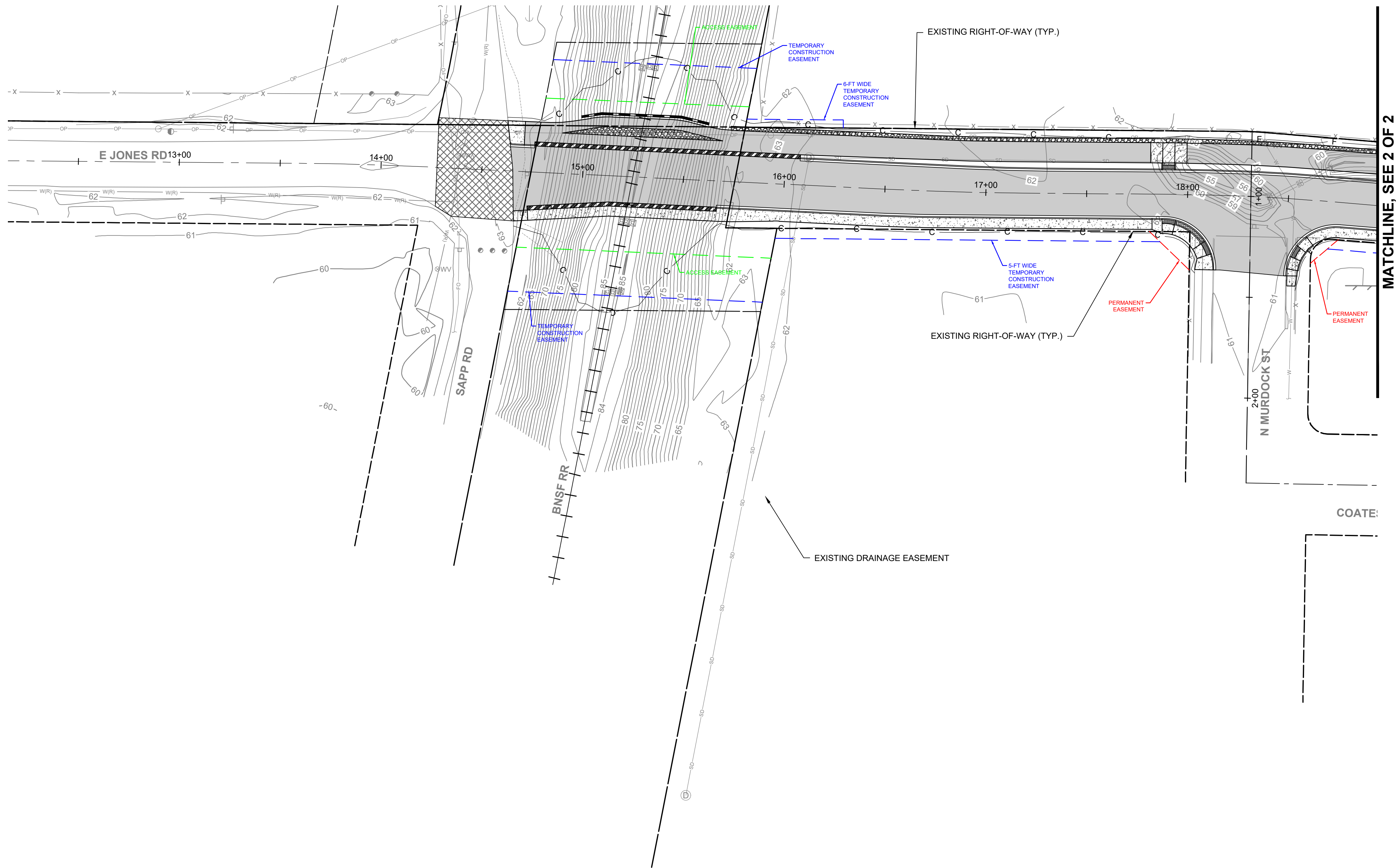
The estimated combined total of \$30,000 is funded from a grant from Transportation Improvement Board (TIB) at approximately 84.5%. The local City match is within the project budget and will come from transportation funding sources (REET, TBD, TIF).

ATTACHMENTS:

1. ROW Site Map
2. ROW Exhibit
3. ROW Parcel List

Jones/John Liner Railroad Undercrossing Right of Way Site Map





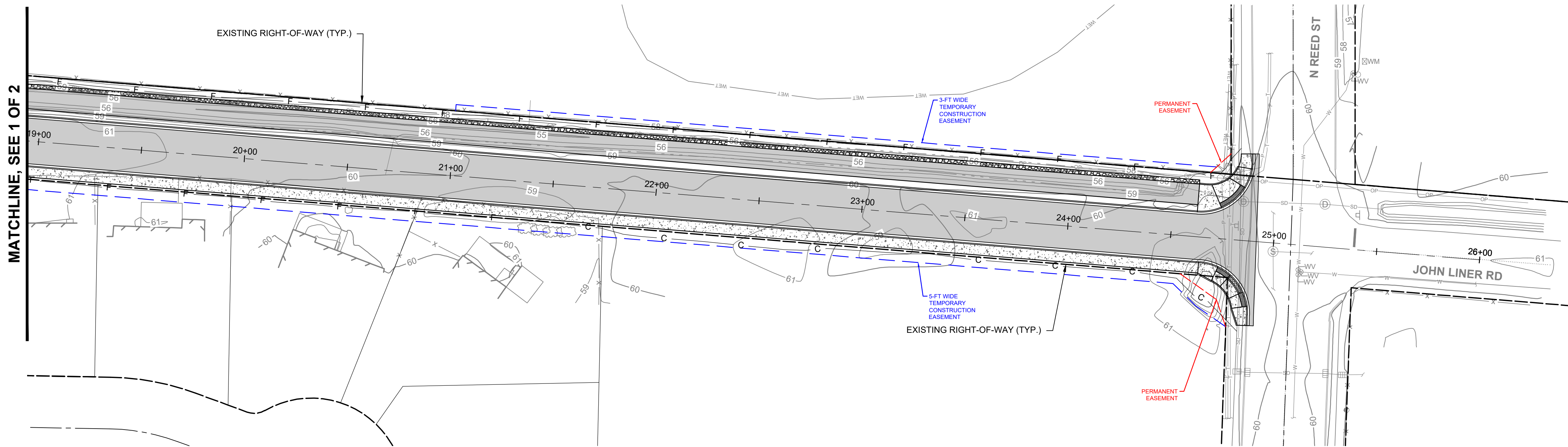
JONES/JOHN LINER RR UNDERCROSSING PROJECT



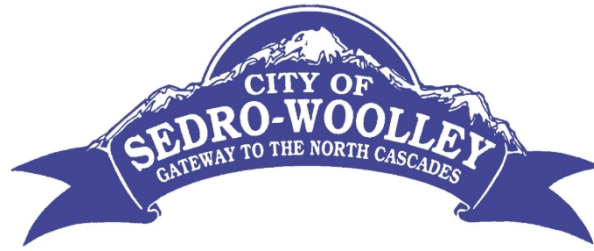
TCE ROLLPLOT

1 OF 2





Parcel	Tax Parcel No	Site Addressed	Temporary Construction Easement (square feet)	Permanent Easement (square feet)
1	P108246	600 North Reed Street	1323	50
2	P120078	Parcel not currently addressed	1024	189
3	P110979	301 Coates Lane	317	62
4	P110978	303 Coates Lane	325	0
5	P110977	305 Coates Lane	445	0
6	P110976	307 Coates Lane	455	0
7	P76869	314 North Reed Street	1788	187



City Council Agenda Item

Agenda Item No.: m.5.

Date: August 26, 2026

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement - SR20/Cascade Trail West Extension Phase 2A
- Action Requested

RECOMMENDED ACTION:

Motion to authorize Mayor or designee to execute a contract with Reichhardt & Ebe Engineering Inc. (R&E) for engineering for the SR20/Cascade Trail West Extension Phase 2A project in the amount not to exceed \$155,000 with minor contract changes as required by WSDOT.

BACKGROUND/SUMMARY INFORMATION:

This project was originally designed in-house by City Engineer David Lee and a previous consultant. The design is currently at 90%. Reichhardt & Ebe Engineering Inc. was selected under a competitive qualification process to finish the design. They will also be able to provide inspection and construction engineering services to manage the high Federal requirements during construction.

The project is partially federal funded through the Washington State Department of Transportation (WSDOT), and the contract is currently under WSDOT review.

Design and Right of Way activities will progress through 2026 and 2027 with construction scheduled in 2028.

FISCAL IMPACT, IF APPROPRIATE:

The engineering contract will be funded in the approximate amounts:
\$22,000 Federal Funds
\$52,000 Transportation Improvement Board (TIB)
\$81,000 Local transportation sources as budgeted (REET, TBD, TIF)

ATTACHMENTS:

1. Cascade Trail - Sedro Woolley - Draft Scope and Fee 08.19.26

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 2026-PS-03

Firm/Organization Legal Name (do not use dba's): Reichhardt & Ebe Engineering, Inc.		
Address 423 Front Street - Lynden, WA 98264	Federal Aid Number	
UBI Number 601 434 842	Federal TIN	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable: \$149,941.90

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See Attached Exhibit A

**EXHIBIT A Design
SR-20 Cascade Trail Phase 2A
SCOPE OF WORK
PLANS SPECIFICATIONS AND ESTIMATE**

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (CONSULTANT) shall provide professional services to the City of Sedro-Woolley (CITY) for the design completion, Right of Way (ROW) acquisition support, and related documents for the SR-20 Cascade Trail Phase 2A project. Work will include a shared use path, pre-fabricated pedestrian bridge, pedestrian ramps and crosswalks as needed, and related work. Minor drainage updates are anticipated. Minor water and service relocation and raising to grade is anticipated. Additionally, franchise utility coordination is anticipated.

The project design and construction is funded with Federal and local funds.

II. WORK ITEMS

1.0 – PROJECT ADMINISTRATION

Meetings

The CONSULTANT shall facilitate and conduct the meetings as described below. Assumptions as to the number of meetings conducted are indicated.

- 1) Kick-Off Meeting (1)
- 2) Franchise Utility Meetings (4)
 - a) 1 meeting with each of Puget Sound Energy, Skagit PUD, Ziply Fiber, and Cascade Natural Gas.
- 3) City Coordination Meetings (10)

Schedule

The CONSULTANT shall create a design schedule in Microsoft project to include deliverables by the CONSULTANT as well as CITY review timelines.

Progress Reports & Invoicing

The CONSULTANT shall submit monthly invoices to the CITY. As a part of the Invoicing the following task items will be performed.

- 1) Monitor Scope
- 2) Monitor Budget
- 3) Prepare Supporting Documentation for Invoice

Quality Control / Quality Assurance

The CONSULTANT shall implement a quality control/quality assurance program consisting of regular coordination meetings with CONSULTANT and Subconsultant staff, in-house review of design elements and contract documents as well as CITY review of design elements and contract documents.

Products and Deliverables:

- 1) Design Schedule
- 2) Status Reports
- 3) Monthly Invoices
- 4) Notes to Design File

2.0 – DESIGN SURVEY AND BASE MAP

Design survey and Base Map have been provided by the CITY to the CONSULTANT. The CONSULTANT will verify the ROW and property lines provided by the City to ensure accuracy for design and ROW acquisitions.

Base Map

The CONSULTANT will convert the project base map data provided by the CITY to its internal company drafting standards. The CONSULTANT will also field verify miscellaneous items on the basemap as needed.

It is assumed that the CITY will provide franchise or CITY owned utility as-builts needed to supplement the current basemap information, with minor coordination and assistance by the CONSULTANT.

Products and Deliverables:

- 1) Update digital base map as noted above.

3.0 – RIGHT OF WAY

The CONSULTANT shall perform tasks supporting CITY efforts as described in this section. If other elements of work, other than those described herein are requested, an amendment to this scope of work and related fee estimate will be required or the management reserve may be utilized.

The project is funded by federal funds. It is assumed that Right of Way (ROW) acquisition will be provided by the CITY and per WSDOT approved Right of Way Acquisition procedures and the Washington State Department of Transportation (WSDOT) Local Agency Guidelines Manual, Section 25 - Right of Way Procedures.

It is understood that the ROW process has begun, with preliminary ROW plans complete and previously coordinated with WSDOT for approval. It is also understood that the CITY desires the CONSULTANT to review the ROW needs for the project and produce a new ROW plan to carry through the ROW process. The CONSULTANT will prepare 1 preliminary and 1 final ROW plan for the project.

Coordination with the City's ROW consultant will be required to confirm ROW process preferences, commitments to property owners, and any changes that might be needed for WSDOT requirements or any other requirements. It is also assumed that only minor coordination

will be required between the CONSULTANT and WSDOT. It is assumed that the CONSULTANT will attend 1 virtual meeting with the CITY, WSDOT, and the CITY's ROW Consultant.

The Consultant will provide ROW exhibits, legal descriptions, and plans. It is assumed the Project Funding Estimate (PFE) will be provided by the CITY's current ROW consultant.

The construction of the project will require coordination with adjacent property owners. The CONSULTANT shall review the current plans and ROW plans and identify the need for coordination and assist the City in those discussion as described in this section. The CONSULTANT will provide assistance to the CITY in these negotiations with property owners in the following ways:

This scope of work is based on the need for eight (8) parcel coordination's. It is assumed that the CONSULTANT will not attend any property owner meetings, and will not provide additional exhibits for the use of coordinating with property owners

Prepare Exhibits (8)

The CONSULTANT shall prepare up to 8 exhibits, to be used by the CONSULTANT, the CITY's ROW Consultant, and the CITY in communications with private property owners. The coordination exhibits shall include the following information:

- 1) Existing and proposed ROW or easements
- 2) Impacts to existing operations
- 3) Property owner information

Identify Impacted Improvements

The CONSULTANT will identify existing improvements which will be impacted by the project.

4.0 – ENVIRONMENTAL PROCESS AND PERMITTING

It is understood that the CITY has a separate permitting consultant under contract for the permitting portion of this project. It is assumed that no permits will be required to obtained by the CONSULTANT.

It is also anticipated that coordination permitting parameters or other miscellaneous permit coordination will be required between the CONSULTANT and the CITY's permitting consultant. A level of effort for these tasks has been assumed as part of this contract. If permits are to be obtained by the CONSULTANT or the level of effort in this scope and fee is exceeded, a supplement may be require, or the management reserve may be utilized.

5.0 – GEOTECHNICAL

The CONSULTANT shall utilize existing geotechnical reports provided by the CITY for this project. The CONSULTANT will review these reports to inform the project design. It is assumed that all the required data for stormwater, bridge foundations, and any other information required for the project design is included in the provided reports, or will be obtained by the CITY outside of this contract.

6.0 – DRAINAGE DESIGN

It is anticipated the project will trigger minimum requirements as outlined in the 2024 Department of Ecology Stormwater Management Manual for Western Washington. This manual will need to be consulted to provide mitigation for this project.

Stormwater Technical Memorandum

It is understood that the CITY has prepared a Stormwater Technical Memorandum to be reviewed by the CONSULTANT. The CONSULTANT will provide one round of comments on the technical memorandum, and the CITY will finalize.

Products and Deliverables:

- o One round of comments on the CITY's Stormwater Technical Memorandum

7.0 – BRIDGE DESIGN

The CONSULTANT will subcontract with KPFF for the bridge design of the project. KPFF will perform general coordination with the CONSULTANT, other consultants, and the CITY, as necessary to complete the work. Anticipated coordination could include discussions relating to geotechnical parameters for the structure design, structure locations/limits in relation to trail work, creek limits, construction phasing, environmental permit requirements, coordination for development and submittal of PS&E documents, etc.

KPFF will plan to attend four meetings with the CONSULTANT and other members of the design team and/or CITY to discuss the design and plans are assumed for this scope of work:

Bridge Structure Design

KPFF will provide the design necessary for the bridge supports, approach wingwalls, and approach railings. The bridge superstructure will be a differed design by the construction Contractor. KPFF will coordinate with prefabricated bridge manufacturers as required to design the foundations and provide specifications required for the design and procurement of the prefabricated truss by others. KPFF will work with trail geometry provided by the CONSULTANT to lay out the bridge plans. The foundation requirements will be coordinated with the geotechnical engineer and communicated in the KPFF plans and specifications.

Drawing Preparation

KPFF will provide drawings as necessary for the structural portion of the project. A total of 7 drawings are assumed to be produced by KPFF, including:

- 1) General Structural Notes & Typical Section
- 2) Bridge Plan and Elevation
- 3) Foundation Layout
- 4) Abutment Details
- 5) Wingwall Details

- 6) Bearing Details
- 7) Approach Railing Details

Assumptions

- A deferred-design prefabricated truss with approximate length of 64 ft will be used at the crossing. Detailed design of the truss, bridge deck, and bridge railing are not included in this scope of work.
- No alternative (type, size and location) study will be performed. KPFF will present concept sketches of the proposed design to R&E and the City for approval prior to the 95% submittal.
- There will be no utilities supported by the bridge or wingwalls.

Bridge Specifications

KPFF will provide technical special provisions necessary for the structural portions of the project. Project specifications will be prepared to supplement the WSDOT Standard Specification format.

KPFF will provide the following, as necessary:

- General Special Provisions (GSP)
- Division 3 (partial) – Earthwork for Structures
- Division 6 – Structures
- Any other special provisions necessary to specify the structural items
- All technical special provisions for any non-standard structural bid items

Structural portion Engineer's Estimate

KPFF will compile quantities and unit costs for bid items that correspond to the structural specifications and plan set. These quantities and costs will be updated for the 95% and 100% submittals. Unit costs will be based upon historic unit prices, items as defined within WSDOT bid histories and based on conversations with local contractors.

Deliverables

95% Bridge Submittal:

- 95% level drawing set (11x17 PDF)
- Draft special provisions (Word and PDF)
- Estimated quantities and associated costs (Excel and PDF)

100% Bridge Submittal:

- Final drawing set, digitally stamped and signed by Engineer (11x17 PDF)
- Final special provisions (Word)
- Estimated quantities and associated costs (Excel and PDF)
- Electronic copy of plan set in AutoCAD, if required

ASSUMPTIONS

- All structural design will be completed in accordance with the WSDOT Bridge Design Manual (BDM) and the applicable AASHTO Bridge Design Specification.

- Permit application preparation and coordination will be completed by others. KPFF can provide technical supporting text, as needed.
- Coordination of the design of improvements with property owners, other CITY departments, and other stakeholders, except as specifically outlined in this scope of work, will be completed by others.
- This scope of work does not include load rating, bid support, construction management, or technical construction support services. If these services are required, they will be scoped at a later date.

Additionally, the CONSULTANT will coordinate with KPFF to provide them with the required design information, CAD drawings, and any other project information required to complete their design.

8.0 –95% DESIGN

All work items 8.0, 9.0, and 10.0 shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications:

- Standard Specifications for Road, Bridge, and Municipal Construction, (2026)
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines
- Design Manual
- Highway Runoff Manual
- 2019 Stormwater Management Manual for Western Washington
- Hydraulics Manual
- Construction Manual
- Traffic Manual
- Amendments to the Standard Specifications and General Special Provisions

AASHTO Publications:

- A Policy on Geometric Design of Highways and Streets (2018)
- American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

Geometry

The CONSULTANT shall review the trail geometry in accordance with the standards as noted in this section. It is assumed that the horizontal alignment and vertical profile will remain substantially similar to what was received from the CITY. It is also assumed that the configuration of the pedestrian crossings at the driveways are acceptable in their current state needing only minor adjustments, and will not need to be reconfigured. Work shall be performed in accordance with the following tasks.

- 1) Horizontal Alignment Review
- 2) Vertical Profile Review

- 3) Pedestrian crossings at driveway review
- 4) Cross Section Review (CAD format)

Private Property Matches

The CONSULTANT will determine matches of the proposed improvement to private property and define appropriate property restoration. The private property accesses will be designed in accordance with current CITY standards. Work will be performed in accordance with the following tasks.

- 1) Define Preliminary Property Matches
- 2) Define Preliminary Property Restoration
- 3) Define Private Property Access and Alterations

Franchise Utilities

Franchise utilities are considered to be Puget Sound Energy, Cascade Natural Gas, Skagit PUD, and Ziply Fiber.

The CONSULTANT shall prepare the preliminary design to avoid known utility conflicts if practical. The CONSULTANT shall identify utilities that will be affected by the improvements. The CONSULTANT shall provide exhibits showing the proposed design and surveyed features, which can be used by franchise utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor. It is assumed that the CITY will coordinate with the Franchise utilities to relocate facilities as requested in a timely manner, and the CONSULTANT will provide requested relocation plans one time for each franchise utility. Work will be performed in accordance with the following tasks.

- 1) Evaluate trail and bridge design to determine conflicts, provide relocation plan.
- 2) Meetings per section 1.

City Utilities

Storm drainage will be designed as outlined in work item 7.0.

Minor sanitary sewer design is anticipated as follows. Minor coordination for adjusting of facilities to finished grade.

Street Lighting

No Street light coordination is anticipated

Plans

The CONSULTANT shall prepare the 95% plans in accordance with CITY and WSDOT standards and the listed publications. The plans will be prepared in ink or equivalent on 22-inch by 34-inch reproducible sheets. 95% plans will include, at a minimum, the following:

- 1) Cover Sheet and Vicinity Map
- 2) Standard Legend and Symbols
- 3) Plan and Profile Sheets

- 4) Typical and project specific details
- 5) Bridge Plans

Specifications

It is assumed that the CITY will be producing the project specifications, including, but not limited to WSDOT Specification Checklist coordination, formatting and producing all special provisions, reviewing and formatting applicable Local agency and APWA GSP's.

The bridge related specifications will be provided by the CONSULTANTS structural designer, KPFF as noted in section of this scope of work.

The CONSULTANT will prepare the bid proposal form, and supply it to the CITY. Additionally, the CONSULTANT will be available to the CITY for a specific amount of time for specification questions or coordination as needed. There is an assumed level of effort for this work, and if additional time for coordination is needed the Management Reserve Fund may be utilized.

Estimates

The CONSULTANT shall determine quantities and prepare a preliminary cost estimate at the 95% design level to be submitted to the CITY for review with the 95% plans submittal. Work will be performed in accordance with the following tasks.

- 1) Quantity Take-Offs
- 2) Cost Estimate (95% Design)

Products and Deliverables:

- 1) Pdf copy of 95% Plans and Estimate

9.0 – FINAL DESIGN

The CONSULTANT will address review comments resulting from plan submittals at the 95% design level and incorporate those comments into the final contract documents.

Geometry

The CONSULTANT shall design the roadway geometry in accordance with the current applicable standards and accounting for comments made in the 95% design review. It is assumed that the horizontal alignment and vertical profile will remain substantially similar to what was received from the CITY. It is also assumed that the configuration of the pedestrian crossings at the driveways are acceptable in their current state needing only minor adjustments, and will not need to be reconfigured. Work shall be performed in accordance with the following tasks.

Work shall be performed in accordance with the following tasks.

- 1) Horizontal Alignment Review
- 2) Vertical Profile Review
- 3) Pedestrian crossings at driveway Review
- 4) Cross Sections review (CAD format)

Private Property Matches

The CONSULTANT shall finalize matches of the proposed improvement to private property and define appropriate property restoration and access in accordance with the following tasks.

- 1) Finalize Property Matches
- 2) Finalize Property Restoration
- 3) Finalize Private Property Access and Alterations

Franchise Utilities

The CONSULTANT shall prepare the design to avoid known utility conflicts if practical. The CONSULTANT shall identify utilities that will be affected by the improvements and coordinate with them for purposes of utility improvements and/or relocation. Work will be performed in accordance with the following tasks.

- 1) Utility Improvements and Relocations

Plans

After the CITY reviews the 95% plans, the CONSULTANT shall prepare the Final plans, which will include the following:

- Modifications and/or revisions from the 95% review
- Final design of project elements
- Project specifications
- Project cost estimate

Work will be performed in accordance with the following tasks.

- 1) Cover Sheet and Vicinity Map
- 2) Standard Legend and Symbols
- 3) Plan and Profile Sheets
- 4) Typical and Project Specific Details
- 5) Bridge Plans
- 6) Traffic Control Plans as needed
- 7) Temporary Erosion Control Plans

Specifications

It is assumed that the CITY will be producing the project specifications, including, but not limited to WSDOT Specification Checklist coordination, formatting and producing all special provisions, reviewing and formatting applicable Local agency and APWA GSP's.

The bridge related specifications will be provided by the CONSULTANTS structural designer, KPFF as noted in section of this scope of work.

The CONSULTANT will prepare the bid proposal form, and supply it to the CITY. Additionally, the CONSULTANT will be available to the CITY for a specific amount of time for specification questions or coordination as needed. There is an assumed level of effort for this work, and if additional time for coordination is needed the Management Reserve Fund may be utilized.

Estimates

After the CITY reviews the 95% submittal, the CONSULTANT will prepare the final Engineers Estimate, directly correlating to the bid proposal form. Work shall be performed in accordance with the following tasks.

- 1) Quantity Take-Offs
- 2) Cost Estimate

Final Review Meeting and Comments

The CONSULTANT will meet with the CITY and address review comments resulting from the Final submittal and incorporate those comments into the final contract documents.

Products and Deliverables:

- 1) 2 full sized copies of 100% Plans
- 2) Reproducible Plans for bidding purposes.
- 3) Final Engineer's Cost Estimate

10.0 – SUBCONSULTANTS

R&E will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided budgets for their services as identified in Exhibit A-2.

- 1) Structural Engineering – KPFF
- 2) Profession Land Surveyor – Northwest Surveying and GPS

11.0 – MANAGEMENT RESERVE FUND

This scope of work includes a Management Reserve Fund to be used at the sole discretion of the CITY. This task shall only be utilized upon written authorization from the CITY. The written authorization shall include specific direction of the work to be performed. A budget amount has been included in the project fee estimate only to set the dollar amount which may be utilized for this Management Reserve Fund. Inclusion of the budget amount in no way implies that any or all the Management Reserve Fund will be utilized.

III. SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in the sections above. This work may include additional design services, bid support, and/or construction management services, any of which may include the use of existing or additional subconsultants.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

See attached SBE Plan



Small Business Enterprise (SBE) Plan

Agreement Number: TAPUS 815(001)

Title: Liberty Street Sidewalk Gap Elimination

Statement of Commitment:

Reichhardt & Ebe Engineering is committed to maintaining business practices that foster and grow small businesses.

Tyler Buys, P.E., Principal
Reichhardt & Ebe Engineering

Mission Statement:

Reichhardt & Ebe Engineering is committed to ensuring SBEs are given the maximum opportunity to participate in WSDOT consulting projects. This will be accomplished through normal business practices and mentoring.

SBE Plan Roles:

Business Owner/Project Manager:

- Consider using an SBE as a subconsultant on any project.
- Forward RFQs and job advertisements via email to SBEs if interested in teaming with them on a project.
- Forward RFQs and job advertisements via email to SBEs for projects that R&E will not pursue but may know an SBE that could pursue the project.
- Encourage a non-certified small business to pursue SBE certification and mentor them in that process.

Contract Administrator:

- Monitor the SBE Participation Plan by completing the table in this form (see below).

Bookkeeper:

- Monitor and ensure prompt payment to all subconsultants.

SBE Firm Name	Agreement or Task Order Amount

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

All drawings will be prepared in AutoCAD format, utilizing the CONSULTANT's CAD standards, and will be drawn for 11"x17" plans.

D. Specify the Agency's Right to Review Product with the Consultant

N/A

E. Specify the Electronic Deliverables to Be Provided to the Agency

CAD and PDF

F. Specify What Agency Furnished Services and Information Is to Be Provided

Existing survey, drainage report, CAD design, geotechnical and environmental documentation

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email, Microsoft Onedrive or Consultant provided file exchange

A. Agency Software Suite

N/A

B. Electronic Messaging System

Microsoft Teams, Zoom, email

C. File Transfers Format

CAD, PDF, Word, Excel

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D
Fee, ANTE Sheet and WSDOT ICRs

EXHIBIT D Consultant Fee Determination

SR 2- Cascade Trail Phase 2A
Man-Hour and Cost Estimate
REICHHARDT & EBE ENGINEERING, INC.

Date: 8/19/2026

Design Services

Task No.	Task Description	Classification and Level															
		Engr. Level 7	Engr. Level 6	Engr. Level 5	Engr. Level 4	Engr. Level 3	Engr. Level 2	Engr. Level 1	Tech. Level 6	Tech. Level 5	Tech. Level 4	Tech. Level 3	Tech. Level 2	Tech. Level 1	Cler. Level 5	Cler. Level 4	
		Dale Nathan Luis	Tyler	Greg	Brenden Olivia	Grace Luke Ross	Ahmad Dylan Grant		Erik	Lisa Barb					Intern	Shannon	
1.0 PROJECT ADMINISTRATION																	
1.1	Project Meetings																
	1.1.1 Kick-Off Meeting (1)		2			2											
	1.1.2 Franchise Utility Meetings (4)		4			4											
	1.1.3 City Coordination Meetings (10)		10			10											
1.2	Schedule		2														
1.3	Progress Reports and Invoicing																
	1.3.1 Monitor Scope & Contracts		4														
	1.3.2 Monitor Budget / Cost Tracking		4													2	
	1.3.3 Prepare Supporting Documentation for Invoices		4													2	
1.3	Quality Control / Quality Assurance		4														
	Sub-Total		34	0	0	0	16	0	0	0	0	0	0	0	0	4	0
2.0 DESIGN SURVEY AND BASE MAP																	
2.1	Base Map																
	2.2.1 Confirm Base Map ROW and Parcel Lines		1			2											
	2.2.2 Update Design Base Map to Company Standards		1			2					16						
	Sub-Total		2	0	0	0	4	0	0	0	16	0	0	0	0	0	0
3.0 RIGHT OF WAY																	
3.1	Identify needs required for project		1			4					2						
3.2	ROW Consultant Coordination		2			2											
3.3	Prepare Preliminary ROW Plan		1			4					6						
3.4	Coordinate with City		2			10											
3.5	Coordinate with Surveyor to prepare Legal Descriptions		1			8					1						
3.6	Prepare Exhibits for acquisition		1			8					8						
3.7	Prepare Final ROW Plan		1			6					4						
	SUB-TOTAL		9	0	0	0	42	0	0	0	21	0	0	0	0	0	0
5.0 ENVIRONMENTAL PROCESS AND PERMITTING																	
5.1	Permitting Coordination		8			8					2						
	Sub-Total		8	0	0	0	8	0	0	0	2	0	0	0	0	0	0
6.0 GEOTECHNICAL																	
6.1	Evaluate Provided Reports		2			10											
	Sub-Total		2	0	0	0	10	0	0	0	0	0	0	0	0	0	0
7.0 DRAINAGE DESIGN																	
7.1	Review City Stormwater Memorandum and provide Comments		8			12											
	Sub-Total		8	0	0	0	12	0	0	0	0	0	0	0	0	0	0
8.0 Bridge Design																	
7.1	Subconsultant Design Coordination		4			28					4						
	Sub-Total		4	0	0	0	28	0	0	0	4	0	0	0	0	0	0
9.0 95% DESIGN																	
9.1	Geometry																
	9.2.1 Horizontal Alignment		1			2					2						
	9.1.2 Vertical Profile		1			2					2						
	9.1.3 Pedestrian Crossings at Driveways		1			8											
	9.1.4 Cross Sections		1			8											
9.2	Private Property Matches																
	9.2.1 Define Property Matches		1			6					2						
	9.2.2 Define Property Restoration		1			6					2						
	9.2.3 Define Private Property Access and Alterations		1			6					2						
9.3	Franchise Utilities																
	9.3.1 Coordinate Utility Improvements and Relocations with CITY		1			2					1						
9.4	City Utilities																
	9.4.1 Minor Water and Sewer adjustments		1			1					2						
9.5	Plans																
	9.5.1 Cover Sheet and Vicinity Map		1			1					2						
	9.5.2 Standard Legend and Symbols					1					2						
	9.5.3 Plan and Profile Sheets		1			4					10						
	9.5.4 Typical and project specific details		1			8					6						
	9.5.5 Bridge Plan Coordination		1			4					2						
9.5	Specifications																
	9.5.1 CITY Specification Coordination		10														
	9.5.2 Bid Proposal Form					1											
9.6	Estimates																
	9.6.1 Quantity Take-Offs		2			12											
	9.6.2 Preliminary Cost Estimate		2			8											
	Sub-Total		27	0	0	0	80	0	0	0	35	0	0	0	0	0	0
10.0 FINAL DESIGN																	
10.1	Geometry																
	10.1.1 Horizontal Alignment					2					2						
	10.1.2 Vertical Profile		1			2					4						
	10.1.3 Pedestrian Crossings at Driveways		1			8					2						
	10.1.4 Cross Sections		1			8					2						
10.2	Private Property Matches																
	10.2.1 Finalize Property Matches		1			6					2						
	10.2.2 Finalize Property Restoration		1			6					4						
	10.2.3 Define Private Property Access and Alterations		1			6					2						
10.2	Franchise Utilities																
	11.3.1 Coordinate Utility Improvements and Relocations with CITY		1			1					1						
10.3	City Utilities																
	10.3.1 Minor Sewer adjustments		1			6					2						
10.4	Plans																
	10.4.1 Cover Sheet and Vicinity Map		1			1					1						
	10.4.2 Standard Legend and Symbols		1			1					1						
	10.4.3 Plan and Profile Sheets		2			8					8						
	10.4.4 Typical and project specific details		2			10					8						
	10.4.5 Bridge Plans		1			4					4						
	10.4.6 Traffic Control Plans		1			4					4						
	10.4.7 Temporary Erosion Control Plans		1			4					4						
10.5	Specifications																
	10.5.1 CITY Specification Coordination		10														
	10.5.2 Bid Proposal Form					1											
10.6	Estimates																
	10.6.1 Quantity Take-Offs		3			16											
	10.6.2 Cost Estimate		1			8											
10.7	Final Review Meeting and Comments		4			4											
	Sub-Total		36	0	0	0	106	0	0	0	51	0	0	0	0	0	0
TOTAL HOURS			130	0	0	0	306	0	0	0	129	0	0	0	0	4	0
Direct Salary Cost - Projected			82.00	76.00	67.00	59.00	52.00	46.00	41.00	50.50	42.50	37.00	31.50	27.50	23.50	47.50	39.00
OH @ 123.31%			101.11	93.72	82.62	72.75	64.12	56.72	50.56	62.27	52.41	45.62	38.84	33.91	28.98	58.57	48.09
Fixed Fee @ 28.1%			23.04	21.36	18.83	16.58	14.61	12.93	11.52	14.19	11.94	10.40	8.85	7.73	6.60	13.35	10.96
HOURLY RATE			\$206.16	\$191.07	\$168.44	\$148.33	\$130.73	\$115.65	\$103.08	\$126.96	\$106.85	\$93.02	\$79.19	\$69.14	\$59.08	\$119.42	\$98.05
SUB-TOTALS			\$26,800	\$0	\$0	\$0	\$40,004	\$0	\$0	\$0	\$13,784	\$0	\$0	\$0	\$0	\$478	\$0
TOTAL																	\$81,065.90

Task No.	Task Description	Classification and Level															
		Engr. Level 7	Engr. Level 6	Engr. Level 5	Engr. Level 4	Engr. Level 3	Engr. Level 2	Engr. Level 1	Tech. Level 6	Tech. Level 5	Tech. Level 4	Tech. Level 3	Tech. Level 2	Tech. Level 1	Cler. Level 5	Cler. Level 4	
		Dale Nathan Luis	Tyler	Greg	Brenden Olivia	Grace Luke Ross	Ahmad Dylan Grant		Erik	Lisa Barb					Intern	Shannon	
11.0 SUBCONSULTANTS																	
11.1	Professional Surveyor - Northwest Surveying and GPS- Exhibit G2	\$9,926.00															
11.2	Structural Engineering - KPFF - Exhibit G2	\$51,450.00															
TOTAL		\$61,376.00															
12.0 Management Reserve Fund																	
12.1	Management Reserve Fund	\$7,500.00															
TOTAL		\$7,500.00															
GRAND TOTAL		\$149,941.90															

2026 Allowed Not to Exceed Rates (ANTE)

* updated 8/14/26

Classification	Direct Salary		Overhead = 123.31%		Fee =	28.10%	Hourly Rate	
Engineer	Range		Range		Range		Range	
E-I	37.00	41.00	45.62	50.56	10.40	11.52	93.02	103.08
E-II	41.00	46.00	50.56	56.72	11.52	12.93	103.08	115.65
E-III	46.00	52.00	56.72	64.12	12.93	14.61	115.65	130.73
E-IV	52.00	59.00	64.12	72.75	14.61	16.58	130.73	148.33
E-V	59.00	67.00	72.75	82.62	16.58	18.83	148.33	168.44
E-VI	67.00	76.00	82.62	93.72	18.83	21.36	168.44	191.07
E-VII	76.00	82.00	93.72	101.11	21.36	23.04	191.07	206.16
Technical/CAD								
T-I	19.50	23.50	24.05	28.98	5.48	6.60	49.02	59.08
T-II	23.50	27.50	28.98	33.91	6.60	7.73	59.08	69.14
T-III	27.50	31.50	33.91	38.84	7.73	8.85	69.14	79.19
T-IV	31.50	37.00	38.84	45.62	8.85	10.40	79.19	93.02
T-V	37.00	42.50	29.00	52.41	10.40	11.94	76.40	106.85
T-VI	42.50	50.50	52.41	62.27	11.94	14.19	106.85	126.96
T-VII	50.50	60.50	62.27	74.60	14.19	17.00	126.96	152.10
Clerical								
C-I	19.00	21.00	23.43	25.90	5.34	5.90	47.77	52.80
C-II	21.00	25.50	25.90	31.44	5.90	7.17	52.80	64.11
C-III	25.50	32.00	31.44	39.46	7.17	8.99	64.11	80.45
C-IV	32.00	39.00	39.46	48.09	8.99	10.96	80.45	98.05
C-V	39.00	47.50	48.09	58.57	10.96	13.35	98.05	119.42

April 11, 2026

Reichhardt & Ebe Engineering, Inc.
PO Box 978
Lynden, WA 98264

Subject: Acceptance FYE 2025 ICR - Risk Assessment Review - Local Agency ONLY

Dear Marni Heffron:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2025 ICR of 123.31%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,



Schatzie Harvey (May 11, 2026 09:59:12 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Attached the Following:
Exhibit E1 - KPFF

Exhibit E2 - Northwest Surveying and GPS

EXHIBIT

E-1

KPFF

Scope and Fee

August 14, 2026

Nathan Zylstra, P.E.
Reichhardt & Ebe Engineering
423 Front St. #201
Lynden, WA 98264

Subject: Scope and Fee
SR20 / Cascade Trail West Phase 2A – Structural Engineering Support

Dear Mr. Zylstra,

At your request, KPFF is pleased to provide this scope and fee proposal to provide structural engineering services to Reichhardt & Ebe Engineering and the City of Sedro-Woolley for the above referenced project.

PROJECT DESCRIPTION

The SR20 / Cascade Trail West Phase 2A Project is located in Sedro-Woolley, WA. The goal of the project is to complete the design, provide Right of Way (ROW) acquisition support, and prepare all related documents for the SR-20 Cascade Trail Phase 2A project. Work will include a shared use path, pre-fabricated pedestrian bridge, pedestrian ramps and crosswalks as needed, and related work. Minor drainage updates are anticipated. Minor water and service relocation and raising to grade is anticipated.

KPFF will assist Reichhardt & Ebe (R&E) by providing structural engineering support for the design of the crossing. Upon Notice to Proceed (NTP) KPFF will move forward with final design and preparation of plans, specifications, and an engineer's estimate (PS&E) for the project.

SCOPE OF WORK

ITEM NO. 1 - PROJECT MANAGEMENT AND MEETINGS

Item No. 1.01 Contract, Progress Reports and Invoices

KPFF will work with R&E to prepare the contract documents based on a City of Sedro-Wolley (City) provided format.

An invoice and progress report will be compiled on a monthly basis and submitted to R&E. The progress report will describe the work represented by the costs being submitted in the invoice.

Item No. 1.02 Miscellaneous Coordination

KPFF will perform general coordination R&E, other consultants, and the City of Sedro-Wolley, as necessary to complete the work. Anticipated coordination could include

discussions relating to geotechnical parameters for the structure design, structure locations/limits in relation to trail work, creek limits, construction phasing, environmental permit requirements, coordination for development and submittal of PS&E documents, etc.

Item No. 1.03 Meetings

Four meetings with R&E and other members of the design team and/or City to discuss the design and plans are assumed for this scope of work:

Deliverables

- Monthly progress reports and invoices (Assume 12)

ITEM NO. 2 –Plans, Specifications and Estimate (PS&E) Document Preparation

KPFF will prepare the contract documents necessary for the water-crossing structure. Two submittals are assumed (90% and 100%/Final).

Item No. 2.01 – Bridge Structure Design

KPFF will provide the design necessary for the bridge supports, approach wingwalls, and approach railings. The bridge superstructure will be a deferred design by the construction Contractor. KPFF will coordinate with prefabricated bridge manufacturers as required to design the foundations and provide specifications required for the design and procurement of the prefabricated truss by others. KPFF will work with trail geometry provided by R&E to lay out the bridge plans. The foundation requirements will be coordinated with the geotechnical engineer and communicated in the KPFF plans and specifications.

Item No. 2.02 – Drawing Preparation

KPFF will provide drawings as necessary for the project. A total of 7 drawings are assumed, including:

1. General Structural Notes & Typical Section
2. Bridge Plan and Elevation
3. Foundation Layout
4. Abutment Details
5. Wingwall Details
6. Bearing Details
7. Approach Railing Details

Assumptions

- A deferred-design prefabricated truss with approximate length of 64 ft will be used at the crossing. Detailed design of the truss, bridge deck, and bridge railing are not included in this scope of work.
- No alternative (type, size and location) study will be performed. KPFF will present concept sketches of the proposed design to R&E and the City for approval prior to the 90% submittal.

- There will be no utilities supported by the bridge or wingwalls.

Item 2.03 – Specifications

KPFF will provide technical special provisions necessary for the structural portions of the project. Project specifications will be prepared to supplement the WSDOT Standard Specification format.

KPFF will provide the following, as necessary:

- General Special Provisions (GSP)
- Division 3 (partial) – Earthwork for Structures
- Division 6 – Structures
- Any other special provisions necessary to specify the structural items
- All technical special provisions for any non-standard structural bid items

Assumptions

- R&E will take the lead in compiling the complete project specification document ready for reproduction.

Item No. 2.04 - Engineer's Estimate

KPFF will compile quantities and unit costs for bid items that correspond to the structural specifications and plan set. These quantities and costs will be updated for the 90% and 100% submittals. Unit costs will be based upon historic unit prices, items as defined within WSDOT bid histories and based on conversations with local contractors.

Deliverables

- 90% Submittal:
 - o 90% level drawing set (11x17 PDF)
 - o Draft special provisions (Word and PDF)
 - o Estimated quantities and associated costs (Excel and PDF)
- 100% Submittal:
 - o Final drawing set, digitally stamped and signed by Engineer (11x17 PDF)
 - o Final special provisions (Word)
 - o Estimated quantities and associated costs (Excel and PDF)
 - o Electronic copy of plan set in AutoCAD, if required

ASSUMPTIONS

- All structural design will be completed in accordance with the WSDOT Bridge Design Manual (BDM) and the applicable AASHTO Bridge Design Specification.

- Permit application preparation and coordination will be completed by others. KPFF can provide technical supporting text, as needed.
- Coordination of the design of improvements with property owners, other City departments, and other stakeholders, except as specifically outlined in this scope of work, will be completed by others.
- This scope of work does not include load rating, bid support, construction management, or technical construction support services. If these services are required, they will be scoped at a later date.
- No work shall be performed until notice-to-proceed is issued by R&E.

FEE

KPFF proposes to accomplish the above scope of work for a fee of \$51,450. Itemized spreadsheets outlining a more refined breakdown of the fee estimate are enclosed.

We will not exceed this estimate without your prior authorization. However, if during the duration of our contract, conditions are revealed which would require a level of effort beyond the scope of our services outlined above, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate.

We look forward to working with you on this project. If you have any questions, please call me at (651) 245-7357 at any time.

Sincerely,

Paul Georgieff, PE

Project Manager / Associate

**EXHIBIT G-1
KPFF CONSULTING ENGINEERS
CONSULTANT FEE DETERMINATION
SUMMARY OF COST**

SR20 / Cascade Trail West Phase 2A - Structural Support

Classification	Total Hours	X	Rate	=	Cost
Principal/EoR	7.00	X	\$91.16	=	\$638.12
Project Manager	76.00	X	\$77.89	=	\$5,919.64
Project Engineer	134.00	X	\$48.46	=	\$6,493.64
CADD Technician	84.00	X	\$54.70	=	\$4,594.80
Project Coordinator	15.00	X	\$50.20	=	\$753.00
		X		=	
		X		=	
		X		=	
DSC Subtotal					\$18,399.20
Overhead (OH) Cost					
OH Rate x DSC of	151.53%		\$18,399.20		\$27,880.31
Fixed Fee (FF)					
FF Rate	28.10%		\$18,399.20		\$5,170.18
Total KPFF Labor Cost					\$51,449.68
Reimbursables					
Subtotal					\$0.00
GRAND TOTAL:					\$51,449.68

COST ESTIMATE: SR20 / Cascade Trail West Phase 2A - Structural Support

August 19, 2026		KPFF Consulting Engineers					KPFF
SR20 / Cascade Trail West Phase 2A - Structural Support		Principal/EoR	Project Manager	Project Engineer	CADD Technician	Project Coordinator	MULTIPLIER:
Item	SCOPE OF WORK	\$91.16	\$77.89	\$48.46	\$54.70	\$50.20	2.80
1	PROJECT MANAGEMENT & MEETINGS						
1.01	Preparation of Contract Documents, Invoices, and Progress Reports		6			12	\$2,991
1.02	Misc. Coordination						
	Coordination with R&E		6	4		3	\$2,270
	Coordination with geotechnical and hydraulic engineers.		4	6			\$1,684
	Other misc. coordination		4	2			\$1,142
1.03	Meetings (4 total via Teams or similar)		6	6			\$2,120
1.04	Project and Document QA/QC	6	6	2			\$3,107
Labor Subtotal:		6	32	20	0	15	\$13,315
Reimbursables:							
2	PLANS, SPECIFICATIONS AND ESTIMATE (PS&E) DOCUMENT PREPARATION		28.10%				
2.01	Structure Design						
	Foundation and Bearing Design		6	18			\$3,746
	Pre-Fabricated Truss		6	12			\$2,933
	Wingwall and Approach Railing Design		4	16			\$3,039
2.02	Drawing Preparation						
	General Structural Notes and Typical Section		1	4	10		\$2,289
	Bridge Plan and Elevation		2	8	14		\$3,661
	Foundation Layout		1	6	12		\$2,866
	Abutment Details		1	12	14		\$3,985
	Wingwall Details		2	12	14		\$4,203
	Bearing Details		1	4	8		\$1,983
	Approach Railing Details		2	10	12		\$3,626
	Review drawings prepared by others (road, grading, stream, etc.). Provide comments via email or markups		4	4			\$1,413
2.03	Specification Preparation		8				\$1,742
Labor Subtotal:		1	44	114	84	0	\$38,135
Reimbursables:							
Labor Sum:		7	76	134	84	15	\$51,450
Reimbursable Sum:							\$0
						KPFF	\$51,450



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
KPEF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101

[illegible]

October 2, 2025

KPFF, Inc.
1601 Fifth Avenue, Ste 1300
Seattle, WA 98101-3601

Subject: Acceptance FYE 2025 ICR – Cognizant Review

Dear Marci Monroe-Jones:

We have accepted your firm's FYE 2025 Indirect Cost Rate (ICR) of direct labor based on the "Cognizant Review" from Clark Nuber, P.S. as follows:

- Home Rate: 157.97% direct labor (rate includes 0.88% of Facilities Capital Cost of Money)
- Field Rate: 123.01% direct labor (rate includes 0.22% of Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,



Schatzie Harvey (Oct 2, 2025 09:07:00 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Instructions:

List active job classifications that you propose as part of the project team.
(Note: Classifications that are not listed are not eligible for payment.)

No other text shall be present on the ANTE Table other than that which is shown in the example.

EXHIBIT

E-2

Northwest Surveying and GPS, Inc.

Scope and Fee



Northwest Surveying & GPS, Inc.

LAND SURVEYING & GLOBAL POSITIONING SERVICES

407 5th Street, Lynden, WA 98264

Phone: 360-354-1950, Fax: 360-354-7644, Email: jeromy@nwsurvey.com

Tyler Buys
Reichhardt & Ebe Engineering, Inc
PO Box 978
423 Front Street
Lynden, WA 98264

Phone: 360.354.3687
Email: tbuys@recivil.com

08-12-2026: Estimate for surveying, mapping and related services: Right of Way Review and Preparation of Legal Descriptions for project ROW Acquisitions.

Hello Tyler,

My estimate for this project is not to exceed **\$9,926.00** and will be billed at an hourly ICR rate (see updated rate table below) and includes the following:

Research Support and Legal Descriptions

- Researching and Calculations of the adjacent deeds and ROW. Review plans for accuracy.
- Legal Description for Right-of-Way acquisitions. (15 +/-)
- Miscellaneous "ROW/Property Line Support."

We can begin this project within 2-3 weeks of your approval. Thanks for considering **Northwest Surveying & GPS** for this project.

If you have any questions, please feel free to call me anytime @ 360-354-1950.

Sincerely,

Kevin Berner

2026 ICR HOURLY RATES: (updated 10/10/25)

3 PERSON FIELD CREW.....	\$435.00 per hour.
2 PERSON FIELD CREW.....	\$290.00 per hour.
1 PERSON GPS/ROBOTIC CREW.....	\$145.00 per hour.
2 PERSON GPS/ROBOTIC CREW.....	\$290.00 per hour.
SURVEY TECH.....	\$158.00 per hour.

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Northwest Surveying & GPS, Inc.
407 5th St.
Lynden, WA 98264

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		152.99%	30.00%	
Survey Technician - Office	\$55.92	\$85.55	\$16.78	\$158.25
1 Person Field Crew	\$51.32	\$78.51	\$15.40	\$145.23
2 Person Field Crew	\$102.64	\$157.03	\$30.79	\$290.46
2 Person Field Crew with GPS/Robot	\$102.64	\$157.03	\$30.79	\$290.46
3 Person Field Crew	\$153.96	\$235.54	\$46.19	\$435.69
3 Person Field Crew with GPS/Robot	\$153.96	\$235.54	\$46.19	\$435.69

August 6, 2026

Northwest Surveying & GPS, Inc
407 5th Street
Lynden, WA 98264

Subject: Acceptance FYE 2025 ICR - Risk Assessment Review

Dear Heather Mussard:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2025 ICR of 152.99%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,



Schatzie Harvey (Aug 6, 2026 07:54:00 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

- ☐ Certified Authority
- ☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility
Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

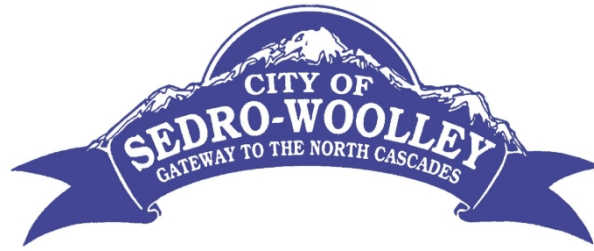
The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



City Council Agenda Item

Agenda Item No.: m.6.

Date: August 26, 2026

From: Bill Bullock, Public Works Director

Subject: Purchase - 2007 CCC Automated Refuse Truck - Action Requested

RECOMMENDED ACTION:

Motion to authorize Mayor or designee to execute an agreement with the City of Mount Vernon for the purchase of a 2007 CCC Automated Refuse Truck for \$40,000.

BACKGROUND/SUMMARY INFORMATION:

The Cities of Sedro-Woolley and Mount Vernon have an agreement to temporarily share solid waste refuse trucks when trucks are taken out of service. The City has borrowed the 2007 Crane Carrier Company (CCC) refuse truck three times this year while trucks are being repaired. Mount Vernon is surplussing this truck as part of a normal truck replacement cycle and approached Sedro-Woolley with an offer to sell the truck. Based on the purchase price, usage history with the truck and an inspection by the City's mechanic, City staff are recommending the purchase to boost truck redundancy and capability.

FISCAL IMPACT, IF APPROPRIATE:

The purchase price of \$40,000 will be funded by the Solid Waste equipment replacement fund.

ATTACHMENTS:

1. Purchase and Sale Agreement for Surplus Goods Solid Waste Vehicle

AGREEMENT FOR THE SALE AND PURCHASE OF PERSONAL PROPERTY

The City of Mount Vernon, a Washington municipal corporation ("Seller") and the City of Sedro Woolley, a Washington municipal corporation ("Purchaser") hereby covenant and agree as follows with respect to the sale and purchase of certain personal property:

1. Property. Seller agrees to sell and Purchaser agrees to purchase one (1) solid waste vehicle to be used by Purchaser, described as follows:

<u>Year/Make/Model</u>	<u>Mileage</u>	<u>Value</u>	<u>Vin</u>
2007 CCC Automated Refuse Truck	95,760	\$40,000	1CYCCH5817T048244

2. Price. The purchase price shall be \$40,000.00, allocated as set forth in the paragraph above.
3. Conveyance. Title to the property shall be conveyed by Washington State Vehicle registration, and title being signed by Seller and turned over to Purchaser.
4. Title. Title of Seller shall be free of encumbrances.
5. Purchaser's Acceptance of Property. Purchaser accepts the Property in the property's present condition, as is. Purchaser acknowledges and represents that Purchaser is not relying upon any representations of Sellers, or agents or employees of Seller, with respect to the condition of the property.
6. Disclaimer of Warranties. SELLER HEREBY DISCLAIMS ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER ACCEPTS THE PROPERTY "AS-IS", WITH ALL FAULTS. The parties agree that the value received for the property from the Purchaser reflects the Purchaser's status as a municipal corporation that has within its organization a solid waste department with general franchise authority for garbage collection that meets solid waste industry standard level of knowledge and experiences of accepted best practices, technical skills, rules, and methods for providing solid waste services in general and the functioning of solid waste equipment and vehicles in particular. Purchaser has been provided opportunity to have its employees in general and its solid waste department in particular to inspect the Property and that such value reflects the property's current condition and this disclaimer of any and all warranties.
7. Risk of Loss. Seller shall bear the risk of casualty or loss to the subject property until the property is delivered to the Purchaser.

8. Delivery. Purchaser shall take possession of the property at the Mount Vernon Shop Complex at 405 W. Fir Street, Mount Vernon, WA 98273 and shall be deemed delivered upon delivery of the keys to the vehicle and when taken into physical possession by a representative of the City of Sedro Woolley.
9. Integration. This agreement constitutes the entire agreement between the parties and embodies all negotiations and presentations, all of which are merged herein. There are no verbal or other agreements which modify or affect this agreement, and any amendment of this agreement must be in writing.
10. Notices. All notices pursuant to this agreement shall be in writing and served on the other party (a) as a summons, (b) by regular mail, postage prepaid, to the addresses set forth below or such other address as the party has notified the other, or (c) by facsimile copy to the number set forth below or such other number as the party has notified the other.
11. Headings and Wordings. Paragraph headings in this agreement are placed thereon for convenience only and do not necessarily reflect the full content of the respective paragraphs. All singular terms shall include the plural as a particular situation or context may require, and all words or pronouns of gender shall include the other genders as far as the situation or context may require.
12. Enforcement. In any suit to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable legal expenses, together with actual costs and expenses.
13. Survival. The provisions of this agreement, including all representations and warranties, shall be true as of the time of closing and shall survive the closing of this transaction and be in addition to all conveyances and other closing documents.
14. Purchaser's Authority. The employee executing this Agreement represents and warrants that he has been duly authorized by the City of Sedro Woolley, to execute this Agreement on behalf of the Purchaser.
15. Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

16. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

SELLER:

City of Mount Vernon

Address of Seller:

910 Cleveland Ave
Mount Vernon WA 98273

Date executed: _____

By: _____

Peter Donovan
Mayor

Attest: _____

Becky Jensen
City Clerk

Approved as to form:

Kevin Rogerson, City Attorney

PURCHASER:

City of Sedro Woolley

Address of Purchaser:

325 Metcalf St
Sedro Woolley WA 98284

Date executed: _____

By: _____

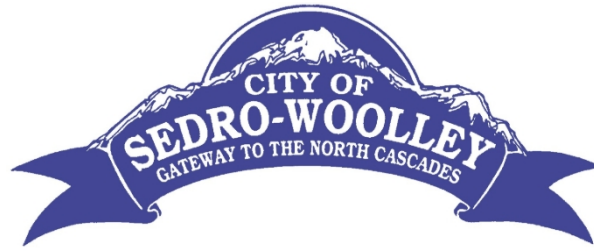
JoEllen Kesti
Mayor

Attest: _____

Kelly Kohnken
Finance Director

Approved as to form:

Dan Curtis, City Attorney



City Council Agenda Item

Agenda Item No.: n.1.

Date: August 26, 2026

From:

Subject: July Building Data Summary

RECOMMENDED ACTION:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. July 2026 Permit Report



Permit Report

07/01/2026 - 07/31/2026

Permit #	Permit Date	Issued Date	Type of Application	Permit Type	Site Address	Parcel #	Status	Total Square Footage	Value \$	Project Description
2026213	6/8/2026	7/31/2026	Tenant Improvement-Commercial	Building-Commercial	500 Metcalf St #A1	P37350	Issued	558	55,011	Install 23 bays of racking on exterior of bldg
2026150	4/30/2026	7/7/2026	Public Facility-New	Building-Public	601 Talcott St	P75977	Issued	4032	135,000	Covered play area at school
2026058	2/17/2026	7/14/2026	Remodel	Building-Residential	127 N Central St	P37482	Issued	621	6,000	Replace garage door for framed in windows
2026065	2/24/2026	7/17/2026	Deck/Porch/Ramp	Building-Residential	1593 W Gateway Heights	P131080	Finald	252	40,000	Deck Addition
2026268	7/22/2026	7/29/2026	Single Family-Remodel	Building-Residential	405 Ferry Street	P120729	Issued		12,918	Repaired siding and windows
2026075	3/3/2026	7/22/2026	Excavating & Grading-SEPA	Clear and Grade	127 N Central Ave	P37482	Issued			70'x70' to be cleared and graded. 360 CYS Fill / 180 CYS Excavation
2026249	7/7/2026	7/14/2026	Demo-Accessory Structure	Demolition	419 Sterling Street	P75578	Issued	880		demo of dilapidated barn, partially collapsed.
2026221	6/12/2026	7/6/2026	Excavating & Grading	Excavating & Grading	P134447	P134447	Issued			SWIFT center - 4600' of public access trails
2026247	7/2/2026	7/7/2026	Mural	Mural	701 Metcalf St	P126369	Issued			refurbishing of the existing mural. No changes planned.
2026208	6/2/2026	7/27/2026	Sewer Permit - New	Sewer	606 Cook rd	P37158	Finald			Decommissioning septic line and connecting to City Sewer.
2026206	6/4/2026	7/29/2026	Pole Mounted Sign	Sign	203 Ball Street	P77153	Issued			3 New HarborStone CU signs and reface existing illuminated pylon
2026243	7/1/2026	7/29/2026	Reface Existing Signs	Sign	1075 Stillwater Dr	P120416	Issued			Convert Chevron to Sinclair

8/3/2026