

Next Ord:2069-24
Next Res:1139-24

CITY COUNCIL AGENDA

February 28, 2024

6:00 PM

**Sedro-Woolley Municipal Building
Council Chambers
325 Metcalf Street**

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

Note: Items on the Consent Agenda are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the Regular Agenda will consider any item so removed after the Consent Agenda.

- 1. Check Register - Regular
- 2. Minutes - Joint City Council Study Session and Planning Commission Meeting - February 7, 2024
- 3. Minutes - Regular Meeting - February 14, 2024
- 4. Sole Source and Award for Sidewalk Trip Hazard Removal - Resolution 1135-24
- 5. Professional Service Agreement - PACE Engineers, Inc. - Update Comprehensive Plan Chapter 7.08 Sewer System
- 6. Agreement - Transportation Solutions, Inc. - Update Comprehensive Plan Chapter 3 Transportations Element
- 7. Memorandum of Understanding - AFSCME Bargaining Unit - Wastewater Collections Specialist II Position
- 8. Memorandum of Understanding - AFSCME Bargaining Unit - Regrading Lead and Vehicle Technical Mechanic Positions
- 9. Memorandum of Understanding - AFSCME Bargaining Unit - Social Media Specialty Pay
- 10. Grant Application Approval - TIB Complete Streets Early Opportunity
- 11. Information Technology Surplus Equipment - Resolution 1137-24

- f. Introduction of Special Guests and Presentation**

- 1. Puget Sound Energy Robert Knoll
- 2. Skagit County EMS Director Josh Pelonio

- g. City Administrator Report**
- h. Councilmember and Mayor's Report**
- i. Proclamation(s)**
- j. Public Comments**

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

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

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

1. Grant Contract - WA Department of Commerce - Comprehensive Plan Update
2. Grant Contract - WA Department of Commerce - Climate Element
3. Adopting Updated Salary Grid - Community Development Director Position
4. Grant Application for Olmsted Park Playground and Sports Courts Project - Resolution 1138-24 - 1st Read
5. Amendments to Title 13 Stormwater SWMC - Ordinance 2068-24 – 1st Read
6. Amend Chapter 17.24 SWMC Minimum Commercial/Retail Floor Area in CBD - Ordinance 2067-24 - 1st Read
7. Ratification and Confirmation - Public Works Emergency Declaration for Emergency WWTP SCADA System

n. Information Only Items

1. January 24, 2024 City Council Strategic Planning Committee Meeting Minutes

o. Executive Session

p. Adjournment

Next Meeting(s) City Council Study Session - March 6, 2024

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:

City of Sedro-Woolley

City Council - February 28, 2024

+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: February 28, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

Motion to approve check register, EFT's and payroll as described.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claim Checks #201551 through #201633, plus EFT's and Payroll Checks #61118 through #61124, plus EFT's.

FISCAL IMPACT, IF APPROPRIATE:

Claim Checks and EFT's totaling \$641,014.56 Payroll Checks and EFT's totaling \$287,400.42

ATTACHMENTS:

1. 2024-02-28 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:29:14 Date: 02/21/2024

02/28/2024 To: 02/28/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1844	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	47.99	
					101 - 576 80 47 000 - Riverfront	47.99	
1845	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	332.17	
					102 - 536 20 47 000 - Public Utilities	332.17	
1846	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					101 - 576 80 47 000 - Riverfront	41.22	
1847	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	306.59	
					101 - 576 80 47 000 - Riverfront	306.59	
1848	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	224.27	
					412 - 537 80 47 000 - Public Utilities	224.27	
1849	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	232.17	
					401 - 535 80 47 000 - Public Utilities	232.17	
1850	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	462.22	
					101 - 576 80 47 070 - City Hall	462.22	
1851	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	190.44	
					101 - 576 80 47 053 - Other Utilities	190.44	
1852	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	129.54	
					101 - 576 80 47 051 - Bingham / Memorial	129.54	
1853	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					101 - 576 80 47 040 - Train	41.22	
1854	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					101 - 576 80 47 070 - City Hall	41.22	
1855	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	163.37	
					101 - 576 80 47 050 - Hammer Square	163.37	
1856	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					401 - 535 80 47 000 - Public Utilities	41.22	
1857	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					001 - 521 20 47 000 - Public Utilities	41.22	
1858	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
					401 - 535 80 47 000 - Public Utilities	68.64	
1859	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
					401 - 535 80 47 000 - Public Utilities	68.64	
1860	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	222.02	
					101 - 576 80 47 000 - Riverfront	222.02	
1861	02/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	464.02	
					401 - 535 80 47 000 - Public Utilities	464.02	
1862	02/28/2024	Claims	2	EFT	US Bank -- Purchase Cards	13,822.82	
					001 - 518 80 41 000 - Professional Services	156.28	
					001 - 521 20 26 000 - Uniforms/Accessories	157.99	
					001 - 521 20 26 000 - Uniforms/Accessories	152.51	
					001 - 521 20 31 002 - Office/Operating Supplies	803.54	
					001 - 521 20 31 002 - Office/Operating Supplies	108.59	
					001 - 521 20 31 002 - Office/Operating Supplies	24.97	
					001 - 521 20 31 002 - Office/Operating Supplies	673.23	
					001 - 521 20 31 002 - Office/Operating Supplies	57.54	
					001 - 521 20 31 002 - Office/Operating Supplies	24.97	
					001 - 521 20 31 002 - Office/Operating Supplies	48.84	
					001 - 521 20 31 002 - Office/Operating Supplies	115.10	
					001 - 521 20 31 002 - Office/Operating Supplies	70.90	

CHECK REGISTER

City Of Sedro-Woolley

Time: 11:29:14 Date: 02/21/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 31 002		Office/Operating Supplies	557.79	
			001 - 521 20 31 002		Office/Operating Supplies	803.57	
			001 - 521 20 31 002		Office/Operating Supplies	272.36	
			001 - 521 20 31 002		Office/Operating Supplies	6.87	
			001 - 521 20 31 002		Office/Operating Supplies	211.20	
			001 - 521 20 31 002		Office/Operating Supplies	30.35	
			001 - 521 20 49 010		Dues/Subscriptions	50.00	
			001 - 521 40 43 000		Travel	817.35	
			001 - 521 40 49 000		Tuition/Registration	795.00	
			001 - 521 40 49 000		Tuition/Registration	850.00	
			001 - 521 40 49 000		Tuition/Registration	385.00	
			001 - 521 40 49 000		Tuition/Registration	129.00	
			001 - 521 40 49 000		Tuition/Registration	795.00	
			001 - 521 40 49 000		Tuition/Registration	150.00	
			001 - 521 40 49 000		Tuition/Registration	50.00	
			001 - 521 40 49 000		Tuition/Registration	229.00	
			001 - 522 20 31 000		Operating Supplies	27.10	
			001 - 522 20 41 030		Investigation	55.00	
			001 - 522 21 31 010		Office Supplies	77.94	
			001 - 522 21 49 020		Tuition & Registration	25.00	
			001 - 522 45 43 000		Travel & Meals	21.72	
			001 - 522 45 43 000		Travel & Meals	135.14	
			001 - 524 20 31 000		Off/Oper Supps & Books	87.15	
			001 - 524 20 49 030		Misc-Tuition/Registration	420.00	
			401 - 535 50 48 010		Maintenance Of Lines	23.45	
			401 - 535 50 48 010		Maintenance Of Lines	125.36	
			401 - 535 80 35 010		Safety Equipment	217.15	
			412 - 537 80 31 000		Operating Supplies	811.22	
			412 - 537 80 31 000		Operating Supplies	111.34	
			103 - 542 30 35 010		Safety Equipment	149.00	
			103 - 542 30 49 030		Misc-Tuition/Registration	200.00	
			103 - 542 30 49 030		Misc-Tuition/Registration	225.00	
			101 - 576 80 31 006		Operating Sup - City Hall	745.00	
			101 - 576 80 48 000		Repairs/Maintenance	44.82	
			101 - 576 80 48 009		Hammer Square	1,108.80	
			501 - 594 22 64 501		Vehicles - Fire	127.18	
			501 - 594 35 64 501		Equip & Vehicles - Sewer	63.50	
			001 - 595 10 41 000		Professional Services	495.00	
1863	02/28/2024	Claims	2	EFT	WA St Dept of Revenue	22,734.61	
			425 - 531 50 44 000		Taxes & Assessments	1,438.96	
			401 - 535 80 44 010		Taxes & Assessments	8,179.38	
			102 - 536 20 44 010		Taxes And Assessments	27.57	
			412 - 537 80 44 001		Taxes & Assessments	12,943.19	
			101 - 576 80 44 010		Taxes And Assessments	89.61	
			102 - 589 30 11 102		DO NOT USE - Sales Tax Remitt	55.90	
1864	02/28/2024	Claims	2	201551	A-1 Shredding	217.00	
			001 - 512 50 31 000		Supplies	56.00	
			001 - 514 23 31 000		Supplies	56.00	
			001 - 521 20 31 002		Office/Operating Supplies	105.00	
1865	02/28/2024	Claims	2	201552	AWC - Employee Benefit Trust	3,100.56	
			001 - 521 20 27 000		Retired Medical	3,100.56	
1866	02/28/2024	Claims	2	201553	Amazon Capital Svcs, Inc	2,422.72	
			001 - 514 23 31 000		Supplies	161.79	
			001 - 514 23 42 010		Postage	48.86	
			001 - 518 80 31 000		Office/Operating Supplies	83.60	
			001 - 518 80 31 000		Office/Operating Supplies	14.11	
			001 - 521 20 31 002		Office/Operating Supplies	49.81	
			001 - 521 20 31 002		Office/Operating Supplies	16.24	
			001 - 521 20 31 002		Office/Operating Supplies	9.65	
			001 - 521 20 31 002		Office/Operating Supplies	27.84	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 31 002 - Office/Operating Supplies			13.18	
			001 - 521 20 31 002 - Office/Operating Supplies			23.60	
			001 - 521 20 31 002 - Office/Operating Supplies			39.60	
			401 - 535 50 48 050 - Maint Of General Equip			383.24	
			401 - 535 80 31 010 - Operating Supplies			1,393.10	
			001 - 558 60 49 040 - Misc - Dept. Split			76.91	
			001 - 558 60 49 040 - Misc - Dept. Split			24.33	
			101 - 576 80 31 001 - Operating Sup - Riverfront			27.58	
			101 - 576 80 31 003 - Operating Sup - Parks Shop			29.28	
1867	02/28/2024	Claims	2	201554	Aramark Uniform & Career Apparel Group	56.00	
			401 - 535 80 49 000 - Laundry			14.20	
			401 - 535 80 49 000 - Laundry			14.20	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			102 - 536 20 49 030 - Misc-laundry			1.04	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			412 - 537 80 49 000 - Misc-Laundry			3.97	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
			103 - 542 30 49 000 - Misc-Laundry			8.79	
1868	02/28/2024	Claims	2	201555	Bio Bug Northwest, Inc	70.59	
			101 - 576 80 48 001 - Riverfront			70.59	
1869	02/28/2024	Claims	2	201556	Blythe Mechanical Inc	407.70	
			401 - 535 50 48 060 - Maintenance Of Buildings			407.70	
1870	02/28/2024	Claims	2	201557	Budget Towing & Repair	1,091.26	
			001 - 521 20 41 001 - Professional Services			533.12	
			001 - 521 20 41 001 - Professional Services			558.14	
1871	02/28/2024	Claims	2	201558	Charles Bush	118.50	
			001 - 513 10 43 000 - Meals/Travel			118.50	
1872	02/28/2024	Claims	2	201559	C.Hlth130, dba Cardinal Health 112 LLC	982.41	
			001 - 522 21 31 000 - Operating Supplies - Medical			360.61	
			001 - 522 21 31 000 - Operating Supplies - Medical			343.52	
			001 - 522 21 31 000 - Operating Supplies - Medical			278.28	
1873	02/28/2024	Claims	2	201560	Carl's Towing	275.84	
			001 - 521 20 41 001 - Professional Services			275.84	
1874	02/28/2024	Claims	2	201561	Carletti Architects Ps	6,000.00	
			505 - 594 48 60 020 - Eng - PW Veh Storage Bldg			6,000.00	
1875	02/28/2024	Claims	2	201562	Carrot-Top Industries Inc	285.69	
			101 - 576 80 48 001 - Riverfront			285.69	
1876	02/28/2024	Claims	2	201563	Consumer Rental, LLC	883.02	
			001 - 558 60 49 001 - Miscellaneous			883.02	Skagit Motel Abatement
1877	02/28/2024	Claims	2	201564	Crawford Garage Doors Inc	488.70	
			001 - 522 50 48 020 - Repair/Maint-Garage			488.70	
1878	02/28/2024	Claims	2	201565	Cues, Inc,	290,756.95	
			501 - 594 35 64 501 - Equip & Vehicles - Sewer			290,756.95	
1879	02/28/2024	Claims	2	201566	Databar, Inc	3,659.50	
			001 - 514 23 31 000 - Supplies			832.26	
			425 - 531 50 42 010 - Postage			113.08	
			401 - 535 80 42 015 - Postage			1,837.71	
			412 - 537 80 42 010 - Postage			876.45	
1880	02/28/2024	Claims	2	201567	David Evans & Assoc Inc	21,994.00	
			104 - 595 10 63 080 - Eng-Jones/John Liner/Trail			21,994.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1881	02/28/2024	Claims	2	201568	E & E Lumber, Inc.	564.10	
					401 - 535 50 48 050 - Maint Of General Equip	76.61	
					401 - 535 50 48 050 - Maint Of General Equip	16.06	
					401 - 535 50 48 050 - Maint Of General Equip	56.25	
					102 - 536 20 31 010 - Operating Supplies	50.47	
					103 - 542 30 32 000 - Auto Fuel/Diesel	59.26	
					101 - 576 80 48 005 - Senior Center	275.06	
					101 - 576 80 48 007 - Bingham Park	30.39	
1882	02/28/2024	Claims	2	201569	Edge Analytical Inc	189.00	
					401 - 535 80 41 000 - Professional Services	189.00	
1883	02/28/2024	Claims	2	201570	Epic Land Solutions Inc	2,858.83	
					104 - 595 20 63 084 - RW - SR20 Cascade Trail - Phas	2,858.83	
1884	02/28/2024	Claims	2	201571	Family Promise of Skagit Valley	5,049.00	
					117 - 551 00 00 117 - Affordable Housing	5,049.00	
1885	02/28/2024	Claims	2	201572	Federal Certified Hearing	45.00	
					001 - 518 80 41 000 - Professional Services	45.00	
1886	02/28/2024	Claims	2	201573	Ferguson US Holdings, Inc	807.39	
					401 - 535 50 48 020 - Maint Of Pumping Equip	451.01	
					401 - 535 50 48 020 - Maint Of Pumping Equip	356.38	
1887	02/28/2024	Claims	2	201574	Ferrera, Monica & Rommel, Mathew	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
1888	02/28/2024	Claims	2	201575	GMP Consultants LLC	7,707.05	
					001 - 558 60 41 000 - Professional Services	5,096.00	
					001 - 558 60 41 000 - Professional Services	2,611.05	
1889	02/28/2024	Claims	2	201576	Generator Services NW, LLC	2,199.16	
					001 - 521 20 48 000 - Repairs & Maintenance	146.61	
					001 - 522 50 48 030 - Repair/Maint-Station	146.61	
					425 - 531 50 48 000 - Repairs/Maintenance	146.61	
					401 - 535 50 48 000 - Maintenance Contracts	1,466.11	
					101 - 576 80 48 016 - City Hall	146.61	
					101 - 576 80 48 026 - CS Library	146.61	
1890	02/28/2024	Claims	2	201577	Emmanuel Herrera	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
1891	02/28/2024	Claims	2	201578	Hughes Fire Equip Inc	1,596.87	
					001 - 522 20 48 000 - Repairs/Maint-Equip	1,596.87	
1892	02/28/2024	Claims	2	201579	ICONIX Waterworks (US) Inc	862.03	
					401 - 535 50 48 010 - Maintenance Of Lines	862.03	
1893	02/28/2024	Claims	2	201580	Insight Direct USA, Inc.	35,982.71	
					001 - 518 80 49 000 - Software Maint & Support	35,982.71	
1894	02/28/2024	Claims	2	201581	Aldinger Co. dba Instrument Tech	363.90	
					001 - 521 20 41 001 - Professional Services	133.90	
					401 - 535 80 41 000 - Professional Services	230.00	
1895	02/28/2024	Claims	2	201582	Kent D Bruce Co., LLC	438.85	
					001 - 522 20 48 000 - Repairs/Maint-Equip	438.85	
1896	02/28/2024	Claims	2	201583	Kua, Mina	1,000.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	1,000.00	
1897	02/28/2024	Claims	2	201584	The Language Exchange, Inc	130.00	
					001 - 595 10 41 000 - Professional Services	130.00	

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City Of Sedro-Woolley

Time: 11:29:14 Date: 02/21/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1898	02/28/2024	Claims	2	201585	Lauts Inc dba Lautenbach Industries	913.72	
					412 - 537 60 47 015 - Construction Demolition Land I	396.44	CDL disposal
					412 - 537 60 47 015 - Construction Demolition Land I	517.28	CDL Disposal
1899	02/28/2024	Claims	2	201586	Lenz Enterprises, Inc	579.28	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	579.28	
1900	02/28/2024	Claims	2	201587	Les Schwab Tire Center	790.69	
					412 - 537 50 48 000 - Repairs/maint-equip	790.69	SW Tires
1901	02/28/2024	Claims	2	201588	Life Assist Inc.	994.02	
					001 - 522 21 31 000 - Operating Supplies - Medical	346.16	
					001 - 522 21 31 000 - Operating Supplies - Medical	264.71	
					001 - 522 21 31 000 - Operating Supplies - Medical	383.15	
1902	02/28/2024	Claims	2	201589	McLoughlin & Eardley Corp	4,411.54	
					501 - 594 22 64 501 - Vehicles - Fire	4,411.54	
1903	02/28/2024	Claims	2	201590	Mountain Law, PLLC	8,244.35	
					001 - 515 93 41 000 - Indigent Defender	7,916.00	
					001 - 515 93 41 003 - Indigent Defense Translator	328.35	
1904	02/28/2024	Claims	2	201591	Walter E Nelson Co. of N. WA	839.98	
					101 - 576 80 31 004 - Operating Sup - Comm Center	839.98	
1905	02/28/2024	Claims	2	201592	Nelson Dist, Inc. dba Nelson-Reisner	1,310.37	
					001 - 522 20 32 000 - Auto Fuel/Diesel	36.77	
					001 - 522 20 48 000 - Repairs/Maint-Equip	280.74	
					425 - 531 50 32 000 - Vehicle Fuel	15.90	
					412 - 537 80 32 000 - Auto Fuel/Diesel	377.83	
					501 - 548 30 31 000 - Operating Supplies	599.13	
1906	02/28/2024	Claims	2	201593	Nordic Temperature Control	1,953.17	
					101 - 576 80 48 016 - City Hall	1,953.17	
1907	02/28/2024	Claims	2	201594	North Coast Electric Co	621.37	
					401 - 535 50 48 050 - Maint Of General Equip	621.37	
1908	02/28/2024	Claims	2	201595	North Hill Resources Inc	96.11	
					401 - 535 50 48 010 - Maintenance Of Lines	96.11	
1909	02/28/2024	Claims	2	201596	Lisa Pearson	300.00	
					001 - 521 20 28 000 - Employee Wellness	300.00	
1910	02/28/2024	Claims	2	201597	Public Safety Testing, Inc	55.00	
					001 - 521 20 41 001 - Professional Services	55.00	
1911	02/28/2024	Claims	2	201598	Puget Sound Energy, Inc.	34,930.75	
					001 - 521 20 47 000 - Public Utilities	33.93	
					001 - 521 20 47 000 - Public Utilities	154.75	
					001 - 522 50 47 000 - Public Utilities	624.86	
					425 - 531 50 47 000 - Public Utilities	242.21	
					425 - 531 50 47 000 - Public Utilities	29.78	
					401 - 535 80 47 000 - Public Utilities	13,483.07	
					401 - 535 80 47 000 - Public Utilities	928.92	
					401 - 535 80 47 000 - Public Utilities	264.42	
					401 - 535 80 47 000 - Public Utilities	175.71	
					401 - 535 80 47 000 - Public Utilities	242.21	
					401 - 535 80 47 000 - Public Utilities	76.07	
					401 - 535 80 47 000 - Public Utilities	106.55	
					401 - 535 80 47 000 - Public Utilities	365.33	
					401 - 535 80 47 000 - Public Utilities	175.44	
					401 - 535 80 47 000 - Public Utilities	75.12	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 536 20 47 000 - Public Utilities			75.06	
			412 - 537 80 47 000 - Public Utilities			168.11	
			103 - 542 63 47 000 - Public Utilities			87.42	
			103 - 542 63 47 000 - Public Utilities			100.59	
			103 - 542 63 47 000 - Public Utilities			26.68	
			103 - 542 63 47 000 - Public Utilities			79.13	
			103 - 542 63 47 000 - Public Utilities			11,817.42	
			101 - 576 80 47 000 - Riverfront			12.90	
			101 - 576 80 47 000 - Riverfront			10.86	
			101 - 576 80 47 000 - Riverfront			304.53	
			101 - 576 80 47 000 - Riverfront			561.84	
			101 - 576 80 47 010 - Community Center			510.39	
			101 - 576 80 47 020 - Senior Center			364.25	
			101 - 576 80 47 030 - Museum Apartments			13.57	
			101 - 576 80 47 030 - Museum Apartments			7.97	
			101 - 576 80 47 030 - Museum Apartments			12.09	
			101 - 576 80 47 040 - Train			16.19	
			101 - 576 80 47 050 - Hammer Square			137.52	
			101 - 576 80 47 051 - Bingham / Memorial			244.60	
			101 - 576 80 47 051 - Bingham / Memorial			84.57	
			101 - 576 80 47 052 - Bingham Caretaker			193.30	
			101 - 576 80 47 053 - Other Utilities			15.48	
			101 - 576 80 47 070 - City Hall			3,080.30	
			104 - 595 20 63 082 - RW Trail Road Extension			27.61	
1912	02/28/2024	Claims	2	201599	QCC Quality Controls Corp.	468.00	
			401 - 535 80 41 000 - Professional Services			468.00	
1913	02/28/2024	Claims	2	201600	Red's Mobile 24-Hour Truck & Equip Repai	3,301.31	
			425 - 531 50 48 000 - Repairs/Maintenance			385.14	Unit 607
			412 - 537 50 48 000 - Repairs/maint-equip			298.41	Unit 520
			412 - 537 50 48 000 - Repairs/maint-equip			1,456.95	Unit 521
			412 - 537 50 48 000 - Repairs/maint-equip			387.70	Unit 522
			412 - 537 50 48 000 - Repairs/maint-equip			773.11	Unit 523
1914	02/28/2024	Claims	2	201601	Reichhardt & Ebe	16,387.27	
			104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped			453.02	
			104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle			15,934.25	
1915	02/28/2024	Claims	2	201602	Revize LLC	1,900.00	
			001 - 518 80 42 021 - Internet Services			1,900.00	
1916	02/28/2024	Claims	2	201603	Rick's Refrigeration Inc	126.00	
			412 - 537 60 47 011 - Site Recycling Disposal			126.00	Site Recycle Fridges
1917	02/28/2024	Claims	2	201604	Ricoh USA, Inc	153.31	
			001 - 514 23 45 000 - Operating Rentals/Leases			153.31	
1918	02/28/2024	Claims	2	201605	Ricoh USA, Inc	693.24	
			001 - 514 23 45 000 - Operating Rentals/Leases			231.08	
			001 - 558 60 49 040 - Misc - Dept. Split			462.16	
1919	02/28/2024	Claims	2	201606	Solid Waste Syst Inc dba SWS Equipment	1,481.52	
			412 - 537 50 48 000 - Repairs/maint-equip			1,481.52	Unit 516
1920	02/28/2024	Claims	2	201607	Sedro-Woolley Auto Parts Inc	496.30	
			401 - 535 50 48 050 - Maint Of General Equip			240.71	
			412 - 537 80 31 000 - Operating Supplies			27.20	
			103 - 542 30 31 000 - Operating Supplies			60.61	
			103 - 542 30 31 000 - Operating Supplies			36.37	
			103 - 542 30 32 000 - Auto Fuel/Diesel			131.41	
1921	02/28/2024	Claims	2	201608	Sedron Technologies	1,000.00	

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 582 10 01 101		Community Center Deposit Ref	1,000.00	
1922	02/28/2024	Claims	2	201609	Skagit 911	1,632.92	
			001 - 522 20 41 020		Central Dispatch	1,632.92	
1923	02/28/2024	Claims	2	201610	Skagit Aggregates LLC	842.11	
			401 - 535 50 48 010		Maintenance Of Lines	842.11	
1924	02/28/2024	Claims	2	201611	Skagit Cnty Dept of Emerg Mgmt	10,033.61	
			001 - 525 10 41 000		Dept Of Emerg Management	10,033.61	
1925	02/28/2024	Claims	2	201612	Skagit Cnty Information Svcs	7,848.34	
			001 - 521 20 41 050		Spillman System	7,848.34	
1926	02/28/2024	Claims	2	201613	Skagit Cnty Public Health	100.00	
			101 - 576 80 49 030		Misc-Permits & Licenses	100.00	
1927	02/28/2024	Claims	2	201614	Skagit Cnty Public Works	71,235.61	
			412 - 537 60 47 000		Solid Waste Disposal	71,235.61	SW Disposal
1928	02/28/2024	Claims	2	201615	Skagit Conservation District	420.82	
			425 - 531 50 41 002		Contracted Services	420.82	
1929	02/28/2024	Claims	2	201616	Skagit Farmers Supply	328.87	
			401 - 535 50 48 010		Maintenance Of Lines	65.14	
			401 - 535 50 48 010		Maintenance Of Lines	13.02	
			401 - 535 50 48 050		Maint Of General Equip	26.79	
			103 - 542 30 31 010		Operating Supplies-Propane	73.45	
			501 - 548 30 31 000		Operating Supplies	76.22	Propane
			101 - 576 80 48 009		Hammer Square	59.06	
			101 - 576 80 48 016		City Hall	15.19	
1930	02/28/2024	Claims	2	201617	Skagit Fisheries Enhancement Group	1,000.00	
			101 - 582 10 01 101		Community Center Deposit Ref	1,000.00	
1931	02/28/2024	Claims	2	201618	PNG Media LLC, dba Skagit Publishing	909.22	
			001 - 558 60 41 010		Advertising	96.84	
			001 - 558 60 41 011		Advertising Reimbuseable	279.76	
			001 - 558 60 41 011		Advertising Reimbuseable	252.86	
			001 - 558 60 41 011		Advertising Reimbuseable	279.76	
1932	02/28/2024	Claims	2	201619	Brent Straight dba Skagit Shooting Range	244.35	
			001 - 521 40 49 020		Range Fees	244.35	
1933	02/28/2024	Claims	2	201620	Smarsh Inc.	449.17	
			001 - 518 80 41 000		Professional Services	449.17	
1934	02/28/2024	Claims	2	201621	Stiles & Lehr Law Inc., PS	3,996.00	
			001 - 512 50 41 010		Municipal Court Judge	3,996.00	
1935	02/28/2024	Claims	2	201622	Thompson, Guildner & Assoc, Inc P.S.	16,929.75	
			001 - 515 41 41 000		Ext Legal-City Attorney	14,053.80	
			001 - 515 45 41 000		Legal - Litigation	2,875.95	
1936	02/28/2024	Claims	2	201623	HD Supply Inc, dba USA BlueBook	54.12	
			401 - 535 80 35 010		Safety Equipment	54.12	
1937	02/28/2024	Claims	2	201624	Uline, Inc.	1,897.89	
			001 - 522 21 31 010		Office Supplies	909.51	
			412 - 537 80 31 000		Operating Supplies	988.38	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1938	02/28/2024	Claims	2	201625	UniFirst Corp.	359.16	
					001 - 522 20 26 000 - Uniforms	359.16	
1939	02/28/2024	Claims	2	201626	Universal Field Services, Inc.	2,762.76	
					104 - 595 20 63 082 - RW Trail Road Extension	2,762.76	
1940	02/28/2024	Claims	2	201627	Util Underground Loc Ctr	89.49	
					401 - 535 80 31 010 - Operating Supplies	89.49	
1941	02/28/2024	Claims	2	201628	Valvoline Instnt Oil Chg	130.94	
					001 - 522 20 48 000 - Repairs/Maint-Equip	130.94	
1942	02/28/2024	Claims	2	201629	Verizon Wireless - VSAT	50.00	
					001 - 521 20 41 001 - Professional Services	50.00	
1943	02/28/2024	Claims	2	201630	WA St Assoc of Fire Chiefs	625.00	
					001 - 522 45 49 010 - Tuition/Registration	625.00	
1944	02/28/2024	Claims	2	201631	WW Grainger Inc	48.51	
					401 - 535 50 48 020 - Maint Of Pumping Equip	48.51	
1945	02/28/2024	Claims	2	201632	Woods Acquisition Corp	26.03	
					102 - 536 20 31 010 - Operating Supplies	26.03	
1946	02/28/2024	Claims	2	201633	World Kinect Energy Services, dba	4,472.65	
					001 - 522 20 35 000 - Small Tools & Minor Equip	1,777.52	
					425 - 531 50 32 000 - Vehicle Fuel	81.63	
					425 - 531 50 32 000 - Vehicle Fuel	131.66	
					401 - 535 80 32 000 - Auto Fuel/Diesel	80.20	
					401 - 535 80 32 000 - Auto Fuel/Diesel	89.26	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,599.56	
					103 - 542 30 32 000 - Auto Fuel/Diesel	230.73	
					101 - 576 80 32 000 - Auto Fuel/Diesel	482.09	
					001 Current Expense Fund	124,185.35	
					101 Parks & Facilities Fund	16,865.72	
					102 Cemetery Fund	569.28	
					103 Street Fund	13,294.65	
					104 Arterial Street Fund	44,030.47	
					117 Housing and Related Services	5,049.00	
					401 Sewer Operations Fund	35,801.30	
					412 Solid Waste Operations Fund	96,178.48	
					425 Stormwater Operations	3,005.79	
					501 Equipment Replacement Fund	296,034.52	
					505 Public Works Facility Fund	6,000.00	
						641,014.56	
						Claims:	641,014.56

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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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.

APPROVED

By Kelly Kohnken at 9:52 am, Feb 23, 2024

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date



City Council Agenda Item

Agenda Item No.: e.2.

Date: February 28, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Joint City Council Study Session and Planning Commission Meeting - February 7, 2024

RECOMMENDED ACTION:

Motion to approve Joint City Council and Planning Commission meeting minutes for the study session held on February 7, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

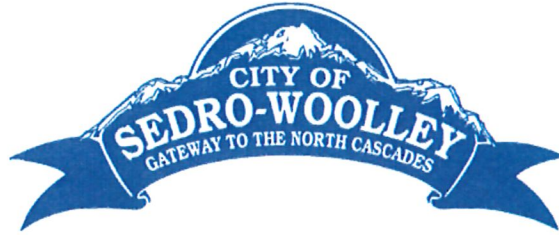
Minutes recorded for Joint City Council and Planning Commission Meeting, held February 7, 2024.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 2-07-2024 Joint City Council and Planning Commission minutes



Joint City Council Study Session and Planning Commission of the City Council
February 7, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

Mayor Julia Johnson called the meeting to order at 6:01 P.M.

b. Pledge of Allegiance

c. Roll Call

Present: Mayor Julia Johnson and City Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Sarah Diamond, Allan Henderson, and Nick Lavacca. Councilmember Joe Burns joined via zoom at 6:32pm.

Planning Commission Members Present: Danielle Freiburger, Matthew Desvoigne, and Commissioner Joe Fattizzi joined via zoom. Planning Commissioners Pat Huggins, Joe Franett, Cassandra Sexson and Silas Maddox were absent.

d. Introduction of Special Guests and Presentation

e. Unfinished Business

1. Update on 2025 Comprehensive Plan Update and Climate Planning Projects

Interim Community Development Director Hiller West shared updates on the 2025 Comprehensive Plan and 2025 Climate Planning Project and shared information about the deadlines under the required updated timelines from the Department of Commerce.

Interim Community Development Director Hiller West shared with the City Council, Planning Commissioners, City Administrator Charlie Bush and Mayor Julia Johnson the importance of beginning the process of reaching out to interested members of the community about becoming a part of an Advisory Committee and recommended gathering information about proposals from consultants regarding the Comprehensive Plan and Climate Planning Projects and shared information about the grants awarded and available.

2. Draft Work/Live Amendments

Planner Nicole McGowan gave a summary and shared the updates of the Draft for the Work Live Amendments.

Planning Commissioners and City Council members discussed the current and future density growth, the land capacity analysis, the Washington State requirements of the Growth Management Act, and the public parking requirements in the Central Business District. They spoke about available affordable housing, the wastewater treatment plant capacity and preparing for a projected upgrade to the treatment plant collection system.

3. Update on Jones / John Liner / Trail Road Corridor Project

Public Works Director Mark Freiberger shared information about the updates on the Jones Rd, John Liner, and Trail Rd corridor project.

f. New Business

g. Adjournment

The meeting adjourned at 7:53 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.3.

Date: February 28, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular Meeting - February 14, 2024

RECOMMENDED ACTION:

Motion to approve City Council meeting minutes for the regular meeting held on February 14, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

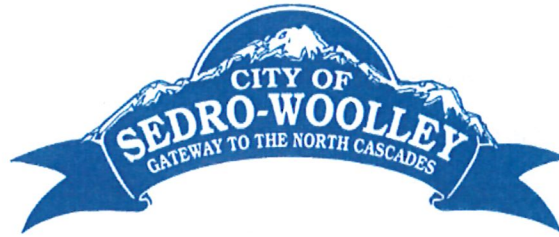
Minutes recorded for the Regular City Council Meeting, held on February 14, 2024.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2-14-2024 Regular City Council minutes



Regular Meeting of the City Council
February 14, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

Present: Mayor Julia Johnson, Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Joe Burns, Sarah Diamond, Allan Henderson, and Nick Lavacca.

d. Approval of Agenda

Motion made to approve the agenda with the addition of discussing the protocol regarding making public comment on zoom.

Motion made by Councilmember Henderson and seconded by Councilmember Lavacca.
Motion carried (7-0).

e. Consent Agenda

Note: Items on the Consent Agenda are considered routine in nature and may be adopted by the Council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the Regular Agenda will consider any item so removed after the Consent Agenda.

Motion to approve the consent agenda made by Councilmember Lavacca and seconded by Councilmember Cocke. Motion carried (7-0).

1. Minutes - Regular Meeting - January 10, 2024
2. Minutes - Regular Meeting - January 24, 2024
3. Check Register - Regular
4. Check Register - Off Cycle
5. Check Register - Off Cycle
6. Reappointment to Civil Service Commission - Commissioner Ken Clark
7. Community Development Grant - Low Auto Sales
8. Purchase - Site Furnishing for the Olmsted Park Development Project

9. Endo Bankruptcy Settlement

f. Introduction of Special Guests and Presentation

g. City Administrator Report

City Administrator Charlie Bush had nothing to report.

h. Councilmember and Mayor's Report

Councilmember Loy attended the grand opening of the new convenience store on Cook Rd and stated he is planning on getting the skateboard challenges up and running again for kids.

Councilmember Kesti wished everyone a Happy Valentine's Day.

Councilmember Diamond spoke about increased complaints about speeding on State and Ferry St, and shared concerns about utility rate increases.

Councilmember Henderson spoke about increased complaints regarding utility rate increases and shared with the council that there is a reduction in rates for seniors available if they qualify in Skagit County for reduced or deferred property taxes.

Councilmember Henderson spoke about complaints of speeding on Township St.

Councilmember Cocke shared complaints about the school buses driving down Carter St.

Councilmember Cocke and Councilmember Burns also shared complaints regarding utility rate increases.

Councilmember Cocke spoke about the Evergreen Goodwill and other great local businesses.

Councilmember Burns shared information on Helping Hands events, Loggerodeo design competition, and City Action Days.

Councilmember Lavacca shared information about the Planning and Business Development meeting and wished everyone a Happy Valentine's Day.

Mayor Julia Johnson shared information about Governor Inslee visiting Sedro-Woolley Highschool and shared that she had been appointed to the AWC board.

i. Proclamation(s)

j. Public Comments

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

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

Comment.'

k. Public Hearing(s)

l. Unfinished Business

1. Master Fee Schedule - Resolution 1141-24 - 3rd Read

Finance Director Kelly Kohnken shared updates to Resolution 1141-24 Master Fee Schedule.

Motion made by Councilmember Lavacca and seconded by Councilmember Diamond to approve Resolution 1141-24 Master Fee Schedule. Motion carried (7-0).

2. 2024 Budget Amendment No. 1 - Ordinance 2066-24 - 2nd Read

Finance Director Kelly Kohnken presented the updates to the 2024 budget amendment No. 1- Ordinance 2066-24.

Motion made by Councilmember Cocke and seconded by Councilmember Henderson to approve the 2024 budget amendment No. 1 - Ordinance 2066-24. Motion carried (6-1). Councilmember Burns opposed.

3. Amendment to Municipal Code to Update Sidewalk Café Regulations and to Possibly Add Regulations for "Streateries" - Ordinance 2065-23 - 2nd Read

Planner Nicole McGowan shared updates and presented version 1 and version 2 of the amendment to the municipal code to update sidewalk café regulations and to possibly add regulations for streateries- Ordinance 2065-24.

Motion made by Councilmember Kesti and seconded by Councilmember Henderson to approve and adopt version 2 amendment to the Municipal code to update sidewalk café regulations and to possibly add regulations for streateries - Ordinance 2065-24. Motion carried (7-0).

**4. Sidewalk Municipal Code - Ordinance 2064-24 - 2nd Read and Possible Adoption
Sidewalk Replacement Program - Resolution 1136-24 - 2nd Read and Possible Adoption**

Public Works Director Mark Freiburger provided the process, detailed background and summary of the sidewalk municipal code - Ordinance 2064-24.

Councilmember Henderson requested to bring the sidewalk replacement program back to the Public Works committee for discussion to develop a fund and potential funding sources.

Motion to approve Ordinance 2064-24 repealing and replacing the Sedro-Woolley municipal code, chapter 12.28 sidewalks.

Motion made by Councilmember Henderson and seconded by Councilmember Burns.
Motion carried (7-0).

Motion to approve Resolution 1136-24 adopting the sidewalk replacement program and the sidewalk replacement policy documents.

Motion made by Councilmember Lavacca and seconded by Councilmember Cocke.
Motion carried (7-0).

m. New Business

1. Grant Approval - 2024 RAISE Application Due February 28, 2024

Public Works Director Mark Freiburger shared updates on eight ongoing and completed projects. He also presented information on the grant approval program and shared details regarding the 2024 raise application submission.

Motion to authorize submission of the grant approval 2024 raise application made by Councilmember Lavacca and seconded by Councilmember Diamond. Motion carried (7-0).

2. City Council Goal Setting

Mayor Julia Johnson and Councilmembers agreed to discuss city council goal setting at the next Council retreat.

City Attorney Nikki Thompson and Mayor Julia Johnson along with Councilmembers had a discussion regarding online public comment and the first amendment freedom of speech by possibly limiting online public comment to city business only, within our limited public forum.

n. Information Only Items

o. Executive Session

p. Adjournment

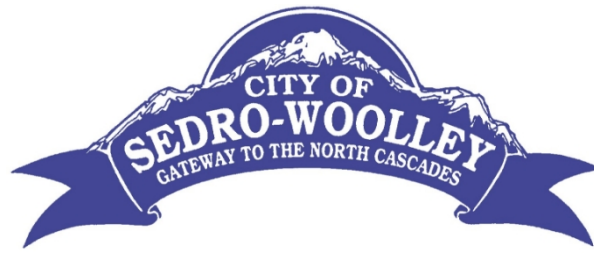
The meeting adjourned at 8:03 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.4.

Date: February 28, 2024

From: Nathan Salseina , Maintenance Operations Supervisor

Subject: Sole Source and Award for Sidewalk Trip Hazard Removal - Resolution 1135-24

RECOMMENDED ACTION:

Authorize the Mayor to sign Resolution 1135-24 waiving competitive bidding requirements and Public Works Agreement 2024-PW-07 awarding sidewalk trip hazard removal services to Precision Concrete Cutting Inc of Provo, Utah for the amount of \$35,034.37.

ISSUE:

Should the Council authorize Mayor Johnson to sign Resolution 1135-24 waiving competitive bidding requirements and Public Works Agreement 2024-PW-07 awarding sidewalk trip hazard removal services to Precision Concrete Cutting Inc of Provo, Utah for the amount of \$35,034.37?

BACKGROUND/SUMMARY INFORMATION:

In accordance with the City's goal to provide the city with safe sidewalks, staff has identified a contractor named Precision Concrete Cutting which utilizes a unique method of cutting and removing sidewalk tripping hazards. Their method utilizes patented tools and techniques to efficiently remove sidewalk trip hazards of up to 2 inches in height. A pilot project was performed on a 3-block section of Ferry Street during the summer of 2023 to test the technology, and staff were very pleased with the results. Having this contractor available to staff to efficiently remove hazards will be an excellent resource for staff. The attached project planned for the spring of 2024 will remove potential sidewalk hazards in the downtown area and areas of the Loggerodeo parade route where we have a lot of pedestrian traffic. Future projects will focus on sidewalks adjacent to arterial streets, and around school zones.

FISCAL IMPACT, IF APPROPRIATE:

Funding to support this project is budgeted in the 2024 Budget, City street fund 103.

ATTACHMENTS:

1. Sole Source
2. Res 1135-24 Sole Source Res Precision
3. 2024-PW-07 Precision Concrete Cutting PW Agreement



3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

May 1, 2023

Sedro-Woolley

RE: Patent information

To Whom It May Concern:

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

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

Previous Patents

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

Current & Pending Patents

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

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

Kind Regards,

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



RESOLUTION NO 1135-24

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

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

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

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

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

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

SECTION 1

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

APPROVED AND ADOPTED this _____ day of February 2024.

APPROVED:

Julia Johnson, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Kelly Kohnken, City Clerk



**SMALL PUBLIC WORKS AGREEMENT NO. 2024-PW-07
(For Projects Under \$350,000)**

THIS SMALL PUBLIC WORKS AGREEMENT ("Contract") is made and entered into this _____ day of **March 2024**, by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and Precision Concrete Cutting Inc., a Washington Incorporated ("Contractor")

WHEREAS, the City desires to accomplish certain public works entitled **2024 Sedro-Woolley Sidewalk Trip Hazard Removal Project** ("the Project") having an estimated cost \$350,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project.

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **2024 Sedro-Woolley Sidewalk Trip Hazard Removal Project** ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

The Project shall be completed no later than **June 30, 2024**.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. Invitation for Bid
- B. Plans and Contract Drawings.
- C. Scope of Work.
- D. Proposal/Bid Submittal (attached).
- E. Current Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- F. WSDOT Amendments to the Standard Specifications (referenced but not attached)
- G. Current APWA Supplement General Special Provisions (referenced but not attached).
- H. City Engineering Standards (referenced but not attached)
- I. Addenda **(if any)**
- J. Payment and Performance Bond (attached if applicable).
- K. Retainage Bond (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a license to do business in the project location.

- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

- A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$35,034.37** (Thirty five thousand thirty-four dollars and 37/100) in accordance with the Contractors rate schedule, bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes (WAC 458-20-171, *Tax Rule 171*), costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
- D. **Payments.** Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.
- E. **Payments for Alterations and/or Additions.** Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.
- F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract when payment and performance bonds are required. For Small Works Roster projects under \$150,000; payment and performance bonds may be waived and the sum equal to ten percent (10%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

For Small Works Roster projects under \$50,000 the City may waive the payment and performance bond requirements of RCW Chapter 39.08 and the retainage requirements of RCW Chapter 60.28.011(1) (a) for contracts solicited and awarded through the limited public works process as outlined in RCW Chapter 39.04.155(3).

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing

the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
2. A release has been obtained from the Washington State Department of Revenue.
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. A release has been obtained from the Washington State Department of Labor and Industries.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination.** In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a Sedro-Woolley business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and

other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he or she has familiarized himself or herself with all existing conditions and other contingencies likely to affect the work, and has made his or her bid accordingly, and that he or she shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils

policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

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

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provisions.

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

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. **Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

23. **Assignment and Subcontractors.**

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees specifically to meet Standard Specification 1-08.1, performing at least thirty percent (30%) of the contract work and to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the

City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by **Nathan Salseina, Maintenance & Operations Supervisor** and shall be administered for the Contractor by the Contractor's Contract Representative, **Brandy Clark**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Director of Public Works
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Telephone Number: 360-855-0771

To Contractor:

Brandy Clark
Precision Concrete Cutting
Physical Address:
5624 128th Street East
Puyallup, WA 98373-5160
Mailing Address:
3191 N. Canyon Rd
Provo, UT 84604-3916
Telephone Number: 206-265-9363

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. **Third Parties.**

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. **Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. **Venue.**

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Skagit County, Washington.

32. **Attorney Fees**

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. **Authority**

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. **Counterparts.**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

35. **Debarment and Uniform Guidance.** If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached Exhibit , if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

City of Sedro-Woolley

By _____
Mayor

Precision Concrete Cutting Inc.

By _____

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity (See Part 21. D. above):

Mayor

Precision Concrete Cutting Inc.

ATTACHMENTS:

- Retainage Investment Option
- Contractors Bid # WA67946BC, dated February 5, 2024

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Sedro-Woolley (City) will hold your retainage as described in "Current Expense", option 1 below.

- _____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

- _____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

- _____ 3. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% or 10% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt of Labor and Industries / Department of Revenue / Employment Security Department clearance, whichever takes longer.

(Contractor's Signature)	Date

Title



City of Sedro-Woolley
Nathan Salseina
325 Metcalf Street
Sedro-Woolley WA, 98284
(360) 856-0151
nsalseina@Sedro-Woolley.gov

February 5, 2024
Surveyed By: Chad
Bid #: WA67946BC

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

City of Sedro-Woolley 2024
EASTERN AVE
Hazards 276-282 & 575-577

Total Ln. Ft.
44.8

Total In. Ft.
9.73

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Feet	Location	Inch Feet
276	0.375	0.125	5.3	Eastside of Eastern St next to abandon car wash next to old light missing light post	1.31
277	0.500	0.000	6.3	Eastside of Eastern St next to barley brew westside of building next to second garage door	1.56
278	0.250	0.000	2.5	Eastside of Eastern St next to barley brew westside of building next to third garage door	0.31
279	0.375	0.000	2.8	Eastside of Eastern St next to 809 next to piles of metal artwork just passed power pole	0.52
280	0.250	0.000	2.5	Eastside of Eastern St next to 809 next to piles of metal artwork at power pole support lines to sidewalk	0.31
281	0.375	0.125	5.0	Eastside of Eastern St next to pioneer marketplace just passed entrance to store right-side	1.25
282	0.250	0.125	5.0	Eastside of Eastern St next to pioneer marketplace just before crosswalk at state St. and before fire hydrant	0.94
575	0.250	0.125	5.3	E walk Eastern Ave. near Barley Brew and utility pole	0.98
576	0.250	0.125	5.3	E walk Eastern Ave. near 809 and utility pole	0.98
577	0.375	0.250	5.0	E walk Eastern Ave. near 809 and utility pole Do Not Enter sign	1.56
		Totals:	44.8		9.73
Subtotal:					\$730.08

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

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

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

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

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

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



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February 5, 2024
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3191 North Canyon Road
Provo, Utah 84604
(801) 224-0025 - phone
(801) 855-7150 - fax
Federal ID #: 04-3800739

City of Sedro-Woolley 2024
METCALF ST.
Hazards 488-552 & 578-588

Total Ln. Ft.
521.8

Total In. Ft.
141.28

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Feet	Location	Inch Feet
488	0.250	0.000	7.5	Eastside of Metcalf St across from 612 next to power light pole before crosswalk	0.94
489	0.250	0.125	10.0	Eastside of Metcalf St across from 612 after crosswalk next to Mac Yarder monument	1.88
490	0.500	0.125	10.0	Eastside of Metcalf St across from 612 after Mac Yarder monument just passed three hour parking sign	3.13
491	0.250	0.125	10.0	Eastside of Metcalf St across from 612 after Mac Yarder monument just passed three hour parking sign	1.88
492	0.250	0.125	5.8	Eastside of Metcalf St across from 612 after Mac Yarder monument just passed three hour parking sign next to tree	1.08
493	0.375	0.250	1.8	Eastside of Metcalf St next to 617 first brick planter	0.55
494	0.750	0.625	3.5	Eastside of Metcalf St next to 617 first brick planter	2.41
495	0.250	0.250	6.8	Eastside of Metcalf St next to 617 second brick planter	1.69
496	0.375	0.125	3.8	Eastside of Metcalf St next to 617 third brick planter	0.94
497	0.625	0.250	7.8	Eastside of Metcalf St next to 617 fourth brick planter	3.39
498	0.375	0.000	4.8	Eastside of Metcalf St next to 617 just passed fourth brick planter next to light pole	0.89
499	0.500	0.000	5.8	Eastside of Metcalf St next to 625 at brick piler before door	1.44
500	0.250	0.000	3.0	Eastside of Metcalf St next to 625 next to door	0.38
501	0.250	0.125	7.5	Eastside of Metcalf St next to 629 just before door next to brick piler	1.41
502	0.250	0.000	6.8	Eastside of Metcalf St next to 629 at door	0.84

503	0.500	0.000	7.8	Eastside of Metcalf St next to 701 just passed crosswalk next to light pole and stop sign	1.94
504	0.375	0.125	10.0	Eastside of Metcalf St next to 701 just passed stop sign next to door	2.50
505	0.250	0.125	5.8	Eastside of Metcalf St next to 701 next to beginning of fence	1.08
506	0.250	0.000	4.3	Eastside of Metcalf St next to 707 next to door and light pole	0.53
507	0.250	0.000	8.0	Eastside of Metcalf St next to 707 just passed door	1.00
508	0.375	0.250	10.0	Eastside of Metcalf St next to 711 just passed door	3.13
509	0.375	0.125	9.0	Eastside of Metcalf St next to 711 just passed door next to bench	2.25
510	0.500	0.250	2.5	Eastside of Metcalf St next to empty lot across from 802	0.94
511	0.250	0.000	6.0	Eastside of Metcalf St next to empty lot across from 802	0.75
512	0.375	0.000	4.5	Eastside of Metcalf St next to empty lot across from 802	0.84
513	0.375	0.000	6.0	Eastside of Metcalf St next to 805 just passed door next to light post	1.13
514	0.250	0.000	6.3	Eastside of Metcalf St next to 805 just passed light post next to metal grate	0.78
515	0.250	0.125	11.3	Eastside of Metcalf St next to 809 just passed door	2.11
516	0.375	0.000	5.0	Eastside of Metcalf St next to 809 just passed door almost to wood statue	0.94
517	0.250	0.125	5.5	Eastside of Metcalf St next to 813 next to wood statue	1.03
518	0.375	0.125	8.5	Eastside of Metcalf St next to 901 second metal post	2.13
519	0.375	0.125	8.5	Eastside of Metcalf St next to 903 almost to seventh metal post	2.13
520	0.375	0.125	3.5	Eastside of Metcalf St next to 903 almost to eighth metal post	0.88
521	0.500	0.125	8.5	Eastside of Metcalf St next to 903 almost to ninth metal post	2.66
522	0.375	0.000	7.5	Eastside of Metcalf St next to 903 almost to tenth metal post	1.41
523	0.375	0.000	8.5	Eastside of Metcalf St next to 913 just passed wooden cowboy statue	1.59
524	0.250	0.125	3.0	Eastside of Metcalf St next to 921 next to Copper drain pipe in brick wall	0.56
525	0.250	0.000	4.8	Westside of Metcalf St next to parking lot and pacific stump puller monument	0.59

526	0.500	0.125	9.0	Westside of Metcalf St next to parking lot at end by alley entrance and metal cover	2.81
527	0.250	0.000	6.8	Westside of Metcalf St next to 900 light post next to alley	0.84
528	0.375	0.125	9.3	Westside of Metcalf St next to 900 before crosswalk next to front entrance	2.31
529	0.250	0.000	3.0	Westside of Metcalf St next to 900 just before crosswalk next to the four bench in a circle	0.38
530	0.250	0.000	4.0	Westside of Metcalf St next to 830 just passed stop sign before business door	0.50
531	0.375	0.000	6.8	Westside of Metcalf St next to 826 just passed door	1.27
532	0.375	0.000	8.8	Westside of Metcalf St next to 824 just before door	1.64
533	0.375	0.250	8.5	Westside of Metcalf St next to 820 just before door	2.66
534	0.250	0.000	6.0	Westside of Metcalf St next to 816 just before door at wood statue	0.75
535	0.375	0.000	7.3	Westside of Metcalf St next to 816 just after door	1.36
536	0.250	0.125	6.5	Westside of Metcalf St next to 810 just before door	1.22
537	0.625	0.000	10.0	Westside of Metcalf St next to 810 just after door	3.13
538	0.375	0.000	4.0	Westside of Metcalf St next to 810 after door next to wood bear statue	0.75
539	0.250	0.000	6.8	Westside of Metcalf St next to 808 right-side of alley	0.84
540	0.625	0.000	10.0	Westside of Metcalf St next to 808 in front of 808s door	3.13
541	0.500	0.250	10.0	Westside of Metcalf St next to 804 next to mail box	3.75
542	0.375	0.000	10.0	Westside of Metcalf St next to 802 just before light pole and crosswalk	1.88
543	0.250	0.125	5.0	Westside of Metcalf St next to 802 just before light pole and crosswalk	0.94
544	0.500	0.125	10.0	Westside of Metcalf St next to 720 just after fire hydrant	3.13
545	0.375	0.125	9.0	Westside of Metcalf St next to 714 just before door	2.25
546	0.250	0.125	6.0	Westside of Metcalf St next to 708 just before door	1.13
547	0.250	0.000	5.0	Westside of Metcalf St next to 702 at door	0.63
548	0.375	0.125	8.5	Westside of Metcalf St next to 702c at door	2.13

549	0.375	0.125	10.0	Westside of Metcalf St next to hammer Heritage Square building next to gate and water meter	2.50
550	0.250	0.000	6.8	Westside of Metcalf St next to hammer Heritage Square building just passed gate	0.84
551	0.500	0.250	10.0	Westside of Metcalf St next to hammer Heritage Square building passed gate just before light post next to water meter	3.75
552	0.625	0.125	10.0	Westside of Metcalf St next to 612 just before the door	3.75
578	0.750	0.000	8.0	S walk Metcalf St. across from us bank	3.00
579	1.250	0.250	7.0	S walk Metcalf St. across from us bank	5.25
580	0.375	0.000	4.0	S walk Metcalf St. across from us bank near light pole	0.75
581	0.875	0.250	7.0	S walk Metcalf St. across from us bank near light pole	3.94
582	0.375	0.250	5.0	S walk Metcalf St. across from us bank near light pole	1.56
583	0.625	0.000	4.0	S walk Metcalf St. across from us bank near light pole	1.25
584	0.375	0.125	4.3	S walk Metcalf St. across from us bank near light pole	1.06
585	0.875	0.000	5.3	S walk Metcalf St. across from us bank near stop sign	2.30
586	1.500	0.125	6.0	S walk Metcalf St. across from us bank near stop sign	4.88
587	1.500	0.500	10.0	S walk Metcalf St. across from us bank near stop sign. Hazard is off the path of walk	10.00
588	0.500	0.000	5.5	S walk Metcalf St. across from us bank near stop sign. Hazard is off the path of walk	1.38
		Totals:	521.8		141.28
Subtotal:					\$10,596.09

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

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City of Sedro-Woolley
 Nathan Salseina
 325 Metcalf Street
 Sedro-Woolley WA, 98284
 (360) 856-0151
nsalseina@Sedro-Woolley.gov

February 5, 2024
 Surveyed By: Chad
 Bid #: WA67946BC

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

City of Sedro-Woolley 2024
MUDROCK ST.
 Hazards 374-387

Total Ln. Ft.
71.5

Total In. Ft.
18.77

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Feet	Location	Inch Feet
374	0.250	0.125	4.3	Southeast side of Murdock St next to 304 right-side of driveway by first lot entrance	0.80
375	0.250	0.000	1.0	Southeast side of Murdock St next to 304 center of driveway by first lot entrance	0.13
376	0.250	0.000	5.0	Southeast side of Murdock St next to 304 left side of driveway by first lot entrance	0.63
377	0.375	0.125	8.5	Southeast side of Murdock St next to 304 left side of second driveway to lot	2.13
378	0.500	0.250	6.5	Southeast side of Murdock St next to 725 next to crosswalk around the water meter	2.44
379	0.500	0.250	5.5	Southeast side of Murdock St next to 701 next to bench	2.06
380	0.375	0.125	9.5	Northwest side of Murdock St next to 700 just before 3hour parking sign next to crosswalk and wall	2.38
381	0.500	0.125	10.0	Northwest side of Murdock St next to 700 at entrance	3.13
382	0.250	0.000	1.0	Northwest side of Murdock St next to 700 end of rock wall next to back alley parking	0.13
383	0.250	0.000	5.5	Northwest side of Murdock St next to 700 next to back alley parking just before alley entrance	0.69
384	Recommended Replacement			Northwest side of Murdock St next to 720 request replacement whole half block thin concrete buckling vertical and horizontal all over for hazards	Recommended Replacement
385	0.500	0.000	3.3	Northwest side of Murdock St next to 816 left side of driveway entrance	0.81
386	0.500	0.250	7.0	Northwest side of Murdock St across from 303 at crosswalk	2.63
387	0.250	0.125	4.5	Northwest side of Murdock St across from 303 at crosswalk	0.84

		Totals:	71.5		18.77
Subtotal:					\$1,407.42

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

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February 5, 2024
Surveyed By: Chad
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Federal ID #: 04-3800739

City of Sedro-Woolley 2024
STATE ST.
Hazards 283-340

Total Ln. Ft.
364.3

Total In. Ft.
73.91

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Feet	Location	Inch Feet
283	0.500	0.000	6.8	Northside of State St next to pioneer marketplace just past power pole heading east	1.69
284	0.250	0.000	8.3	Northside of State St next to pioneer marketplace about 15 ft to crosswalk and parking lot entrance	1.03
285	0.250	0.000	5.0	Northside of State St next to pioneer marketplace left side parking lot entrance	0.63
286	0.625	0.000	2.3	Northside of State St next to pioneer marketplace left side parking lot entrance	0.70
287	0.750	0.000	6.5	Northside of State St next to pioneer marketplace left side parking lot entrance	2.44
288	0.375	0.000	8.0	Northside of State St next to pioneer marketplace parking lot entrance right-side	1.50
289	0.375	0.000	9.3	Northside of State St next to pioneer marketplace parking lot entrance right-side last section of new to old	1.73
290	0.250	0.000	6.8	Northside of State St next to pioneer marketplace just pasted power and light pole	0.84
291	0.250	0.125	4.8	Northside of State St next to pioneer marketplace just passed power and light pole about 35ft	0.89
292	0.500	0.250	9.3	Northside of State St next to family dental southwest corner next to alley entrance	3.47
293	0.500	0.250	8.0	Northside of State St next to family dental southeast corner at handicap parking sign	3.00
294	0.250	0.000	5.8	Northside of State St next to Bigfoots Den about 15 ft from crosswalk	0.72
295	0.250	0.125	5.5	Northside of State St next to Bigfoots Den next to three hour parking sign just before Alley	1.03

296	0.250	0.000	8.5	Northside of State St next to Bigfoots Den at Alley center of it	1.06
297	0.625	0.125	6.5	Northside of State St across from Shelley's shack just passed power and light pole	2.44
298	0.375	0.125	7.3	Northside of State St across from Shelley's shack just passed power and light pole	1.81
299	Recommended Replacement			Northside of State St across from Shelley's shack entrance to parking lot request replacement massive cracking and missing concrete	Recommended Replacement
300	0.500	0.000	9.5	Northside of State St across from Shelley's shack entrance to parking lot right-side	2.38
301	0.375	0.125	9.5	Northside of State St across from El patron restaurant next to power pole	2.38
302	Recommended Replacement			Northside of State St across from El patron restaurant just passed crosswalk sign request replacement missing concrete and cracking	Recommended Replacement
303	0.375	0.125	9.5	Northside of State St across from 303 next to crosswalk	2.38
304	0.250	0.125	9.5	South Side of State St next to Bee fit northeast corner next to Hals drive-in	1.78
305	0.375	0.125	9.5	South Side of State St next to Bee fit northeast corner just passed water meter	2.38
306	0.250	0.000	9.5	South Side of State St next to Bee fit next to entrance door	1.19
307	0.375	0.000	7.3	South Side of State St next to Bee fit next to entrance door	1.36
308	0.250	0.000	2.3	South Side of State St next to Bee fit passed entrance door about 25ft	0.28
309	0.375	0.000	4.5	South Side of State St next to West Coast dumplings before entrance about 15ft	0.84
310	0.250	0.000	6.3	South Side of State St next to West Coast dumplings before entrance about 10ft	0.78
311	0.375	0.000	3.0	South Side of State St next to West Coast dumplings just after entrance about 10ft	0.56
312	0.375	0.000	4.8	South Side of State St next to West Coast dumplings just after entrance about 15ft next to crosswalk sign	0.89
313	0.250	0.000	7.0	South Side of State St next to El Patron restaurant next to fire hydrant	0.88
314	0.250	0.000	1.0	South Side of State St next to El Patron restaurant next to fire hydrant	0.13
315	0.250	0.000	3.8	South Side of State St next to El Patron restaurant next to crosswalk	0.47
316	0.375	0.000	3.8	South Side of State St next to garage cafe at crosswalk	0.70

317	0.250	0.000	9.8	South Side of State St next to garage cafe left side of old driveway	1.22
318	0.750	0.000	9.5	South Side of State St next to old-timers bar and Grill just passed bench	3.56
319	0.250	0.000	8.5	South Side of State St next to old-timers bar and Grill just passed bench about 15ft	1.06
320	0.250	0.000	9.5	South Side of State St next to 901 next to handicap and three hour parking sign	1.19
321	0.250	0.125	10.0	South Side of State St next to 901 just passed handicap and three hour parking sign	1.88
322	0.250	0.000	10.0	South Side of State St next to 901 just before crosswalk	1.25
323	0.375	0.000	4.3	South Side of State St next to 901 at crosswalk	0.80
324	0.250	0.000	7.3	South Side of State St next to 900 at crosswalk	0.91
325	0.500	0.000	5.3	South Side of State St next to 900 just passed crosswalk next to four-sided bench	1.31
326	0.250	0.125	5.8	South Side of State St next to 900 just passed stop sign next to water meters	1.08
327	0.375	0.125	1.3	South Side of State St next to 900 just passed stop sign next to water meters	0.31
328	0.250	0.000	1.0	South Side of State St next to 900 just passed water meters	0.13
329	0.250	0.000	8.0	South Side of State St next to 900 just before alley	1.00
330	0.250	0.000	5.3	South Side of State St next to 900 just before alley	0.66
331	0.750	0.000	10.0	South Side of State St next to 900 just before alley	3.75
332	0.375	0.125	9.0	South Side of State St next to 133 just passed entrance	2.25
333	0.375	0.000	7.0	South Side of State St next to 133 just passed entrance next to brick flower 2ft wall	1.31
334	0.250	0.125	2.5	South Side of State St next to 133 end of brick small wall	0.47
335	0.250	0.125	7.8	South Side of State St next to 131 next to water meter	1.45
336	0.375	0.125	5.0	South Side of State St next to 131 next to water meter	1.25
337	0.375	0.000	5.8	South Side of State St next to 131 just passed water meter	1.08
338	0.250	0.000	7.5	South Side of State St next to 111 northeast corner by parking lot entrance	0.94
339	0.250	0.000	2.0	South Side of State St next to 111 northeast corner before entrance	0.25

340	0.250	0.000	3.8	South Side of State St next to 111 northwest corner after water meter	0.47
		Totals:	364.3		73.91
Subtotal:					\$5,542.97

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

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

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

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

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

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

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



City of Sedro-Woolley
 Nathan Salseina
 325 Metcalf Street
 Sedro-Woolley WA, 98284
 (360) 856-0151
nsalseina@Sedro-Woolley.gov

February 5, 2024
 Surveyed By: Chad
 Bid #: WA67946BC

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

City of Sedro-Woolley 2024
REMAINING

Total Ln. Ft.
776.8

Total In. Ft.
223.44

PRECISION CONCRETE CUTTING					
No.	Size	Size	Lineal Feet	Location	Inch Feet
341	0.375	0.125	6.5	Southside of Woodworth St next to 809 next to fire hydrant	1.63
342	0.375	0.000	6.5	Southside of Woodworth St next to 809 just passed fire hydrant	1.22
343	1.750	0.125	7.5	Southside of Woodworth St next to 809 just passed fire hydrant center of old driveway	7.03
344	0.375	0.125	7.0	Southside of Woodworth St next to 809 just passed fire hydrant center of old driveway	1.75
345	0.500	0.125	5.3	Southside of Woodworth St next to 809 just passed fire hydrant left side of old driveway	1.64
346	0.500	0.000	7.0	Southside of Woodworth St next to 800 next to stop sign	1.75
347	0.375	0.000	4.8	Southside of Woodworth St next to 800 next to stop sign	0.89
348	Recommended Replacement			Southside of Woodworth St next to 798 request replacement heavy cracking and spalling plus old thin concrete	Recommended Replacement
349	Recommended Replacement			Southside of Woodworth St next to 798 request replacement heavy cracking and spalling plus old thin concrete	Recommended Replacement
350	0.250	0.000	9.0	Southside of Woodworth St next to 221 next to parking lot staging area	1.13
351	0.500	0.125	7.5	Southside of Woodworth St next to 221 next to northwest corner of building	2.34
352	Recommended Replacement			Southside of Woodworth St next to 221 next entrance door request replacement spalling cracking and thin concrete	Recommended Replacement
353	Recommended Replacement			Southside of Woodworth St next to 221 next entrance door request replacement spalling cracking and thin concrete	Recommended Replacement

354	Recommended Replacement			Southside of Woodworth St next to 221 next entrance door request replacement spalling cracking and thin concrete	Recommended Replacement
355	0.375	0.250	10.0	Northside of Woodworth St next to US Bank right-side of parking lot entrance	3.13
356	0.375	0.250	10.0	Northside of Woodworth St next to US Bank left side of parking lot entrance	3.13
357	Recommended Replacement			Northside of Woodworth St next to Janicki building request replacement spalling massive cracks and thin concrete whole section	Recommended Replacement
358	Recommended Replacement			Northside of Woodworth St next to Janicki building request replacement spalling massive cracks and thin concrete whole section	Recommended Replacement
359	0.375	0.000	6.0	Northside of Woodworth St next to 720 just after crosswalk	1.13
360	0.375	0.000	6.0	Northside of Woodworth St next to 720 just before alley about 25ft	1.13
361	0.250	0.000	7.0	Northside of Woodworth St next to 720 just before alley about 20ft	0.88
362	0.375	0.000	4.8	Northside of Woodworth St next to 720 at right side of alley next to building	0.89
363	0.500	0.000	4.5	Northside of Woodworth St next to 720 at right side of alley next to building	1.13
364	0.750	0.000	6.0	Northside of Woodworth St next to 720 at right side of alley next to road	2.25
365	1.000	0.000	10.0	Northside of Woodworth St next to 108 just before wood privacy fence	5.00
366	0.500	0.000	3.0	Northside of Woodworth St next to 108 just before wood privacy fence	0.75
367	0.500	0.000	2.8	Northside of Woodworth St next to 108 next to wood privacy fence	0.69
368	0.500	0.125	3.5	Northside of Woodworth St next to 108 next to wood privacy fence	1.09
369	0.500	0.125	6.3	Northside of Woodworth St next to 102 next to wood privacy fence	1.95
370	0.375	0.125	4.0	Northside of Woodworth St next to 102 next to support wires for power pole	1.00
371	1.000	0.000	8.3	Northside of Woodworth St next to 102 next to support wires for power pole next to entrance door	4.13
372	0.500	0.000	9.8	Northside of Woodworth St next to 102 next to entrance door just before stop sign	2.44
373	0.500	0.125	9.0	Northside of Woodworth St next to 102 at stop sign	2.81

388	0.375	0.125	9.5	Eastside of Third St next to 949 just before door	2.38
389	0.250	0.125	10.0	Eastside of Third St next to 949 just after building next to no parking sign and two hour sign	1.88
390	0.375	0.125	6.0	Eastside of Third St next to 949 left side of alley entrance next to power pole	1.50
391	0.375	0.125	10.0	Eastside of Third St next to 949 center of alley entrance	2.50
392	0.250	0.125	5.0	Eastside of Third St next to 949 right-side of alley entrance	0.94
393	0.250	0.125	8.5	Eastside of Third St next to empty lot just before warner St. about 25ft	1.59
394	0.375	0.000	5.5	Eastside of Third St next to empty lot just before warner St. about 10ft	1.03
395	0.375	0.125	7.0	Eastside of Third St next to empty lot at warner St. at crosswalk	1.75
396	0.375	0.125	5.8	Eastside of Third St next to 1001 at crosswalk	1.44
397	0.375	0.000	5.0	Eastside of Third St next to 1001 at crosswalk	0.94
398	0.250	0.125	7.0	Eastside of Third St next to 1001 at crosswalk	1.31
399	0.250	0.000	7.5	Eastside of Third St next to 1001 just passed crosswalk	0.94
400	0.375	0.125	5.0	Eastside of Third St next to 300 at crosswalk	1.25
401	0.375	0.125	5.0	Eastside of Third St next to 300 at crosswalk	1.25
402	0.375	0.125	9.3	Eastside of Third St next to 301 at crosswalk next to corner fence	2.31
403	0.375	0.250	5.3	Eastside of Third St next to 301 just passed crosswalk still next to small fence	1.64
404	0.375	0.000	8.0	Eastside of Third St next to 301 just before garage	1.50
405	0.250	0.125	10.0	Eastside of Third St next to 301 just before the beginning of the school parking lot next to Skagit transit sign	1.88
406	0.375	0.250	10.0	Eastside of Third St next to school next to stop sign and school first entrance	3.13
407	0.500	0.250	9.0	Eastside of Third St next to school little past middle of the school at metal cover	3.38
408	0.375	0.125	9.0	Eastside of Third St next to school little past middle of the school at metal cover	2.25
409	0.500	0.250	11.5	Eastside of Third St next to school little past middle of the school passed metal cover	4.31
410	0.500	0.125	7.8	Eastside of Third St next to school almost to second entrance next to power pole	2.42

411	0.625	0.000	5.0	Eastside of Third St next to school almost to second entrance next to power pole	1.56
412	0.375	0.000	7.3	Eastside of Third St next to second entrance next to right hand side of stairs	1.36
413	0.375	0.125	7.8	Eastside of Third St passed second entrance at crosswalk	1.94
414	0.250	0.125	5.3	Eastside of Third St passed second entrance at crosswalk	0.98
415	0.375	0.125	7.3	Eastside of Third St passed second entrance at crosswalk	1.81
416	0.375	0.000	4.0	Eastside of Third St next to 1301 end of fence left side of alley	0.75
417	0.250	0.125	5.8	Eastside of Third St next to 1301 end of fence right-side of alley	1.08
418	0.250	0.000	4.5	Westside of Third St next to career and technical school after crosswalk	0.56
419	0.250	0.000	4.0	Westside of Third St next to career and technical school after crosswalk next to stop sign	0.50
420	0.250	0.125	4.0	Westside of Third St next to career and technical school just before stairs to entrance	0.75
421	0.250	0.125	2.0	Westside of Third St next to career and technical school just before stairs to entrance	0.38
422	0.500	0.125	4.5	Westside of Third St next to career and technical school at stairs to entrance	1.41
423	0.375	0.000	3.5	Westside of Third St next to career and technical school at stairs to entrance	0.66
424	Recommended Replacement			Westside of Third St next to career and technical school just passed stairs to entrance request replacement missing concrete and massive cracks	Recommended Replacement
425	Recommended Replacement			Westside of Third St next to career and technical school just passed stairs to entrance before dumpster request replacement missing concrete and massive cracks	Recommended Replacement
426	0.375	0.000	4.3	Westside of Third St next to career and technical school just passed stairs to entrance at dumpster area	0.80
427	0.500	0.250	5.0	Westside of Third St next to career and technical school just passed dumpster area next to metal bear art	1.88
428	0.375	0.250	5.0	Westside of Third St next to career and technical school just passed metal bear art	1.56
429	0.625	0.000	3.5	Westside of Third St next to career and technical school next to second entrance	1.09

430	0.500	0.125	5.0	Westside of Third St next to career and technical school next to second entrance at handicap parking sign	1.56
431	0.625	0.000	10.0	Westside of Third St next to career and technical school next to second entrance at handicap parking sign	3.13
432	0.250	0.000	3.8	Westside of Third St next to career and technical school next to second entrance just passed handicap parking sign	0.47
433	0.750	0.000	4.8	Westside of Third St next to career and technical school just passed second entrance	1.78
434	0.500	0.125	5.0	Westside of Third St next to career and technical school just passed second entrance next to metal shark sculpture	1.56
435	0.500	0.250	5.0	Westside of Third St next to career and technical school next to metal shark sculpture	1.88
436	0.375	0.000	6.0	Westside of Third St next to second school just before first walkway up to school	1.13
437	0.375	0.250	6.5	Westside of Third St next to second school at first walkway up to school	2.03
438	0.375	0.250	6.5	Westside of Third St next to second school just before flag pole	2.03
439	0.750	0.250	6.5	Westside of Third St next to second school just passed flag pole	3.25
440	0.250	0.250	6.0	Westside of Third St next to second school just passed second walkway to school next to metal cover	1.50
441	0.250	0.125	6.0	Westside of Third St next to second school just passed second walkway to school next to metal cover	1.13
442	0.250	0.125	4.5	Westside of Third St next to second school just passed second walkway to school next to metal cover	0.84
443	0.250	0.125	6.5	Westside of Third St next to second school just passed second walkway to school next to power pole	1.22
444	Recommended Replacement			Westside of Third St just passed second school next to parking lot request replacement heavy cracking thin concrete	Recommended Replacement
445	0.250	0.250	2.8	Westside of Third St just passed second school next to parking lot about half way down the fence line	0.69

446	0.250	0.250	2.5	Westside of Third St just passed second school next to parking lot about half way down the fence line	0.63
447	Recommended Replacement			Westside of Third St just passed second school next to parking lot almost to end of fence request replacement heavy cracking and spalling bad	Recommended Replacement
448	0.375	0.125	5.5	Westside of Third St just passed second school next to parking lot almost to end of fence	1.38
449	0.500	0.125	5.5	Westside of Third St next to 1120 next to fire hydrant	1.72
450	0.500	0.000	1.0	Westside of Third St next to 1120 next to tree	0.25
451	0.500	0.125	4.5	Westside of Third St next to 1120 next to tree	1.41
452	1.250	0.375	8.3	Westside of Third St next to 1120 next to gate	6.70
453	0.500	0.000	1.5	Westside of Third St next to 1120 at gate	0.38
454	0.500	0.000	6.5	Westside of Third St next to 1120 just passed gate	1.63
455	0.375	0.000	9.0	Westside of Third St next to 1120 just passed gate before power pole	1.69
456	0.625	0.000	8.0	Westside of Third St next to 1120 next to power pole	2.50
457	0.250	0.000	3.3	Westside of Third St next to 1120 just passed power pole	0.41
458	1.125	0.250	4.0	Westside of Third St next to 1112 just before third fence post	2.75
459	0.250	0.125	5.0	Westside of Third St next to 1112 just before forth fence post	0.94
460	0.875	0.000	8.0	Westside of Third St next to 1112 just before fifth fence post	3.50
461	0.625	0.125	7.5	Westside of Third St next to 1112 just before end of fence	2.81
462	0.750	0.000	4.5	Westside of Third St next to 1112 just before driveway	1.69
463	1.125	0.500	7.5	Westside of Third St next to 1112 left side of driveway	6.09
464	0.375	0.000	4.5	Westside of Third St next to 1110 just before walkway to residence	0.84
465	0.375	0.125	7.8	Westside of Third St next to 1110 next to start of fence next to water meter	1.94
466	0.500	0.375	7.5	Westside of Third St next to 1110 just before end of fence	3.28
467	1.500	0.000	7.3	Westside of Third St next to 1100 next to first tree	5.44

468	1.250	0.375	7.8	Westside of Third St next to 1100 next to fourth tree	6.30
469	0.375	0.000	7.8	Westside of Third St next to 1100 just before crosswalk next to power pole	1.45
470	0.375	0.125	8.0	Westside of Third St next to 1100 at crosswalk	2.00
471	0.500	0.000	9.0	Westside of Third St next to 1066 just passed crosswalk	2.25
472	0.375	0.000	1.0	Westside of Third St next to 1066 first walkway to house	0.19
473	0.375	0.000	6.3	Westside of Third St next to 1066 first walkway to house	1.17
474	0.375	0.125	9.3	Westside of Third St next to 1066 after second walkway to house	2.31
475	0.250	0.000	8.3	Westside of Third St next to 1066 at left side of alley	1.03
476	0.250	0.000	4.3	Westside of Third St next to 1008 at crosswalk	0.53
477	0.375	0.000	6.3	Westside of Third St next to 922 at crosswalk	1.17
478	0.250	0.000	4.5	Westside of Third St next to 922 just passed crosswalk just before door	0.56
479	0.375	0.000	3.3	Westside of Third St next to 922 just passed crosswalk just before door	0.61
480	0.375	0.125	10.0	Westside of Third St next to 922 just passed door	2.50
481	0.250	0.125	3.5	Westside of Third St next to 922 just passed door next to power pole	0.66
482	0.375	0.125	10.0	Westside of Third St next to 922 just passed power pole before 912 building	2.50
483	0.375	0.125	5.5	Westside of Third St next to 912 just before door	1.38
484	0.250	0.125	6.0	Westside of Third St next to 912 just before door	1.13
485	0.250	0.000	7.5	Westside of Third St next to 912 just before second door next to water meter	0.94
486	0.500	0.000	7.0	Westside of Third St next to 912 just before second door next to water meter	1.75
487	0.375	0.000	3.8	Westside of Third St next to garage cafe at crosswalk	0.70
589	0.500	0.250	8.3	W walk 3rd St. Near high school and flag pole	3.09
590	0.375	0.250	5.3	W walk 3rd St. Near high school and flag pole	1.64
		Totals:	776.8		223.44
Subtotal:					\$16,757.81

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

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

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

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

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

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



City Council Agenda Item

Agenda Item No.: e.5.

Date: February 28, 2024

From: Mark Freiburger, Director of Public Works

Subject: Professional Service Agreement - PACE Engineers, Inc. - Update Comprehensive Plan Chapter 7.08 Sewer System

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign Agreement 2024-PS-04 with PACE Engineers, Inc. of Kirkland, WA in the amount of \$32,500.

ISSUE:

Shall Council authorize Mayor Johnson to sign Agreement 2024-PS-04 with PACE Engineers, Inc. of Kirkland, WA in the amount of \$32,500?

BACKGROUND/SUMMARY INFORMATION:

The City last updated its Comprehensive Plan Chapter 7.08 Sewer System in 2016. The 2016 update was done by city staff. In 2019, the city engaged PACE Engineers, Inc. of Kirkland, WA to update the city's General Sewer System Plan, which was completed and adopted by the Council on 12/9/2020, and approved by the Department of Ecology on 7/2/2021. The next update to the Comprehensive Plan is due for adoption in July 2025. Staff proposes to utilize the services of PACE once again to complete the review and update of Chapter 7.08. Because of PACE's familiarity with the City's sewer system and their work on the General Sewer System Plan, PACE can most cost effectively do this work.

PACE has provided a scope and fee for the work. This is included in the attached draft Professional Services Agreement as Attachment A. The estimated not to exceed amount for the work is \$32,500.

This work will take place in conjunction with the overall update of the Comprehensive Plan, due to Commerce for approval by July 2025. The work is dependent on elements of the Comp Plan update, most notably updates to projected city growth.

FISCAL IMPACT, IF APPROPRIATE:

The 2024 Budget for Fund 401 includes \$200,000 for Engineering Services under SBX Code 594.35.63.000.401. This line item includes \$45,000 for the design of the previously planned 2024 Sewer Collection System Projects. These projects will be deferred to 2025 due to staffing issues. The surplus budget from these projects will be used for the Chapter 7.08 cost.

ATTACHMENTS:

1. 2024-PS-04 PACE PS Agreement



PROFESSIONAL SERVICES AGREEMENT NO. 2024-PS-04

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and **PACE Engineers, Inc.**, whose address is **11255 Kirkland Way, Suite 300, Kirkland, WA 98033-3417** hereinafter referred to as the "Consultant".

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City of Sedro-Woolley as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement or amendment to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The Scope of Work deliverables, and all other documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City. Provided however, the Consultant may retain one copy of the work product and documents for its records. Provided further, all Images and rights relating to the deliverables referenced in the exhibit

The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall be from date at which both parties have completed execution and shall terminate at midnight **December 31, 2024**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 **INDEMNITY.**

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 **INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence; and \$2,000,000 general aggregate.
- (2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A: VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.**
The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 **UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 **LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Sedro-Woolley County Superior Court.

III.11 **INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant and all approved Subcontractors/Subconsultants shall obtain a business license from the City.

e. **Municipal Research Service Center (MRSC) Roster Registration.**
The Consultant shall register or maintain registration on the MRSC Consultant Roster.

f. **Debarment.**
Consultant represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants: _____

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A**. In no event shall the compensation paid to the Consultant under this Agreement exceed **\$32,500.00** (Thirty-two thousand five hundred dollars and no/100) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit an invoice to the City for services performed at completion of the project in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices within ten (10) days after approval by the City Council.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

325 Metcalf Street
Sedro-Woolley, WA 98284

Notices to the Consultant shall be sent to the following address:

11255 Kirkland Way, Suite 300
Kirkland, WA 98033-3417

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Skagit County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2024.

CITY OF SEDRO-WOOLLEY

PACE ENGINEERS INC.

By _____
Julia Johnson, Mayor

By _____

Exhibit A
Scope of Services

See attached Consultants **2025 Comprehensive Plan – Chapter 7.08 Sewer System Proposal for Professional Civil Engineering and Planning Services**

February 8, 2024

**AGREEMENT 2024-PS-04
EXHIBIT A**

Mark A. Freiburger, PE
Director of Public Works
325 Metcalf Street
Sedro-Woolley, Washington 98284

**Subject: 2025 Comprehensive Plan – Chapter 7.08 Sewer System
Proposal for Professional Civil Engineering and Planning Services**

Dear Mark:

PACE Engineers (PACE) appreciates the opportunity to submit this budget proposal to provide Professional Civil Engineering and Planning Services for updating Chapter 7.08, Sewer System, for the City's 2025 Comprehensive Plan Update.

The City is undergoing a Citywide Comprehensive Plan Update in 2025 and PACE proposes to provide the work necessary to update Chapter 7.08, which is the Sewer System Chapter. PACE was the consultant involved in updating the City's 2019 Sewer System Plan Update. The information in this Chapter will predominantly include information from the approved 2019 Sewer System Plan along with additional information about the sewer system that has occurred since the Plan approval in December 2020.

SCOPE OF WORK**Task 1: Project Management**

PACE will manage the project as necessary to keep it on track and running smoothly. Specific activities associated with this task include:

- Manage PACE staff and tasks as well as providing general project administration services.
- Administer monthly invoicing to the City, as well as monitoring progress against the projected schedule, scope of services, and budget. A \$60 fee for administrative costs related to billing will be included on each invoice and is included in the overall fee.
- Communicate regularly with the City on progress, technical issues, and other items that may impact the scope of the project and project budget.
- Conduct a maximum of three (3) virtual meetings with the City staff.
- Conduct internal project meetings with project team when necessary.

Task 2: ERU Update

- Review existing ERU growth projections and adjust the City's total ERUs (existing and forecasted) based on most recent projects built and future projects. This assumes the City to provide projects completed and projects that are on the horizon with their estimated ERUs or projections.
- Provide an adjustment to the sewer system model that was built for the 2019 Sewer System Plan. Determine if there are any capacity concerns within the system and at the treatment plant.
- Provide a list of capacity concerns, if any, as determined through the modeling process. Summarize this list in the Chapter. No additional projects will be proposed as part of this scope.

Task 3: Prepare Chapter Update

- Update Chapter 7.08 assuring compliance with the Growth Management Act (GMA) requirements. This assumes the City will provide the previous Chapter 7.08 in a word (doc) format.
 - PACE will assure the chapter is contextually consistent with the overall Chapter 7 - Capital Facilities element, provided the chapter file is received by PACE prior to completion of the sewer element chapter. The City will provide the Capital Facilities chapter to PACE staff.
- Prepare a draft copy of the chapter to the City for review with one round of edits and revisions.
- Summarize and update the inventory of the existing sewer facilities, which includes pipelines, pump stations, and the treatment plant.
- Summarize and include in the Chapter sewer-specific goals and policies that are from the Sewer Comprehensive Plan.
- Include updated maps (assumed no more than four (4) at size of either 11x17 or 8½x11) in the Chapter. Maps from the Sewer System Plan will be modified accordingly to be inserted into this Chapter. New data will be incorporated into these maps; this assumes the City will provide the existing geodatabase (.gdb) in a zipped file format. No new data will be generated.
- Summarize the sewer capital improvement projects based on the projects identified in the Sewer Plan and projects that have been completed since the approval which are to be provided to PACE staff by the City.
- Summarize the financing and implementation of these sewer projects throughout the next six years. Financial information to be provided by the City.
- Provide a comprehensive summary of annexations and projects completed since the 2019 Sewer System Plan which are to be provided to PACE staff by the City.

FEE ESTIMATE

We propose to provide the services listed above on a rate basis for a basic fee of \$32,500 in accordance with the attached rate table. This amount is not to be exceeded without prior authorization for revised or additional scope of service.

SCHEDULE

PACE is available to begin work upon notice to proceed. PACE will work with the City to develop a schedule that aligns with the schedule of the overall Comprehensive Plan Update.

EXCLUSIONS AND ASSUMPTIONS

The following services are not included in this proposal:

- No onsite inspections are anticipated for this project. If any onsite inspections are required, the expenses will be subject to separate arrangements and associated costs.
- This proposal assumes that necessary information for annexations and projects completed since the 2019 Sewer System Plan will be provided by the City.
- This proposal excludes any in-person meetings beyond the specified three virtual meetings.
- No additional CIP projects will be provided as part of this scope of work.

TERMS AND CONDITIONS

See attached Terms and Conditions.

AUTHORIZATION TO PROCEED

If the foregoing meets with your acceptance, please sign one copy of this letter, initial the PACE Terms and Conditions, and return one copy of each for our records as our authorization to continue with the services stated. PACE looks forward to working with you on this project.

If you have any questions or need additional information, please call us at 425.827.2014, or email me.

Sincerely,
PACE Engineers



Paul Weller
Senior Project Manager
paulw@paceengrs.com



Pam Cobley
Municipal Department Manager
pamc@paceengrs.com

Attachments: PACE Rate Schedule, Terms and Conditions

ACKNOWLEDGEMENT AND AUTHORIZATION TO PROCEED:

The undersigned hereby acknowledges this agreement and has authority to act on behalf of the Client and authorizes PACE to proceed accordingly.

Name (Printed)

Title

Signature

Date

Exhibit B
Fee Schedule

See attached Consultants Hourly **Billing Rates effective January 1, 2024**

**2024 ENGINEER OF RECORD****HOURLY RATE SCHEDULE**

Effective January 1, 2024

Water | Land | Infrastructure | Facilities

**AGREEMENT 2024-PS-04
EXHIBIT B**

DESCRIPTION	HOURLY RATE
1. Office Tech I, Expediter I	\$ 56.00
2. Office Tech II, Expediter II, Survey Field Tech	\$ 72.00
3. Intern, Survey Tech I, Jr. CAD Tech, Jr. Inspector, Office Tech III	\$ 91.00
4. Designer, Jr. Planner, Survey Tech II, CAD Tech, Inspector, Sr. Office Tech, Jr. Ecologist/Scientist	\$ 112.00
5. Jr. Engineering Staff, Designer I, Planner, GIS Tech, Survey Tech III, CAD Tech I, Inspector I, Project Administrator, Ecologist	\$ 129.00
6. Landscape Architect, Engineering Staff I, Designer II, Planner I, Survey Tech IV, GIS Analyst I, CAD Tech II, Inspector II, Sr. Project Administrator, Ecologist I	\$ 143.00
7. Landscape Architect I, Engineering Staff II, Designer III, Planner II, GIS Analyst II, CAD Tech III, Inspector III, Survey Tech V, Ecologist II	\$ 158.00
8. Landscape Architect II, Project Designer, Planner III, Sr. Survey Tech, GIS Analyst III, Engineering Staff III, Sr. CAD Tech, Sr. Inspector, Scientist, Ecologist III	\$ 172.00
9. Landscape Architect III, Engineering Staff IV, Project Designer I, Sr. Planner, Project Surveyor, Sr. GIS Analyst, CAD Manager, Project CAD Tech, Sr. Project Inspector, Survey Field Tech I, One-Person Crew, BIM Manager, Ecologist IV, Engineer IV, Scientist I	\$ 187.00
10. Landscape Architect IV, Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer, UAS Pilot, Scientist II, Ecologist V	\$ 202.00
11. Sr. Landscape Architect, Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, IT Manager, Sr. Project Planner, Survey Project Manager, Tech Services Manager, Sr. Ecologist/Scientist	\$ 215.00
12. Principal Ecologist/Scientist, Project Manager, Principal Surveyor, Planning Project Manager	\$ 229.00
13. Sr. Principal Ecologist/Scientist, Sr. Project Manager, Sr. Principal Surveyor, Two-Person Crew	\$ 243.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 263.00
15. Sr. Principal Engineer, Sr. Principal Planner	\$ 282.00

REIMBURSABLES

A. Subconsultants, Professional and Technical	Cost + 15%
B. Project Administration	\$60.00/Invoice
C. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost + 15%
D. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	At Approved IRS Rate
* On job inspection mileage will be billed	At Approved IRS Rate
F. Printing Costs	
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq ft
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq ft
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

Notes: ¹ All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.

² The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2024. After December 31, 2024, invoices will reflect the schedule of charges in effect at that time.



City Council Agenda Item

Agenda Item No.: e.6.

Date: February 28, 2024

From: Mark Freiburger, Director of Public Works

Subject: Agreement - Transportation Solutions, Inc. - Update Comprehensive Plan Chapter 3 Transportations Element

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to sign Agreement 2021-PS-06 Task Order 10 for the 2025 Comprehensive Plan Chapter 3 Transportation Element Update in the amount not to exceed \$79,442.

ISSUE:

Should the Council authorize Public Works Director Mark Freiburger to sign Agreement 2021-PS-06 Task Order 10 for the 2025 Comprehensive Plan Chapter 3 Transportation Element Update in the amount not to exceed \$79,442?

BACKGROUND/SUMMARY INFORMATION:

State law requires periodic updates of the city's Comprehensive Plan. The last update was completed in 2016. The next update is due to Commerce by June 2024. Building & Planning is managing the Comp Plan process with the support of Public Works/Engineering. Included in the Comprehensive Plan is Chapter 3 Transportation Element. The Transportation Element is essentially the 20 year Transportation Plan for the city. This information is utilized to prepare the annual Six Year Transportation Program (STIP) required for projects that anticipate use of federal aid and state funding.

Transportation Solutions, Inc. of Woodinville, WA (TSI) prepared the 2016 Chapter 3 update for the city. TSI also prepared a major update to the city's Traffic Impact Fee analysis in 2016 based on the Chapter 3 work. TSI has continued to support the city with annual reviews of the Transportation Impact Fee to calculate updates based on the National Construction Cost Index. The most recent of these was prepared in late December 2023, and adopted by council in January 2024.

TSI has also supported the city with preparation of traffic analysis to support review of development projects and to support the work on the Jones/John Liner/Trail Road Corridor, including the 2020 Scoping Study.

TSI has recently updated the city transportation model in support of the Jones/John Liner/Trail Road Corridor RAISE application due on 2/28/2024. The RAISE application approval was approved at the 2/14/2024 council session.

Staff recommends that we continue with TSI for the 2025 Chapter 3 update. This will allow the most efficient use of the modeling previously done for the overall transportation plan and for the Corridor. We also plan to continue to utilize TSI for the annual Transportation Impact Fee updates.

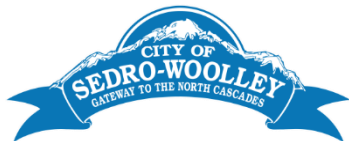
FISCAL IMPACT, IF APPROPRIATE:

The expected cost for Task Order 10 is \$79,442. TSI also recently completed a separate task order for \$6,488 to provide traffic counts and analysis to support the RAISE application discussed above.

The 2024 Budget for Fund 104 Arterial Streets includes SBX item 544.40.41.000.104 Transportation Plan Update, currently budgeted at \$0. We propose to add \$90,000 to this item with the next budget amendment to provide funding for the Plan update and for the recent by TSI. Funds are available for this work from the Fund 104 Beginning Fund Balance.

ATTACHMENTS:

1. 2021-PS-06-TO-10 2025 CP CH 3 TRANSPO PLAN UPDATE



TASK ORDER
CITY OF SEDRO-WOOLLEY
ON-CALL SERVICES

Task Order No.	2021-PS-06-TO-10				
Task Title	2025 Comprehensive Plan Chapter 3 Transportation Element				
Consultant	Transportation Solutions, Inc.				
Consultant Contact	Andrew L. Bratlien, PE	Phone	425.883.4134 x122	Email	andrewb@tsinw.com
City Contact	Mark A. Freiburger, PE	Phone	360.855.993	Email	mfreiburger@ci.sedro-woolley.wa.us
City Project No.	Budget (BARS) No.				
Reimbursable?	☐ Yes, by ☐ No				

DESCRIPTION OF TASK ASSIGNMENT

- ☐ Concurrency review
☐ Traffic impact analysis / impact fee calculation review
☒ Per attached scope of work
Site Address or Location Citywide

COMPENSATION

- ☐ LUMP SUM– Compensation for concurrency review services shall be a lump sum of _____
☐ TIME AND MATERIAL – Compensation for traffic impact analysis and impact fee review services not to exceed _____ without written authorization.
☐ Other _____
☒ Approved budget attached (if applicable).

SCHEDULE The Consultant shall complete the services described above:

- ☐ Concurrency review by _____
☐ Traffic impact analysis and impact fee review within one (1) week of receipt of TIA
☒ In accordance with the attached schedule.

All provisions of the Agreement for On-Call Engineering Services dated January 11, 2021
shall be in full force and effect for this Task Order

APPROVED

By	CITY OF SEDRO-WOOLLEY	By	CONSULTANT
Signature		Signature	Andrew L. Bratlien, PE
Title		Title	<i>Andrew Bratlien</i>
Date		Date	Senior Engineer
			February 5, 2024

Task Order 2021-PS-07-TO-10
Exhibit A
Scope of Services
City of Sedro-Woolley
2025 Transportation Element Update

OVERVIEW

This scope of work is intended to support the City in the 2025 update of the Transportation Element for the Sedro-Woolley Comprehensive Plan. Transportation Solutions will provide analysis, support, documentation, and mapping services. Transportation Solutions and City staff will coordinate with City staff assisting with final document production.

ANTICIPATED WORK TASKS

Task 1. Project Management and Administration

This task includes day to day management of staff, ongoing communication with the City, and preparation of monthly invoices and progress reports.

Task 2. Travel Demand Forecasting

This task includes an update to the Sedro-Woolley travel demand model to reflect the latest traffic counts, street network, land use inventory, development forecasts, and transportation improvement projects. This task will utilize traffic counts collected in January 2024 under Task Order 2021-PS-07-TO-09.

Task 2.1. Update 2024 Land Use Inventory

Consultant will work with City staff to confirm development projects which have been completed and occupied since 2015 inventory. City staff will identify location, land use, and size of each development project which has been completed and partially or fully occupied as of January 2024. Land use inventory will constitute the basis for the subsequent travel demand model update.

Task 2.2. Calibrate 2024 “Existing” Travel Demand Model

Consultant will update the Sedro-Woolley travel demand model network, procedures, and settings to reflect current street network characteristics, development inventory, and travel demand model practices. The updated travel demand model will be calibrated using the latest traffic counts collected in Sedro-Woolley in addition to regional traffic counts which will be obtained from Skagit County.

Task 2.3. Develop 2030 “Pipeline” Travel Demand Model

Consultant will work with City staff to confirm development which has been permitted but not built and occupied as of January 2024, in addition to transportation improvement projects which are funded and likely to be constructed by 2030. These land use and network updates will be used to develop a 2030 “Pipeline” travel demand model which will form the basis for future development review and concurrency testing.

Task 2.4. Develop Long-Range Travel Demand Model (Up to Three Scenarios)

Consultant will work with City staff to identify up to three long-range travel forecasting scenarios, which may include variations of major transportation capacity improvement projects, land use buildout forecasts, or trip generation behavior changes. To facilitate Comprehensive Plan certification, long-range land use forecasts should maintain consistency with the Land Use Element of the City’s Comprehensive Plan.

Task 2.5. Document Travel Demand Model Methods and Assumptions

Consultant will develop a Travel Demand Model Development Report which summarizes the land use and network assumptions, modeling methodology, and forecast results of the travel demand models. The report will be designed as a standalone reference document but will also provide content which is required for the Transportation Element document described in Task 5.

Deliverables: Travel Demand Model Development Report

Task 3. Vehicular Level of Service Analysis

This task includes updates to the Sedro-Woolley intersection and segment operations models.

Task 3.1 Prepare 2024 Intersection and Segment Operational Models

Consultant will update the City's Synchro and Sidra intersection Level of Service (LOS) models, incorporating 2024 traffic counts and street improvement projects which have been completed since the 2015 model update. Consultant will also update segment LOS calculations based on current traffic volumes and segment characteristics. This task will identify existing LOS deficiencies based on current City policy and identify possible mitigation strategies, as necessary.

Task 3.2. Develop 2030 "Pipeline" Operations Forecasts

Consultant will update the Sedro-Woolley pipeline intersection LOS and street segment LOS models with travel demand forecasts identified in Task 2.4. These forecasts will identify near-term LOS deficiencies and identify possible mitigation strategies, as necessary. This task will form the basis for future development review and concurrency testing.

Task 3.3. Develop Long-Range Operations Forecasts (Up to Three Scenarios)

Consultant will develop long-range intersection and street segment LOS models based on travel demand forecasts identified in Task 2.5. This task includes up to three travel demand forecasts and will identify long-range LOS deficiencies for each scenario, as well as possible mitigation strategies, as necessary.

Task 3.4. Document Level of Service Evaluation

Consultant will develop a Level of Service Analysis Summary memorandum which documents the methods, assumptions, results, and recommendations associated with the Level of Service analysis. The memo will be designed as a standalone reference document but will also provide content which is required for the Transportation Element document described in Task 5.

Deliverables: Citywide Level of Service Analysis Summary Technical Memorandum

Task 4. Active Transportation LOS Analysis

Consultant will develop an active transportation LOS standard per Growth Management Act (GMA) requirements. Active transportation LOS will utilize planning-level bicycle and pedestrian "Level of Traffic Stress" concepts which have been published by WSDOT. Analysis will consist of defining LTS standards based on roadway functional classification, context, speed, and proximity to multimodal traffic generators. Pedestrian and bike LTS will be calculated for all collector and arterial roadways in Sedro-Woolley. The WSDOT LTS methodology involves relatively limited data needs and labor, making it suitable for planning applications.

Roadway operating speed is a significant factor in the bicycle and pedestrian LTS methodology. The analysis can use posted speeds, however, the use of actual operating speed data facilitates a more realistic analysis of user

\\PINNACLE\Engineering\CONTRACTS\1 - PROFESSIONAL SERVICES CONTRACTS\TSI\2021\Task Order No. 10 - COMP PLAN CH 3 TRANSP
UPDATE FOR 2025 CP\2021-PS-06-TO-10 2025 CP CH 3 TRANSP PLAN UPDATE.docx

experience. This scope includes an optional direct expense associated with collection of historic operating speed data from TomTom Move, a “big data” provider which provides access to travel analytics based on data points obtained from location-enabled devices such as smartphones and in-vehicle GPS units. Travel speed data would be obtained for every collector and arterial street in Sedro-Woolley for the most recent one-year period for which TomTom Move data is available. This data would also be provided to the City for use in later analyses, which may include speed studies, crash analyses, or responses to public or council requests.

Existing and future multimodal improvement needs will be identified based on the defined methodology and standards. Multimodal LOS evaluation will be coordinated with City staff and will be summarized in a technical memorandum which will be incorporated into the Transportation Element.

Deliverables: Multimodal Level of Service Analysis Technical Memorandum

Task 5. Transportation Element Content Update

Consultant will support the City in the update of the Transportation Element of the Comprehensive Plan. It is anticipated that the Consultant’s role will focus on technical support and graphics updates.

Task 5.1. Update Inventory of Existing Transportation Facilities

Consultant will update the Transportation Facilities inventory, including related figures and tables, based on current data from City, Skagit County, Skagit Council of Governments (SCOG), Skagit Transit, and other sources as necessary. Inventory will include active transportation (pedestrian and bicycle) facilities.

Task 5.2. Develop Active Transportation Component

Consultant will document proposed active transportation LOS standards, methodology, and needs, as identified in Task 4. This task will include production of maps of existing bicycle and pedestrian facilities, active transportation system deficiencies, and the long-range active transportation network vision.

Task 5.3. Update Existing Traffic Conditions, Travel Demand Forecasting, and Future System Needs

Sections

Consultant will update the identified Transportation Element sections using documentation produced in Tasks 2, 3, and 4. Transportation Element text, tables, and figures will be updated as necessary.

Task 5.4. Document Existing and Planned Travel Demand Management (TDM) Strategies

Consultant will develop a Travel Demand Management section which will identify existing and possible future TDM strategies. [RCW 36.70A.070(6)(a)(vi)]

Task 5.5. Develop Climate Resilience and VMT Reduction Component

Consultant will document potential climate-related impacts on the transportation network per GMA requirements. Consultant will then analyze Vehicle-Miles Traveled (VMT) for each travel demand forecast scenario. Consultant will work with City staff to develop per-capita VMT reduction targets and strategies.

Task 5.6. Assist with Multi-Year Financing Plan

Consultant will coordinate with City staff to create multi-year financing plan based on updated transportation project needs. Financing plan will include development of planning-level cost estimates for transportation projects.

Task 5.7. Document Intergovernmental Coordination Efforts

Consultant will coordinate with City staff to confirm ongoing and future intergovernmental coordination efforts and will update the Transportation Element section as needed.

Task 6. Transportation Impact Fee Rate Study Update

Consultant will prepare a transportation impact fee rate study based on the needs and cost estimates identified in Task 5. This task includes up to six hours of Transportation Solutions staff time to participate in meetings, whether virtual or in-person, with City staff, elected officials, stakeholders, and the public, as needed.

Task 7. Meetings and Public Involvement

Transportation Solutions staff will attend, virtually or in person, up to three public meetings related to the Transportation Element update.

SCHEDULE

The anticipated date of completion for each work task is summarized below. We will begin work on the transportation model update with your authorization.

Work Task	Completion
Task 1. Project Administration and Administration	Ongoing
Task 2. Travel Demand Forecasting	
Task 3. Vehicular Level of Service Analysis	
Task 4. Active Transportation LOS Analysis	
Task 5. Transportation Element Content Update	March 2025

BUDGET

The estimated budget for each of the anticipated work tasks is identified below. We propose a budget of \$78,442 for core work items, and a budget of \$79,442 if optional TomTom travel speed data is incorporated to the active transportation LOS analysis.

Work Task		Budget (\$)
<i>Task 1. Project Management and Administration</i>		
1.01	Project management and administration	3,900
Task 1 Subtotal		3,900
<i>Task 2. Travel Demand Forecasting</i>		
2.01	Update 2024 Land Use Inventory	2,296
2.02	Calibrate 2024 Travel Demand Model	3,692
2.03	Develop 2030 Travel Demand Model	2,792
2.04	Develop Long-Range Travel Demand Model	3,430
2.05	Document Travel Demand Model Methods and Assumptions	2,792
Task 2 Subtotal		15,002
<i>Task 3. Vehicular Level of Service Analysis</i>		
3.01	Prepare 2024 Level of Service Models	1,892
3.02	Develop 2030 Operations Forecasts	1,396
3.03	Develop Long-Range Operations Forecasts	2,590
3.04	Document LOS Evaluation	2,342
Task 3 Subtotal		8,220
<i>Task 4. Active Transportation LOS Analysis</i>		
4.01	Active Transportation LOS Analysis	12,200
<i>Direct Expense (OPTIONAL): Historic Travel Speed Data</i>		<i>\$1,000</i>
Task 4 Subtotal (With Optional Data)		13,200
<i>Task 5. Transportation Element Content Update</i>		
5.01	Update Inventory of Existing Facilities	3,044
5.02	Develop Active Transportation Component	2,296
5.03	Update Existing Conditions, Forecasting, & Needs Sections	2,334
5.04	Document TDM Strategies	1,148
5.05	Develop Climate Resilience & VMT Component	3,288
5.06	Assist With Multi-Year Financing Plan	7,304
5.07	Document Intergovernmental Coordination Efforts	698
Task 5 Subtotal		20,112
<i>Task 6. Transportation Impact Fee Rate Study Update</i>		
6.01	Transportation Impact Fee Rate Study Update	8,464
Task 6 Subtotal		8,464
<i>Task 7. Meetings and Public Involvement</i>		
7.01	Meetings and Public Involvement	2,672
Task 7 Subtotal		2,672
Total (Core Work Tasks)		78,442
Total (Core Work Tasks + Optional TomTom Data)		79,442



City Council Agenda Item

Agenda Item No.: e.7.

Date: February 28, 2024

From: Charlie Bush, City Administrator

Subject: Memorandum of Understanding - AFSCME Bargaining Unit - Wastewater Collections Specialist II Position

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute/sign a Memorandum of Understanding with the AFSCME bargaining unit to place the Wastewater Collections Specialist II position on the City's salary grid.

ISSUE:

Should the City Council authorize the Mayor to enter into an MOU with the AFSCME bargaining unit to place the Wastewater Collections Specialist II position on the City's salary grid?

BACKGROUND/SUMMARY INFORMATION:

A follow-up memo from the consultant who performed the City's 2022 Classification and Compensation study recommended the creation of a Collections Specialist II position as a placeholder position. Unfortunately, the City's salary grid for the City's labor group known as the Washington State Council of County and City Employees, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME) had already been adopted and the position was never added, including in the recent bargaining agreement adopted by the Council in January 2024. There is the potential to promote an employee from another position into this position but it unfortunately did not make it into the salary grid. As a result, the City and Union would agree to add the Collections Specialist II position to the salary grid at Grade 117. A job description, a copy of the Memorandum of Understanding (MOU), a copy of the consultant memo, and an updated salary grid are attached. This action would authorize the Mayor to sign the MOU.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact to adding this position in the grid. This position would only be filled through an internal promotion, having a marginal cost impact that could be absorbed in the existing budget if that occurred. It does not represent a net new employee to the City.

ATTACHMENTS:

1. MOU - Collections II
2. Collections Specialist II Job Description
3. WW position analysis Jan 2023

4. 2024_MasterSchedule_AFSCME+Non-Rep_2.28.2024

MEMORANDUM OF AGREEMENT

City of Sedro-Woolley and AFSCME Local 176-SW
February 15, 2024

RE: MOU Establishing the Wastewater Collections II Position in the City's Pay Grid for AFSCME

The City of Sedro-Woolley ("the City") and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO ("the Union"), are party to a collective bargaining agreement (CBA) effective from January 1, 2024 through December 31, 2026.

A follow-up memo from the consultant who performed the City's 2022 Classification and Compensation study recommended the creation of a Collections Specialist II position as a placeholder position. Unfortunately, the City's salary grid for AFSCME had already been adopted and the position was never added, including in the recent bargaining agreement adopted in January 2024. There is the potential to promote an employee into this position, but it unfortunately did not make it into the salary grid. As a result, the City and Union agree to add the Collections Specialist II position to the salary grid at Grade 117. A job description and a copy of the memo are attached.

This MOU shall not create a precedent for the purposes of collective bargaining and shall be effective upon signing.

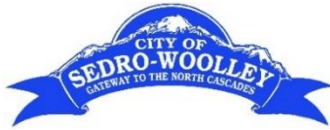
President

AFSCME Local 176-SW

Staff Representative

Julia Johnson, Mayor

Charlie Bush, City Administrator



Position Description

Position: Collections Specialist II

Department/Site: Wastewater Division

FLSA: Non-Exempt

Evaluated by: Mark A. Freiburger, PE

Salary Grade: 117

Summary

Provides wastewater collections services for collection facilities and related systems. Operates and maintains a closed-circuit, truck mounted robotic camera system for pipeline inspections and diagnostics of wastewater and storm systems. Operates a Jet/Vacuum Truck and other excavation equipment and performs other activities in the repair, maintenance, and functioning of wastewater collection systems pipeline and equipment and related infrastructure.

Distinguishing Career Features

The Collections and Infrastructure Specialist is the journey level within a wastewater management sub-specialty, combining diagnostics and maintenance of subsurface pipe infrastructure and GIS pipeline mapping and documentation. This level requires a Collections Specialist II certificate.

Essential Duties and Responsibilities

- Operates and maintains Vac/Jet truck and CCTV Truck in the maintenance and operation of a sanitary sewer system; operates trucks of various sizes and weights in the loading, hauling, and unloading of various equipment, materials, and supplies.
- Performs dewatering and de-gritting Vac/Jet truck on slab at WWTP; hose slab & keep surrounding area clean and organized.
- Performs work in the maintenance, construction, and repair of sanitary sewer systems; assists with ordering and stocking sewer pipe and fittings; assist with hauling material to and from quarry as necessary.
- Performs CCTV inspections of new sanitary sewer lines for City acceptance.
- Maintains accurate records of work completed and other required records; utilize and learn Excel, GIS, and Cues Granite software pipeline applications to track and organize collected data; assists with analyzing data and making recommendations to Supervisor and/or Engineer for system repairs.
- Performs utility locating for the City's sanitary sewer & storm water collection systems and other city utilities as needed.
- Investigates sewer complaints and discuss/troubleshoot with customers to determine ownership of problem; performs video inspection of side sewer with CCTV mini camera as necessary to further define scope and ownership of problem.
- Operates all types of city equipment as needed including but not limited to CCTV Equipment, Vac/Jet Equipment, smoke injection systems, backhoes, dump trucks, small compact equipment, and other equipment required to clean, maintain, inspect, and monitor sewer collection and conveyance lines.

- Performs cleaning, inspecting, maintaining, and monitoring manholes; repair leaks and channels as necessary using Confined Space Entry procedures.
- Performs locating and eliminating illicit connections to the sanitary sewer system.
- Performs maintenance duties of pump station wet wells; assists with yard maintenance duties at pump stations.
- Performs maintenance and monitoring of vaults of different varieties for various purposes.
- Performs daily inspection of vehicles and equipment prior to driving or operating.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to a supervisor; may assist with making repairs based on further instructions.
- Wash rolling stock & clean interiors as necessary.
- Performs all duties in conformance to appropriate safety, health, and security standards, including OSHA, WISHA, L&I, and City Policies.

Qualifications

Knowledge and Skills

The position requires advanced knowledge of the processes, techniques, and all applicable safety practices, tools, and materials used in wastewater collections and diagnostics. Requires a working knowledge of equipment, materials and supplies used in utility maintenance, and a working knowledge of equipment and supplies used to do minor repairs. Requires a working knowledge of first aid and applicable safety precautions. Requires skill in the operation of listed tools and equipment to be used regularly. Requires the ability to understand and follow oral or written instructions. Requires the ability to communicate effectively verbally and in writing. Requires the ability to observe proper safety precautions. Requires the ability to establish effective working relationships with co-workers, supervisor, and the public. Requires ability to perform heavy manual tasks under varying weather conditions. Requires the ability to drive and proficiently operate a variety of equipment under varying conditions. Requires the ability to work from construction specifications or blueprints. Must be able to adhere to a strict time schedule, be punctual and a self-starter. Requires basic skills and ability in the areas of plumbing, carpentry, basic electrical work, welding, and general mechanics. Requires the ability to troubleshoot and maintain various equipment and systems within the public works environment (pressurized air, vacuum, hydraulic, water, sewer, electrical). Requires the ability to work independently and complete daily activities according to work schedule.

Abilities

Requires the ability to carry out the essential functions of the position with or without supervision and technical guidance. Requires the ability to independently maintain operational processes and procedures connected with wastewater collection and the subsurface infrastructure. Requires the ability to use specialized computer-aided hardware and software for inspections and diagnostics. Requires the ability to use the full range of tools and equipment that support this work. Requires the ability to record alphanumeric data. Requires the ability to make process adjustments to ensure that flow stability is maintained.

Physical Abilities

Requires the ability to stand, walk, and manipulate (lift, carry, move) light to medium weights of up to 50 pounds on an intermittent basis, pushing, pulling, guiding over 50 pounds on an infrequent basis. Requires the ability to stoop, kneel, and crouch to place and move work objects. Requires the ability to perform full arm extension and movement out and overhead. Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to operate equipment and read technical and safety information. Requires the ability to work on varying work shifts and in disagreeable work conditions that have septic and chemical exposure risks.

Education and Experience

Education: Must be a high school graduate or equivalent.

Experience: Two years' experience in repair and maintenance work, or any equivalent education and experience.

Licenses and Certificates

- Possession of a Collection Specialist II Certificate issued by the Washington State Department of Ecology.
- **Valid Washington State Driver's License**
- Valid First Aid and CPR cards or ability to obtain within six months.
- Valid Washington State Traffic Control FLAGGER license or ability to obtain within six months.

Other Licenses which are desired and may be required:

- Erosion and Sedimentation Control (ESC Lead) certified.
- Fork/Scissor Lift Operator Certification.

Working Conditions

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works near moving mechanical parts and is frequently in outside weather conditions. The employee frequently works in high, precarious places and is frequently exposed to wet and/or humid conditions, and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and vibration. The employee is occasionally exposed to the risk of electrical shock.

The noise level in the work environment is usually moderately loud in field settings, and moderately quiet in office settings.

This job/class description describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.



February 18, 2023

Memo to: Charlie Bush, City Administrator

From: Vance Jacobson

We have reviewed and received feedback in response to our recommended job classification and compensation system for AFSCME-represented team members and offer this further discussion and modifications for your consideration.

In our report, we listed an Operator-in-Training title in salary range 114 and after receiving departmental feedback are recommending it be renamed back to Collections Specialist I. We do believe the City should have a true entry-level Operator-in-Training position and in that regard we are recommending addition of this title and job description. The Operator-in-Training is intended to be the starting point for labor and to learn collections and/or operations. These advancements would require passing of a DEQ collections or Wastewater Treatment Operator I examination. Upon passing the exam, the OIT could advance to a Collections Specialist or WWT Operator I.

Secondly, we are suggesting a slight modification of a job title 'Infrastructure and Mapping Specialist' to either a Collections and Infrastructure Specialist or Collections Specialist II to better illustrate this as a senior-level function within a collections career path.

Current Title	Grade	Recommended Title(s)	Grade
Operator-in-Training	114	Operator-in-Training	114
		Collections Specialist I	114
		Collections Specialist II	117
Infrastructure & Mapping Spec.	118	Collections & Infrastructure Spec.	118

These position and grade recommendations are made using the City-approved job measurement process as the primary standard for salary range assignments. This process is specifically designed to stabilize the pay determination process.

AFSCME and Non-Represented Staff

Placeholder Positions
New / Updated

CITY OF SEDRO-WOOLLEY										
February 28, 2024										
Master Schedule for AFSCME and Non-Represented Staff										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
104	INTERN - ADMIN SUPPORT	19.55	20.14	20.74	21.36	21.79	22.23	22.56	22.90	23.24
		3,388.58	3,490.25	3,594.92	3,702.75	3,776.83	3,852.33	3,910.17	3,968.83	4,028.33
		40,663	41,883	43,139	44,433	45,322	46,228	46,922	47,626	48,340
105	PARK CARETAKER	20.19	20.79	21.41	22.06	22.50	22.95	23.29	23.64	24.00
		3,498.83	3,603.83	3,711.92	3,823.25	3,899.75	3,977.75	4,037.42	4,098.00	4,159.42
		41,986	43,246	44,543	45,879	46,797	47,733	48,449	49,176	49,913
106	INTERN - TECHNICAL SUPPORT	20.86	21.49	22.14	22.80	23.25	23.72	24.08	24.44	24.80
		3,616.50	3,725.00	3,836.75	3,951.83	4,030.83	4,111.50	4,173.17	4,235.75	4,299.33
		43,398	44,700	46,041	47,422	48,370	49,338	50,078	50,829	51,592
107	RECEPTIONIST	21.57	22.22	22.89	23.57	24.04	24.52	24.89	25.26	25.64
		3,739.00	3,851.17	3,966.75	4,085.75	4,167.42	4,250.83	4,314.58	4,379.25	4,445.00
		44,868	46,214	47,601	49,029	50,009	51,010	51,775	52,551	53,340
108		22.32	22.99	23.68	24.39	24.88	25.38	25.76	26.14	26.54
		3,868.92	3,985.00	4,104.50	4,227.67	4,312.25	4,398.50	4,464.42	4,531.42	4,599.42
		46,427	47,820	49,254	50,732	51,747	52,782	53,573	54,377	55,193
109		23.11	23.81	24.52	25.26	25.76	26.28	26.67	27.07	27.48
		4,006.17	4,126.33	4,250.17	4,377.67	4,465.17	4,554.50	4,622.83	4,692.17	4,762.50
		48,074	49,516	51,002	52,532	53,582	54,654	55,474	56,306	57,150
110	CUSTODIAN YARD WASTE ATTENDANT	23.95	24.66	25.40	26.17	26.69	27.22	27.63	28.05	28.47
		4,150.75	4,275.25	4,403.50	4,535.67	4,626.33	4,718.92	4,789.67	4,861.50	4,934.42
		49,809	51,303	52,842	54,428	55,516	56,627	57,476	58,338	59,213
111	ADMINISTRATIVE CLERK I GRAD INTERN	24.82	25.57	26.34	27.13	27.67	28.22	28.64	29.07	29.51
		4,302.67	4,431.75	4,564.75	4,701.67	4,795.75	4,891.58	4,965.00	5,039.50	5,115.08
		51,632	53,181	54,777	56,420	57,549	58,699	59,580	60,474	61,381
112	MAINTENANCE CUSTODIAN	25.76	26.53	27.33	28.14	28.71	29.28	29.72	30.17	30.62
		4,464.42	4,598.42	4,736.33	4,878.42	4,976.00	5,075.50	5,151.67	5,228.92	5,307.33
		53,573	55,181	56,836	58,541	59,712	60,906	61,820	62,747	63,688
113	ACCOUNTING CLERK ADMINISTRATIVE CLERK II PERMIT TECHNICIAN	26.73	27.53	28.36	29.21	29.80	30.39	30.85	31.31	31.78
		4,633.58	4,772.58	4,915.75	5,063.17	5,164.50	5,267.75	5,346.75	5,427.00	5,508.42
		55,603	57,271	58,989	60,758	61,974	63,213	64,161	65,124	66,101
114	IT WORKSTATION SUPPORT SPEC MAINTENANCE OPERATOR I COLLECTIONS SPECIALIST I	27.76	28.60	29.45	30.34	30.95	31.56	32.04	32.52	33.01
		4,812.42	4,956.83	5,105.50	5,258.67	5,363.83	5,471.17	5,553.25	5,636.50	5,721.08
		57,749	59,482	61,266	63,104	64,366	65,654	66,639	67,638	68,653
115	VEHICLE SERVICING MECHANIC PLANNING TECHNICIAN WW OPERATOR IN TRAINING	28.85	29.72	30.61	31.53	32.16	32.80	33.29	33.79	34.30
		5,001.17	5,151.17	5,305.75	5,464.92	5,574.17	5,685.67	5,771.00	5,857.50	5,945.42
		60,014	61,814	63,669	65,579	66,890	68,228	69,252	70,290	71,345
116	WW ADMINISTRATIVE ASSISTANT ENGINEERING TECHNICIAN I PERMIT TECHNICIAN - SENIOR WW TREATMENT OPERATOR I	30.01	30.91	31.84	32.80	33.45	34.12	34.63	35.15	35.68
		5,202.08	5,358.17	5,518.92	5,684.50	5,798.17	5,914.17	6,002.83	6,092.92	6,184.33
		62,425	64,298	66,227	68,214	69,578	70,970	72,034	73,115	74,212
117	MAINTENANCE OPERATOR II COLLECTIONS SPECIALIST II PAYROLL/HR TECHNICIAN IT USER SUPPORT TECHNICIAN ACCOUNTING TECHNICIAN	31.23	32.16	33.13	34.12	34.81	35.50	36.04	36.58	37.12
		5,412.92	5,575.25	5,742.50	5,914.83	6,033.08	6,153.75	6,246.08	6,339.75	6,434.83
		64,955	66,903	68,910	70,978	72,397	73,845	74,953	76,077	77,218
118	ENGINEERING TECHNICIAN II EMS BILLING CLERK INFRASTRUCTURE & MAPPING SPEC	32.51	33.49	34.50	35.53	36.24	36.97	37.52	38.08	38.65
		5,635.92	5,805.00	5,979.17	6,158.50	6,281.67	6,407.33	6,503.42	6,601.00	6,700.00
		67,631	69,660	71,750	73,902	75,380	76,888	78,041	79,212	80,400
119	DEPUTY CITY CLERK VEHICLE TECHNICAL MECHANIC WW TREATMENT OPERATOR II COURT CLERK	33.87	34.89	35.94	37.01	37.75	38.51	39.09	39.67	40.27
		5,871.17	6,047.33	6,228.75	6,415.58	6,543.92	6,674.75	6,774.92	6,876.50	6,979.67
		70,454	72,568	74,745	76,987	78,527	80,097	81,299	82,518	83,756
120	MAINTENANCE OPERATOR LEAD ADMINISTRATIVE ANALYST	35.30	36.36	37.45	38.57	39.35	40.13	40.73	41.34	41.96
		6,118.67	6,302.25	6,491.33	6,686.08	6,819.83	6,956.17	7,060.50	7,166.42	7,273.92
		73,424	75,627	77,896	80,233	81,838	83,474	84,726	85,997	87,287
121	BUILDING INSPECTOR I LEAD MECHANIC DATA SYSTEMS SPECIALIST ENGINEER I (GRADUATE) WW TREATMENT OPERATOR III	36.81	37.92	39.05	40.23	41.03	41.85	42.48	43.12	43.76
		6,380.92	6,572.33	6,769.50	6,972.58	7,112.08	7,254.33	7,363.17	7,473.58	7,585.67
		76,571	78,868	81,234	83,671	85,345	87,052	88,358	89,683	91,028
122	ASSISTANT PLANNER WW TREATMENT OPERATOR LEAD	38.40	39.55	40.74	41.96	42.80	43.65	44.31	44.97	45.65
		6,655.42	6,855.08	7,060.75	7,272.58	7,418.00	7,566.33	7,679.83	7,795.08	7,912.00
		79,865	82,261	84,729	87,271	89,016	90,796	92,158	93,541	94,944
123	BUILDING INSPECTOR II SOLID WASTE SUPERVISOR	40.08	41.28	42.52	43.80	44.67	45.56	46.25	46.94	47.65
		6,947.08	7,155.50	7,370.17	7,591.25	7,743.08	7,897.92	8,016.42	8,136.67	8,258.67
		83,365	85,866	88,442	91,095	92,917	94,775	96,197	97,640	99,104

CITY OF SEDRO-WOLLEY

February 28, 2024

Master Schedule for AFSCME and Non-Represented Staff

Grade/Step	Position	1	2	3	4	5	6	7	8	9
124	WW TREATMENT SUPERVISOR ENGINEER (EIT)	42.10	43.36	44.67	46.01	46.93	47.86	48.58	49.31	50.05
	IT SYSTEM INTEGRATION ANALYST	7,297.67	7,516.58	7,742.08	7,974.33	8,133.83	8,296.50	8,421.00	8,547.33	8,675.50
	MAINTENANCE OPNS SUPERVISOR	87,572	90,199	92,905	95,692	97,606	99,558	101,052	102,568	104,106
125	PLANNER	44.09	45.42	46.78	48.18	49.15	50.13	50.88	51.64	52.42
		7,642.75	7,872.00	8,108.17	8,351.42	8,518.50	8,688.83	8,819.17	8,951.42	9,085.75
		91,713	94,464	97,298	100,217	102,222	104,266	105,830	107,417	109,029
126	BUILDING OFFICIAL (CMML INSP)	46.19	47.57	49.00	50.47	51.48	52.51	53.30	54.10	54.91
		8,006.08	8,246.25	8,493.67	8,748.50	8,923.50	9,101.92	9,238.50	9,377.00	9,517.67
		96,073	98,955	101,924	104,982	107,082	109,223	110,862	112,524	114,212
127	HUMAN RESOURCE MANAGER	48.41	49.86	51.35	52.89	53.95	55.03	55.86	56.69	57.55
	ASSISTANT ENGINEER	8,390.42	8,642.08	8,901.33	9,168.42	9,351.75	9,538.83	9,681.92	9,827.08	9,974.50
		100,685	103,705	106,816	110,021	112,221	114,466	116,183	117,925	119,694
128	SENIOR PLANNER	50.74	52.27	53.83	55.45	56.56	57.69	58.55	59.43	60.32
		8,795.58	9,059.42	9,331.25	9,611.17	9,803.42	9,999.42	10,149.42	10,301.67	10,456.25
		105,547	108,713	111,975	115,334	117,641	119,993	121,793	123,620	125,475
129	ASSISTANT FIRE CHIEF	53.22	54.81	56.46	58.15	59.31	60.50	61.41	62.33	63.26
		9,224.33	9,501.00	9,786.08	10,079.67	10,281.25	10,486.83	10,644.17	10,803.83	10,965.83
		110,692	114,012	117,433	120,956	123,375	125,842	127,730	129,646	131,590
130	DIRECTOR, INFO TECHNOLOGIES	55.83	57.50	59.23	61.00	62.22	63.47	64.42	65.39	66.37
	POLICE LIEUTENANT	9,676.50	9,966.83	10,265.83	10,573.83	10,785.25	11,001.00	11,166.00	11,333.50	11,503.50
	CITY ENGINEER	116,118	119,602	123,190	126,886	129,423	132,012	133,992	136,002	138,042
131	DIRECTOR, FINANCE	58.57	60.33	62.14	64.00	65.28	66.59	67.59	68.60	69.63
		10,152.33	10,456.92	10,770.58	11,093.67	11,315.58	11,541.92	11,715.00	11,890.75	12,069.08
		121,828	125,483	129,247	133,124	135,787	138,503	140,580	142,689	144,829
132	DIRECTOR, COMMUNITY DEVEL	61.47	63.31	65.21	67.17	68.51	69.88	70.93	71.99	73.07
		10,654.25	10,973.83	11,303.08	11,642.17	11,875.00	12,112.50	12,294.17	12,478.58	12,665.75
		127,851	131,686	135,637	139,706	142,500	145,350	147,530	149,743	151,989
133	DIRECTOR, PUBLIC WORKS	64.53	66.46	68.46	70.51	71.92	73.36	74.46	75.58	76.71
	POLICE CHIEF	11,184.92	11,520.42	11,866.08	12,222.00	12,466.50	12,715.83	12,906.58	13,100.17	13,296.67
	FIRE CHIEF	134,219	138,245	142,393	146,664	149,598	152,590	154,879	157,202	159,560
134		67.76	69.79	71.88	74.04	75.52	77.03	78.19	79.36	80.55
		11,744.33	12,096.67	12,459.58	12,833.33	13,090.00	13,351.83	13,552.08	13,755.33	13,961.67
		140,932	145,160	149,515	154,000	157,080	160,222	162,625	165,064	167,540
135		71.16	73.30	75.50	77.76	79.32	80.90	82.12	83.35	84.60
		12,335.08	12,705.17	13,086.33	13,478.92	13,748.50	14,023.42	14,233.83	14,447.33	14,664.00
		148,021	152,462	157,036	161,747	164,982	168,281	170,806	173,368	175,968
136	CITY ADMINISTRATOR	78.54	80.90	83.32	85.82	87.54	89.29	90.63	91.99	93.37
		13,613.42	14,021.83	14,442.50	14,875.75	15,173.25	15,476.75	15,708.92	15,944.50	16,183.67
		163,361	168,262	173,310	178,509	182,079	185,721	188,507	191,334	194,204

Amounts Displayed: Hourly, Monthly, Annual Wage



City Council Agenda Item

Agenda Item No.: e.8.

Date: February 28, 2024

From: Charlie Bush, City Administrator

Subject: Memorandum of Understanding - AFSCME Bargaining Unit - Regrading Lead and Vehicle Technical Mechanic Positions

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute/sign a Memorandum of Understanding with the AFSCME bargaining unit to regrade the Lead Mechanic on grade 121 and Vehicle Technical Mechanic to grade 119.

ISSUE:

Should the City Council authorize the Mayor to sign an MOU with AFSCME that adjusts the grades of the Lead Mechanic and Vehicle Technical Mechanic positions one grade upwards?

BACKGROUND/SUMMARY INFORMATION:

The City has attempted for months to hire a Lead Mechanic at grade 120. It now desires to instead hire a Vehicle Technical Mechanic while seeking to regrade both positions. The Lead Mechanic position is currently active and the Vehicle Technical Mechanic position is currently a future placeholder. The City and the Union would agree to exchange these designations, making the Vehicle Technical Mechanic position active and the Lead Mechanic position a placeholder.

There are limited comparable positions for the Lead Mechanic and Vehicle Technical Mechanic positions in cities of Sedro-Woolley's size in Washington State.

In reviewing internal equity, placing the Lead Mechanic position at Grade 121 would put it between the Wastewater Treatment Operator Lead position at 122 and the Maintenance Operator Lead position at 120.

The City also has a Vehicle Technical Mechanic position at Grade 118. The City and Union would agree to adjust the Vehicle Technical Mechanic position from Grade 118 to Grade 119. This will bring the position into the same grade as the Wastewater Treatment Operator II position.

Approving this item will authorize the Mayor to sign an MOU with the City's labor group known as the Washington State Council of County and City Employees, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME). The MOU will make the shifts to the grid detailed above.

FISCAL IMPACT, IF APPROPRIATE:

Both positions are vacant. If the City is able to fund fill the Vehicle Technical Mechanic instead of the Lead Mechanic position, there will be savings as the budget contains funding sufficient for the Lead Mechanic position.

ATTACHMENTS:

1. MOU - Lead and Technical Mechanics
2. 2024_MasterSchedule_AFSCME+Non-Rep_2.28.2024

MEMORANDUM OF AGREEMENT

City of Sedro-Woolley and AFSCME Local 176-SW
February 15, 2024

RE: MOU for adjustment of Lead Mechanic Position from Grade 120 to Grade 121 and the Vehicle
Technical Mechanic Position from Grade 118 to Grade 119

The City of Sedro-Woolley (“the City”) and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO (“the Union”), are party to a collective bargaining agreement (CBA) effective from January 1, 2024 through December 31, 2026.

The City has attempted for months to hire a Lead Mechanic at grade 120. It now desires to instead hire a Vehicle Technical Mechanic while seeking to regrade both positions. The Lead Mechanic position is currently active and the Vehicle Technical Mechanic position is currently a future placeholder. The City and the Union agree to exchange these designations, making the Vehicle Technical Mechanic position active and the Lead Mechanic position a placeholder.

There are limited comparable positions for the Lead Mechanic and Vehicle Technical Mechanic positions in cities of Sedro-Woolley’s size in Washington State.

In reviewing internal equity, placing the Lead Mechanic position at Grade 121 would put it between the Wastewater Treatment Operator Lead position at 122 and the Maintenance Operator Lead position at 120. The City and Union agree to adjust the Lead Mechanic position from Grade 120 to Grade 121.

The City also has a Vehicle Technical Mechanic position at Grade 118. The City and Union agree to adjust the Vehicle Technical Mechanic position from Grade 118 to Grade 119. This will bring the position into the same grade as the Wastewater Treatment Operator II position.

This MOU shall not create a precedent for the purposes of collective bargaining and shall be effective upon signing.

President

AFSCME Local 176-SW

Staff Representative

Julia Johnson, Mayor

Charlie Bush, City Administrator

AFSCME and Non-Represented Staff

Placeholder Positions
New / Updated

CITY OF SEDRO-WOOLLEY										
February 28, 2024										
Master Schedule for AFSCME and Non-Represented Staff										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
104	INTERN - ADMIN SUPPORT	19.55	20.14	20.74	21.36	21.79	22.23	22.56	22.90	23.24
		3,388.58	3,490.25	3,594.92	3,702.75	3,776.83	3,852.33	3,910.17	3,968.83	4,028.33
		40,663	41,883	43,139	44,433	45,322	46,228	46,922	47,626	48,340
105	PARK CARETAKER	20.19	20.79	21.41	22.06	22.50	22.95	23.29	23.64	24.00
		3,498.83	3,603.83	3,711.92	3,823.25	3,899.75	3,977.75	4,037.42	4,098.00	4,159.42
		41,986	43,246	44,543	45,879	46,797	47,733	48,449	49,176	49,913
106	INTERN - TECHNICAL SUPPORT	20.86	21.49	22.14	22.80	23.25	23.72	24.08	24.44	24.80
		3,616.50	3,725.00	3,836.75	3,951.83	4,030.83	4,111.50	4,173.17	4,235.75	4,299.33
		43,398	44,700	46,041	47,422	48,370	49,338	50,078	50,829	51,592
107	RECEPTIONIST	21.57	22.22	22.89	23.57	24.04	24.52	24.89	25.26	25.64
		3,739.00	3,851.17	3,966.75	4,085.75	4,167.42	4,250.83	4,314.58	4,379.25	4,445.00
		44,868	46,214	47,601	49,029	50,009	51,010	51,775	52,551	53,340
108		22.32	22.99	23.68	24.39	24.88	25.38	25.76	26.14	26.54
		3,868.92	3,985.00	4,104.50	4,227.67	4,312.25	4,398.50	4,464.42	4,531.42	4,599.42
		46,427	47,820	49,254	50,732	51,747	52,782	53,573	54,377	55,193
109		23.11	23.81	24.52	25.26	25.76	26.28	26.67	27.07	27.48
		4,006.17	4,126.33	4,250.17	4,377.67	4,465.17	4,554.50	4,622.83	4,692.17	4,762.50
		48,074	49,516	51,002	52,532	53,582	54,654	55,474	56,306	57,150
110	CUSTODIAN YARD WASTE ATTENDANT	23.95	24.66	25.40	26.17	26.69	27.22	27.63	28.05	28.47
		4,150.75	4,275.25	4,403.50	4,535.67	4,626.33	4,718.92	4,789.67	4,861.50	4,934.42
		49,809	51,303	52,842	54,428	55,516	56,627	57,476	58,338	59,213
111	ADMINISTRATIVE CLERK I GRAD INTERN	24.82	25.57	26.34	27.13	27.67	28.22	28.64	29.07	29.51
		4,302.67	4,431.75	4,564.75	4,701.67	4,795.75	4,891.58	4,965.00	5,039.50	5,115.08
		51,632	53,181	54,777	56,420	57,549	58,699	59,580	60,474	61,381
112	MAINTENANCE CUSTODIAN	25.76	26.53	27.33	28.14	28.71	29.28	29.72	30.17	30.62
		4,464.42	4,598.42	4,736.33	4,878.42	4,976.00	5,075.50	5,151.67	5,228.92	5,307.33
		53,573	55,181	56,836	58,541	59,712	60,906	61,820	62,747	63,688
113	ACCOUNTING CLERK ADMINISTRATIVE CLERK II PERMIT TECHNICIAN	26.73	27.53	28.36	29.21	29.80	30.39	30.85	31.31	31.78
		4,633.58	4,772.58	4,915.75	5,063.17	5,164.50	5,267.75	5,346.75	5,427.00	5,508.42
		55,603	57,271	58,989	60,758	61,974	63,213	64,161	65,124	66,101
114	IT WORKSTATION SUPPORT SPEC MAINTENANCE OPERATOR I COLLECTIONS SPECIALIST I	27.76	28.60	29.45	30.34	30.95	31.56	32.04	32.52	33.01
		4,812.42	4,956.83	5,105.50	5,258.67	5,363.83	5,471.17	5,553.25	5,636.50	5,721.08
		57,749	59,482	61,266	63,104	64,366	65,654	66,639	67,638	68,653
115	VEHICLE SERVICING MECHANIC PLANNING TECHNICIAN WW OPERATOR IN TRAINING	28.85	29.72	30.61	31.53	32.16	32.80	33.29	33.79	34.30
		5,001.17	5,151.17	5,305.75	5,464.92	5,574.17	5,685.67	5,771.00	5,857.50	5,945.42
		60,014	61,814	63,669	65,579	66,890	68,228	69,252	70,290	71,345
116	WW ADMINISTRATIVE ASSISTANT ENGINEERING TECHNICIAN I PERMIT TECHNICIAN - SENIOR WW TREATMENT OPERATOR I	30.01	30.91	31.84	32.80	33.45	34.12	34.63	35.15	35.68
		5,202.08	5,358.17	5,518.92	5,684.50	5,798.17	5,914.17	6,002.83	6,092.92	6,184.33
		62,425	64,298	66,227	68,214	69,578	70,970	72,034	73,115	74,212
117	MAINTENANCE OPERATOR II COLLECTIONS SPECIALIST II PAYROLL/HR TECHNICIAN IT USER SUPPORT TECHNICIAN ACCOUNTING TECHNICIAN	31.23	32.16	33.13	34.12	34.81	35.50	36.04	36.58	37.12
		5,412.92	5,575.25	5,742.50	5,914.83	6,033.08	6,153.75	6,246.08	6,339.75	6,434.83
		64,955	66,903	68,910	70,978	72,397	73,845	74,953	76,077	77,218
118	ENGINEERING TECHNICIAN II EMS BILLING CLERK INFRASTRUCTURE & MAPPING SPEC	32.51	33.49	34.50	35.53	36.24	36.97	37.52	38.08	38.65
		5,635.92	5,805.00	5,979.17	6,158.50	6,281.67	6,407.33	6,503.42	6,601.00	6,700.00
		67,631	69,660	71,750	73,902	75,380	76,888	78,041	79,212	80,400
119	DEPUTY CITY CLERK VEHICLE TECHNICAL MECHANIC WW TREATMENT OPERATOR II COURT CLERK	33.87	34.89	35.94	37.01	37.75	38.51	39.09	39.67	40.27
		5,871.17	6,047.33	6,228.75	6,415.58	6,543.92	6,674.75	6,774.92	6,876.50	6,979.67
		70,454	72,568	74,745	76,987	78,527	80,097	81,299	82,518	83,756
120	MAINTENANCE OPERATOR LEAD ADMINISTRATIVE ANALYST	35.30	36.36	37.45	38.57	39.35	40.13	40.73	41.34	41.96
		6,118.67	6,302.25	6,491.33	6,686.08	6,819.83	6,956.17	7,060.50	7,166.42	7,273.92
		73,424	75,627	77,896	80,233	81,838	83,474	84,726	85,997	87,287
121	BUILDING INSPECTOR I LEAD MECHANIC DATA SYSTEMS SPECIALIST ENGINEER I (GRADUATE) WW TREATMENT OPERATOR III	36.81	37.92	39.05	40.23	41.03	41.85	42.48	43.12	43.76
		6,380.92	6,572.33	6,769.50	6,972.58	7,112.08	7,254.33	7,363.17	7,473.58	7,585.67
		76,571	78,868	81,234	83,671	85,345	87,052	88,358	89,683	91,028
122	ASSISTANT PLANNER WW TREATMENT OPERATOR LEAD	38.40	39.55	40.74	41.96	42.80	43.65	44.31	44.97	45.65
		6,655.42	6,855.08	7,060.75	7,272.58	7,418.00	7,566.33	7,679.83	7,795.08	7,912.00
		79,865	82,261	84,729	87,271	89,016	90,796	92,158	93,541	94,944
123	BUILDING INSPECTOR II SOLID WASTE SUPERVISOR	40.08	41.28	42.52	43.80	44.67	45.56	46.25	46.94	47.65
		6,947.08	7,155.50	7,370.17	7,591.25	7,743.08	7,897.92	8,016.42	8,136.67	8,258.67
		83,365	85,866	88,442	91,095	92,917	94,775	96,197	97,640	99,104

CITY OF SEDRO-WOLLEY

February 28, 2024

Master Schedule for AFSCME and Non-Represented Staff

Grade/Step	Position	1	2	3	4	5	6	7	8	9
124	WW TREATMENT SUPERVISOR ENGINEER (EIT)	42.10	43.36	44.67	46.01	46.93	47.86	48.58	49.31	50.05
	IT SYSTEM INTEGRATION ANALYST	7,297.67	7,516.58	7,742.08	7,974.33	8,133.83	8,296.50	8,421.00	8,547.33	8,675.50
	MAINTENANCE OPNS SUPERVISOR	87,572	90,199	92,905	95,692	97,606	99,558	101,052	102,568	104,106
125	PLANNER	44.09	45.42	46.78	48.18	49.15	50.13	50.88	51.64	52.42
		7,642.75	7,872.00	8,108.17	8,351.42	8,518.50	8,688.83	8,819.17	8,951.42	9,085.75
		91,713	94,464	97,298	100,217	102,222	104,266	105,830	107,417	109,029
126	BUILDING OFFICIAL (CMML INSP)	46.19	47.57	49.00	50.47	51.48	52.51	53.30	54.10	54.91
		8,006.08	8,246.25	8,493.67	8,748.50	8,923.50	9,101.92	9,238.50	9,377.00	9,517.67
		96,073	98,955	101,924	104,982	107,082	109,223	110,862	112,524	114,212
127	HUMAN RESOURCE MANAGER	48.41	49.86	51.35	52.89	53.95	55.03	55.86	56.69	57.55
	ASSISTANT ENGINEER	8,390.42	8,642.08	8,901.33	9,168.42	9,351.75	9,538.83	9,681.92	9,827.08	9,974.50
		100,685	103,705	106,816	110,021	112,221	114,466	116,183	117,925	119,694
128	SENIOR PLANNER	50.74	52.27	53.83	55.45	56.56	57.69	58.55	59.43	60.32
		8,795.58	9,059.42	9,331.25	9,611.17	9,803.42	9,999.42	10,149.42	10,301.67	10,456.25
		105,547	108,713	111,975	115,334	117,641	119,993	121,793	123,620	125,475
129	ASSISTANT FIRE CHIEF	53.22	54.81	56.46	58.15	59.31	60.50	61.41	62.33	63.26
		9,224.33	9,501.00	9,786.08	10,079.67	10,281.25	10,486.83	10,644.17	10,803.83	10,965.83
		110,692	114,012	117,433	120,956	123,375	125,842	127,730	129,646	131,590
130	DIRECTOR, INFO TECHNOLOGIES	55.83	57.50	59.23	61.00	62.22	63.47	64.42	65.39	66.37
	POLICE LIEUTENANT	9,676.50	9,966.83	10,265.83	10,573.83	10,785.25	11,001.00	11,166.00	11,333.50	11,503.50
	CITY ENGINEER	116,118	119,602	123,190	126,886	129,423	132,012	133,992	136,002	138,042
131	DIRECTOR, FINANCE	58.57	60.33	62.14	64.00	65.28	66.59	67.59	68.60	69.63
		10,152.33	10,456.92	10,770.58	11,093.67	11,315.58	11,541.92	11,715.00	11,890.75	12,069.08
		121,828	125,483	129,247	133,124	135,787	138,503	140,580	142,689	144,829
132	DIRECTOR, COMMUNITY DEVEL	61.47	63.31	65.21	67.17	68.51	69.88	70.93	71.99	73.07
		10,654.25	10,973.83	11,303.08	11,642.17	11,875.00	12,112.50	12,294.17	12,478.58	12,665.75
		127,851	131,686	135,637	139,706	142,500	145,350	147,530	149,743	151,989
133	DIRECTOR, PUBLIC WORKS	64.53	66.46	68.46	70.51	71.92	73.36	74.46	75.58	76.71
	POLICE CHIEF	11,184.92	11,520.42	11,866.08	12,222.00	12,466.50	12,715.83	12,906.58	13,100.17	13,296.67
	FIRE CHIEF	134,219	138,245	142,393	146,664	149,598	152,590	154,879	157,202	159,560
134		67.76	69.79	71.88	74.04	75.52	77.03	78.19	79.36	80.55
		11,744.33	12,096.67	12,459.58	12,833.33	13,090.00	13,351.83	13,552.08	13,755.33	13,961.67
		140,932	145,160	149,515	154,000	157,080	160,222	162,625	165,064	167,540
135		71.16	73.30	75.50	77.76	79.32	80.90	82.12	83.35	84.60
		12,335.08	12,705.17	13,086.33	13,478.92	13,748.50	14,023.42	14,233.83	14,447.33	14,664.00
		148,021	152,462	157,036	161,747	164,982	168,281	170,806	173,368	175,968
136	CITY ADMINISTRATOR	78.54	80.90	83.32	85.82	87.54	89.29	90.63	91.99	93.37
		13,613.42	14,021.83	14,442.50	14,875.75	15,173.25	15,476.75	15,708.92	15,944.50	16,183.67
		163,361	168,262	173,310	178,509	182,079	185,721	188,507	191,334	194,204

Amounts Displayed: Hourly, Monthly, Annual Wage



City Council Agenda Item

Agenda Item No.: e.9.

Date: February 28, 2024

From: Charlie Bush, City Administrator

Subject: Memorandum of Understanding - AFSCME Bargaining Unit - Social Media Specialty Pay

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to executive/sign a Memorandum of Understanding with the AFSCME bargaining unit to allow a second person within AFSCME to receive social media specialty pay.

ISSUE:

Should the Council authorize the Mayor to enter into an MOU with AFSCME regarding allowing a second person within AFSCME to receive social media specialty pay?

BACKGROUND/SUMMARY INFORMATION:

Section A.2 of the agreement states:

“Specialty Pay. A 2% premium will be added to the AFSCME member selected to act as the City’s social media representative.”

The City desires to appoint two union members to fill the social media representative role. The Union would agree to this request.

Citywide social media was historically handled by the City's IT Director. When he retired, we made plans to shift the role from the IT Director to a team of employees that includes the IT Director, City Administrator, and an AFSCME employee to be determined, with the IT Director serving the most minimal role on the team so he can focus more on our IT needs. Two AFSCME employees have expressed interest in the role and currently three employees serve in this role for the Police Department, with two receiving comparable specialty pay. With a goal to amplify the City's general social media presence, this proposal would add one more person to the citywide team. The current plan is to have a Public Works field employee and an office employee serve in the AFSCME roles, allowing us to more easily capture stories from City Hall and in the field. We intended to discuss this topic of having two people receive this pay in our final negotiation session and were not able to cover it so it did not make it into the recently approved agreement. Appointment of the positions that receive specialty pay for this role is at the discretion of management and not all of them may be filled at all times.

Approving this item will authorize the Mayor to sign a Memorandum of Understanding (MOU) with the City's labor group known as the Washington State Council of County and City Employees, American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME). The MOU would allow for a second AFSCME employee to receive premium pay for serving on the City's social media team.

FISCAL IMPACT, IF APPROPRIATE:

An additional employee, to be determined, will receive a 2% premium pay for serving in this role.

ATTACHMENTS:

1. MOU - Social Media

MEMORANDUM OF AGREEMENT

City of Sedro-Woolley and AFSCME Local 176-SW
February 15, 2024

RE: MOU Allowing Flexibility in the Application of Social Media Specialty Pay

The City of Sedro-Woolley (“the City”) and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO (“the Union”), are party to a collective bargaining agreement (CBA) effective from January 1, 2024 through December 31, 2026.

Section A.2 of the agreement states:

“Specialty Pay. A 2% premium will be added to the AFSCME member selected to act as the City’s social media representative.”

The City desires to appoint two union members to fill the social media representative role. The Union agrees with this request.

This MOU shall not create a precedent for the purposes of collective bargaining and shall be effective upon signing.

President

Julia Johnson, Mayor

AFSCME Local 176-SW

Staff Representative

Charlie Bush, City Administrator



City Council Agenda Item

Agenda Item No.: e.10.

Date: February 28, 2024

From: Mark Freiburger, Director of Public Works

Subject: Grant Application Approval - TIB Complete Streets Early Opportunity

RECOMMENDED ACTION:

Authorize Public Works Director Mark Freiburger to submit a TIB Complete Streets Early Opportunity Grant application due March 1, 2024, up to the amount of \$500,000.

ISSUE:

Shall Council authorize Public Works Director Mark Freiburger to submit a TIB Complete Streets Early Opportunity Grant application due March 1, 2024, up to the amount of \$500,000?

BACKGROUND/SUMMARY INFORMATION:

The Transportation Improvement Board has issued a call for applications under their Complete Streets Early Opportunity program for projects that would perform ADA Ramp Retrofits, new ADA ramps, address Sidewalk gaps, Rectangular Rapid Flashing Beacons, revising lane markings to meet Complete Streets standards, and construction ready projects. Applications are being accepted on March 1, 2024, and April 26, 2024. The awarded funds must be expended on projects to complete within the year 2024.

The adoption on 2/14/2024 of Sidewalk Municipal Code Ordinance 2064-24 and the accompanying Sidewalk Replacement Program Resolution 1136-24 included extensive discussion on the state of sidewalks and ramps within the city. The council is very interested in grants to support the work that technically is the responsibility of the adjacent property owners. This grant program would support the council's goal by replacing sidewalk panels and ramps recently identified as deficient during our survey for the 2024 Sole Source Sidewalk Trip Hazard Removal item that is also on this council agenda for final adoption. That survey identified 30 sidewalk and ramp locations that are out of standard and beyond the ability of grinding to repair, with a preliminary estimate of \$300,000.

Staff is preparing the estimate for these repairs and will include this in the estimate for this grant. In addition, Staff is also in design for the 2024 Pavement and Pedestrian Improvements Project, which includes Schedule A for a TIB funded overlay of Reed Street from SR 20 to Brickyard Creek, Schedule B for a locally funded schedule for overlay of Reed Street from Brickyard Creek to Sapp Road, Schedule C for a locally funded overlay of Portobello Street from Fruitdale to Gateway Heights Loop, Schedule D for TIB funded State Street Sidewalk Improvements, and Schedule E for TIB funded Nelson Street Sidewalk Improvements. Schedules B North Reed and Schedule C Portobello are locally funded

and include upgrades of ADA ramps, with seven on N Reed and 4 on Portobello that qualify for this grant, for a preliminary estimate of \$90,000.

TIB will announce the awards on March 22, 2024. Contracts will be tendered on March 25, 2024. We plan to advertise for bids on April 30, 2024, and close on May 14, 2024, with a possible council award on May 22, 2024.

If awarded, the project will be included with the 2024 Pavement and Pedestrian Improvements Project as Schedule F ADA Ramp Upgrades and Sidewalk Repairs.

FISCAL IMPACT, IF APPROPRIATE:

The estimate grant application is on the order of \$350,000 to \$400,000, including design. As the estimate is currently a preliminary estimate and will be updated in the grant application, the council motion is for "up to \$500,000", the maximum grant allowed.

This grant requires a 15% match, which would be \$52,500 to \$60,000, based on the preliminary estimates. This grant will actually offset city funds previously approved for the replacement ramps on North Reed and Portobello, totaling an estimated \$88,000, so this will actually reduce the city cost by \$18,000 to \$36,000. As a result, no additional funds will be required.

This is an excellent opportunity for the city to complete a significant amount of sidewalk and ramp repairs or upgrades at minimal cost to our constituents, and Staff recommends approval.

ATTACHMENTS:

1. TIB Complete Streets Early Opportunities



TRANSPORTATION IMPROVEMENT BOARD COMPLETE STREETS EARLY OPPORTUNITIES



Important Dates

MARCH CONSIDERATION DEADLINE

March 1, 2024

MAY CONSIDERATION DEADLINE

April 26, 2024

Transportation Improvement Board Accepting Early Opportunity Applications for Complete Street Projects

Transportation Improvement Board (TIB) will now be accepting early consideration applications for the Complete Street projects.

Applications will be accepted for review for the following Complete Streets projects:

- Citywide ADA Ramp Retrofit
- New ADA Ramps
- Sidewalk Gaps
- Rectangular Rapid Flashing Beacons (RRFBs)
- Restriping (including road diets, adding bike lanes, and other related projects)
- Construction Ready Projects

Criteria

Agencies must:

- Submit early opportunity application, vicinity map, and estimated cost of project.
- Meet important dates to be considered.
- Complete projects in 2024.

Questions?

Contact your region engineer for more information.

Jonathan Heusman, PE
Southeast Region
jonathanh@tib.wa.gov

Chris Langhoff, PE
West Region
chrisl@tib.wa.gov

Andrew Beagle, PE
Northeast Region
andrewb@tib.wa.gov

Greg Armstrong, PE
Puget Sound Region
grega@tib.wa.gov





City Council Agenda Item

Agenda Item No.: e.11.

Date: February 28, 2024

From: Woody Tovar Cano, IT Director

Subject: Information Technology Surplus Equipment - Resolution 1137-24

RECOMMENDED ACTION:

Motion to approve Resolution 1137-24 surplus and disposition of IT assets.

ISSUE:

Should the City Council approve the attached resolution declaring a list of controlled property and authorizing Mayor Julia Johnson to sell/dispose of it?

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. Resolution 1137-24 - IT Surplus

RESOLUTION NO. 1137-24

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 Director of Information Technology to no longer be critical to the City of Sedro-Woolley's needs or operational use, 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 Director of Information Technology 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	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1	003180	2UA8191G7D	HP	XW4600	Desktop PC
2	003529	33800019JEB3	AOPEN	MP65-UI	SFF PC
3	003663	2UA2251X9H	HP	Compaq 6200 Pro SFF	Desktop PC
4	003654	2UA2010KVK	HP	Compaq 6200 Pro SFF	Desktop PC
5	003764	VNB4D14635	HP	LaserJet Pro MFP M148dw	Multi-function Printer
6	NA	CN-0H069H-72872-8AG-0LVM	Dell	2208wfp	Monitor
7	NA	138AB3WY02055	HannsG	HL203DPB	Monitor
8	002928	USM52502LY	HP	ProLiant ML350	Server
9	003356	418449	Sony	Cybershot DSC-W370	Digital Camera
10	003145	CE0746P1P0728	TRENDnet	TE100-P1P/A	Print Server
11	003144	CE0746P1P0720	TRENDnet	TE100-P1P/A	Print Server
12	NA	CN-07N012-6418028J-138U	Dell	E2211Hc	Monitor
13	002885	CN2500C138	HP	D5064	Monitor
14	003362	U62341K0J529100	Brother	MFC-8680DN	Printer/Scanner/Fax
15	002207	USEF169822	HP	LaserJet 4000	Printer

PASSED by majority vote of the members of the Sedro-Woolley City Council this 28th day of February 2024

Julia Johnson, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thomas, City Attorney



City Council Agenda Item

Agenda Item No.: f.1.

Date: February 28, 2024

From: Julia Johnson, Mayor

Subject: Puget Sound Energy Robert Knoll

RECOMMENDED ACTION:

Presentation, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Presentation on Puget Sound Energy storm restorations.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.2.

Date: February 28, 2024

From: Frank Wagner, Fire Chief

Subject: Skagit County EMS Director Josh Pelonio

RECOMMENDED ACTION:

Presentation, no recommended action.

ISSUE:

Skagit County EMS Director Josh Pelonio will be making a presentation in regards to the upcoming EMS levy that will be on the special ballot on April 23rd.

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

In fiscal year 2023, the City of Sedro-Woolley received \$1,276,598 in revenue from the Skagit County EMS levy.

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: m.1.

Date: February 28, 2024

From: Hiller West, Interim Community Director

Subject: Grant Contract - WA Department of Commerce - Comprehensive Plan Update

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute/sign a grant contract with the Washington Department of Commerce for funding the 2025 Sedro-Woolley Comprehensive Plan update.

ISSUE:

The WA Department of Commerce has forwarded the final version of the grant contract for funding the 2025 Sedro-Woolley Comprehensive Plan update. A motion authorizing the Mayor to sign the contract on behalf of the city is requested.

BACKGROUND/SUMMARY INFORMATION:

As discussed at the February 7 joint meeting with the Planning Commission, the contract has been reviewed by the City Attorney and revised pursuant to comments provided. The contract authorizes \$125,000 in grant funding over two fiscal years to reimburse city costs involved in the update to the city's Comprehensive Plan. The city has issued a Request for Proposals (RFP) to solicit statements of interest from consulting firms that wish to assist with this project.

FISCAL IMPACT, IF APPROPRIATE:

The contract authorizes \$125,000 in grant funding over two fiscal years to reimburse city costs involved in the update to the city's Comprehensive Plan.

ATTACHMENTS:

1. Commerce grant contract 2025 Comprehensive Plan



Interagency Agreement with

City of Sedro-Woolley

through

Growth Management Services

**Contract Number:
24-63335-042**

For

**GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)**

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63335-042

**Local Government Division
Growth Management Services**

1. Contractor City of Sedro-Woolley Planning Department 325 Metcalf Street Sedro-Woolley, WA 98284		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Hiller West Interim Director (360) 855-0771 hwest@sedro-woolley.gov		4. COMMERCE Representative Lexine Long Senior Planner (360) 480-4498 lexine.long@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$125,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # SWV0018462-00	12. UBI # 600-201-983	13. UEI # N/A
14. Contract Purpose Grant funding to assist City of Sedro-Woolley with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
FOR CONTRACTOR Julia Johnson, Mayor City of Sedro-Woolley Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-042. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of the Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

~~Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.~~

When the Contractor creates any copyrightable materials or invents any patentable property, the contractor may copyright or patent the same but COMMERCE retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A.** Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Complete Periodic Update checklist <i>Anticipated completion date: February 2024</i>	\$0	\$0	Comprehensive Plan Checklist
Form Advisory Committee. <i>Anticipated completion date: February 2024</i>	\$0	\$0	List of Advisory Committee members.
Prepare project scope of work. Issue Request for Proposals (RFP) for consultant assistance. <i>Anticipated completion date: March 2024</i>	\$0	\$0	Periodic update work plan
Create public participation plan. Include representatives of underrepresented and/or marginalized communities. <i>Anticipated completion date: March 2024</i>	\$15,000	\$0	Public participation plan
Select consultant firm for the project; execute contract upon approval by city council. <i>Anticipated completion date: May 2024</i>	\$0	\$0	
Schedule introductory project meeting with advisory committee, consultant and staff. <i>Anticipated completion date: May 2024</i>	\$0	\$0	
Prepare analysis of data and technical needs for the project. Review with advisory committee. <i>Anticipated completion date: May 2024</i>	\$22,500	\$0	Analysis of data and technical needs for the project.

Consultant completes Baseline Report, outlining major areas in need of update, current conditions, and technical needs. <i>Anticipated completion date: June 2024</i>	\$0	\$0	
Second project meeting held with Planning Commission, consultant and staff; review results of Baseline Report. <i>Anticipated completion date: June 2024</i>	\$0	\$0	
Baseline report and land use capacity analysis. <i>Anticipated completion date: June 2024</i>	\$ 25,000	\$0	Baseline report and land use capacity analysis.
Prepare draft Land Use Element update - Include updated population projections; include results of land use capacity analysis; revise goals, objectives and policies <i>Anticipated completion date: October 2024</i>	\$0	\$0	Update Land Use element
Schedule coordination team meeting to review at public workshop/hearing.	\$0	\$0	
Draft Land Use Element <i>Anticipated completion date: October 2024</i>	\$0	\$25,000	Draft Land Use Element
Review technical data, capital and transportation project lists; schedule coordination team meeting to review at public workshop; review drafts for consistency with draft Land Use Element <i>Anticipated completion date: November 2024</i>	\$0	\$0	
Draft transportation and Capital Facilities elements <i>Anticipated completion date: December 2024</i>	\$0	\$15,000	Draft transportation and Capital Facilities elements
Prepare updates to Housing Element	\$0	\$17,500	

Anticipated completion date: April 2025			
Complete updates to other elements of Comprehensive Plan Anticipated completion date: April 2025	\$0	\$0	
Insert draft Climate Element (under separate grant project)	\$0	\$0	
Schedule meeting of Coordination Team; review draft elements, list remaining revisions to plan draft; schedule Planning Commission public hearing Anticipated completion date: March 2025	\$0	\$0	
Assemble Draft comprehensive plan; forward Draft to State agencies for required 60-day review. Anticipated completion date: April 2025	\$0	\$0	
Revise draft Comprehensive Plan per comments provided by the State and interested/affected agencies; Anticipated completion date: May 2025	\$0	\$0	
Schedule and hold public hearing. Forward Planning Commission recommendation to City Council. Anticipated completion date: May 2025	\$0	\$0	
City Council takes action on final plan document. Plan is forwarded to Dept. of Commerce and other agencies. Anticipated completion date: June 2025	\$0	\$5,000	Adopted Comprehensive Plan
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	



City Council Agenda Item

Agenda Item No.: m.2.

Date: February 28, 2024

From: Hiller West, Interim Community Director

Subject: Grant Contract - WA Department of Commerce - Climate Element

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute/sign a grant contract with the Washington Department of Commerce for funding the climate element of the 2024 Comprehensive Plan.

ISSUE:

The WA Department of Commerce has forwarded a final version of this grant contract, revised pursuant to comments provided by the City Attorney. A motion authorizing the Mayor to execute the contract is requested.

BACKGROUND/SUMMARY INFORMATION:

This item was discussed at the February 7 joint City Council/Planning Commission meeting. A grant of \$500,000 has been approved by the WA Department of Commerce to reimburse city costs over a period of two fiscal years, involved in the preparation of a Climate Planning element to the city's Comprehensive Plan. A Request for Proposals (RFP) has been issued seeking statements of interest from qualified firms who could provide assistance with this project.

FISCAL IMPACT, IF APPROPRIATE:

The grant contract will reimburse up to \$500,000 in City costs involved in the preparation of a Climate Element to the City's Comprehensive Plan.

ATTACHMENTS:

1. Sedro-Woolley_Climate Planning Grant 23-25



Interagency Agreement with

City of Sedro-Woolley

through

Growth Management Services

**Contract Number:
24-63610-156**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-156

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Sedro-Woolley 325 Metcalf Street Sedro-Woolley, WA 98284		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Hiller West Interim Community Development Director hwest@sedro-woolley.gov		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0018462-00	12. UBI # 600-201-983
13. UEI # N/A			
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR Julia Johnson Mayor Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **five hundred thousand dollars (\$500,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-156. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

When the Contractor creates any copyrightable materials or invents any patentable property, the contractor may copyright or patent the same but COMMERCE retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work

Scope of Work for GHG Emissions Reduction Sub-Element		
Steps, Tasks, & Deliverables	Description	Timeframes & End Dates
Section 2	Initialize GHG Project Launch	1/1/2024 - 3/1/2024
GHG Task 2.1	Form Climate Policy Advisory Team for GHG	
GHG Task 2.2	Establish GHG engagement strategy that supports environmental justice	
GHG Deliverable 1	Memo specifying the Sedro-Woolley GHG Climate Action Planning engagement strategy that supports environmental justice	3/1/2024
GHG Deliverable 2	Memo reporting development and initial membership of the Sedro-Woolley GHG Climate Policy Advisory Team	3/1/2024
Section 3, Step 1	Explore Sources of GHG Emissions	3/1/2024 - 5/1/2024
GHG Task 2.2	Geographic, demographic, and historic profile of Sedro-Woolley	
GHG Task 2.3	Identify which source of VMT is of concern, including people who live, work, and travel through Sedro-Woolley	
GHG Deliverable 3	Memo summarizing Sedro-Woolley profile, sources of VMT, and GHG emissions	5/1/2024
Section 3, Step 3	Access Commerce-Provided VMT data for Sedro-Woolley	5/1/2024 - 6/1/2024
Section 3, Step 4	Determine the most Significant VMT Sources	6/1/2024 - 9/1/2024
GHG Task 4.1	Public Meeting 1 – Introduce VMT issues & announce Sedro-Woolley household travel survey	
GHG Task 4.2	Develop & implement Sedro-Woolley household travel survey	
GHG Deliverable 4	Results & Summary of Household Travel Survey	9/1/2024
Section 3, Step 5	Set VMT reduction targets	9/1/2024 - 11/1/2024

GHG Task 5.1	Public Meeting 2: • Report & discuss survey results • Share potential VMT reduction measures • Collect public ideas of other possible VMT reduction actions • Discuss potential VMT reduction targets (for Comp Plan Climate and Transportation elements)	
GHG Deliverable 5	Summary of public meeting on VMT & GHG reduction targets to be included in Comp Plan	11/1/2024
Section 3, Step 6	Develop goals, policies, and an implementation plan to achieve VMT and GHG reduction targets	11/1/2024 - 2/1/2025
Section 3, Step 7	Integrate the VMT reduction measures into the Sedro-Woolley comprehensive plan	2/1/2025 - 4/1/2025
GHG Task 7.1	Ensure that the measures chosen are consistent with and reference each other across plan elements	
GHG Task 7.2	Embed an implementation or action plan into the comprehensive plan	
GHG Deliverable 6	Comprehensive Plan Audit and Reconciliation	4/1/2025
GHG Deliverable 7	In Consultation with Sedro-Woolley Mayor and City Council, Draft goals and policies that will reduce VMT and subsequent GHG emissions. Propose GHG Emissions-Reductions goals-and-policy ordinances to Sedro-Woolley City Council	5/1/2025
Section 3, Step 8	Prepare to evaluate progress toward Sedro-Woolley VMT goals	5/1/2025 - 6/1/2025
Task 8.2	Create schedule to revisit the VMT data at regular intervals (at least every five years), and measure progress from the last review	
GHG Deliverable 8	Design of Procedures to Measure Progress Toward VMT Reduction and GHG Reduction Goals	6/1/2025
GHG Deliverable 9	Memo summarizing results of GHG sub-element development	6/30/2025

Scope of Work for Climate Resilience Sub-Element		
Steps, Tasks, & Deliverables	Description	Timeframes & End Dates
Section 2	Initialize Resilience Project Launch	1/1/2024 - 3/1/2024
Resilience Task 2.1	Form Climate Policy Advisory Team for resilience	
Resilience Task 2.2	Establish resilience engagement strategy that supports environmental justice	
Resilience Deliverable 1	Memo: specifying the Sedro-Woolley Climate Action Planning engagement strategy that supports environmental justice, reporting development and initial membership of the Sedro-Woolley Climate Policy Advisory Team	3/1/2024
Section 3, Step 1	Explore Climate Impacts	3/1/2024 - 7/1/2024
Resilience Task 1.1	Identify Community Assets (e.g., housing stock, historic buildings, public buildings, population)	
Resilience Task 1.2	Explore Hazards and Changes in the Climate	
Resilience Task 1.3	Pair assets & hazards and describe exposure and consequences	
Resilience Task 1.4	Identify priority climate hazards (e.g., Flooding, smoke, wildfire, dam reliability, heat waves)	
Resilience Deliverable 2	Memo reporting assets and hazards with mitigation prioritization.	7/1/2024
Section 3, Step 2	Audit Existing Plans & Policies	7/1/2024 - 8/1/2024
Resilience Task 2.1	Review existing plans for climate gaps and opportunities	
Resilience Deliverable 3	Memo reporting existing plans to protect Sedro-Woolley from climate change hazards, gaps, and opportunities	8/1/2024
Section 3, Step 3	Assess Vulnerability & Risk	8/1/2024 - 2/1/2025
Resilience Task 3.1	Assess sensitivity of vulnerabilities to hazards	

Resilience Task 3.2	Assess Adaptive Capacity	
Resilience Task 3.3	Characterize Vulnerability	
Resilience Task 3.4	Characterize Risk	
Resilience Task 3.5	Collaborate with partners, stakeholders, and decision makers to decide courses of action to increase resilience and minimize risks	
Resilience Deliverable 4	Memo summarizing current risks & vulnerabilities	2/1/2025
Section 3, Step 4	Pursue Pathways - Create proposals for goals and policies along with explanations of their benefits	2/1/2025 - 4/1/2025
Resilience Task 4.1	Develop goals	
Resilience Task 4.2	Develop policies	
Resilience Task 4.3	Identify policy co-benefits	
Resilience Deliverable 5	Memo reporting goals, policies, and co-benefits	4/1/2025
Section 3, Step 5	Integrate Goals & Policies	4/1/2025 - 6/1/2025
Resilience Task 5.1	In consultation with Mayor, City Council, & Stakeholders, draft resolution adopting goals and policies; draft update of FEMA Hazard Mitigation Plan	
Resilience Deliverable 6	Propose resilience goals and policies resolution and FEMA Hazard Mitigation Plan Update to City Council	6/1/2025
Resilience Deliverable 7	Memo summarizing results of Resilience sub-element development	6/1/2025

Attachment B: Budget

	Estimated Expense Covered by Commerce Grant Funds
GHG Emissions Reduction Deliverables	
GHG Deliverable 1: Climate Policy Advisory Team	\$20,000
GHG Deliverable 2: Public Engagement Plan	\$10,000
GHG Deliverable 3: Explore Current GHG Emissions	\$20,000
GHG Deliverable 4: Explore Sources of VMT	\$50,000
GHG Deliverable 5: VMT & GHG Reduction Targets	\$15,000
GHG Deliverable 6: Comprehensive Plan Audit	\$15,000
GHG Deliverable 7: Draft Ordinance of VMT & GHG Reduction Goals and Policies	\$30,000
GHG Deliverable 8: VMT & GHG Reduction Progress Procedures	\$10,000
GHG Deliverable 9: Summary of GHG Planning Results	\$10,000
GHG Sub-Element Total	\$180,000
Resilience Emissions Reduction Deliverables	
Resilience Deliverable 1: Climate Policy Advisory Team	\$20,000
Resilience Deliverable 2: Explore Assets & Hazards	\$40,000
Resilience Deliverable 3: Audit Current Resilience Plans	\$65,000
Resilience Deliverable 4: Explore Vulnerabilities and Risks	\$90,000
Resilience Deliverable 5: Goals, Policies, & Co-Benefits	\$60,000
Resilience Deliverable 6: Draft resolution of Resilience Goals & Policies	\$30,000
Resilience Deliverable 7: Summary of Resilience Planning Results	\$15,000

Resilience Sub-Element Total	\$320,000
Climate Element Total	\$500,000



City Council Agenda Item

Agenda Item No.: m.3.

Date: February 28, 2024

From: Charlie Bush, City Administrator

Subject: Adopting Updated Salary Grid - Community Development Director Position

RECOMMENDED ACTION:

If the Council is so inclined, we would appreciate action tonight so that we can keep the recruitment moving.

Motion to approve the updated salary grid moving the Community Development Director position from grade 131 to 132.

ISSUE:

Should the City Council pass an updated salary grid moving the Community Development Director position from grade 131 to 132?

BACKGROUND/SUMMARY INFORMATION:

Since May 2023, the City has been operating without a permanent Community Development Director. The City has been fortunate to retain the services of two part-time Interim Directors during this time.

Upon the initial vacancy, staff began a local recruitment, resulting in the recommendation of a candidate to Council who was not confirmed.

The City then entered into a sourcing contract with GMP Consultants to use their network and platform to do a wider recruitment. The first recruitment under this contract resulted in three candidate interviews but no candidates were seen as a good fit and recommended to the Council by the Mayor for confirmation. The Council's Planning and Business Development Committee participated in these interviews.

The second recruitment under this contract, which was partially complimentary given that a candidate had not been selected, resulted in no qualified applicants.

The City is prepared to repost the position with GMP Consultants, but a recent conversation with their recruiter led to the possibility of regrading the position to make it more competitive in the market, to hopefully attract some additional qualified candidates. We also learned that planners are incredibly difficult to recruit nationwide at the moment. We are hopeful that regarding the position and better timing for applicants will provide some additional choices. This action would regrade the position.

FISCAL IMPACT, IF APPROPRIATE:

The fiscal impact would be between \$6,000 and \$7,000, depending upon the step placement of the new director, once selected. This amount can be absorbed in the current 2024 budget.

ATTACHMENTS:

1. 2024_MasterSchedule_AFSCME+Non-Rep_2.28.2024
2. 2024_Non-Represented_2.28.2024

AFSCME and Non-Represented Staff

Placeholder Positions
New / Updated

CITY OF SEDRO-WOOLLEY										
February 28, 2024										
Master Schedule for AFSCME and Non-Represented Staff										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
104	INTERN - ADMIN SUPPORT	19.55	20.14	20.74	21.36	21.79	22.23	22.56	22.90	23.24
		3,388.58	3,490.25	3,594.92	3,702.75	3,776.83	3,852.33	3,910.17	3,968.83	4,028.33
		40,663	41,883	43,139	44,433	45,322	46,228	46,922	47,626	48,340
105	PARK CARETAKER	20.19	20.79	21.41	22.06	22.50	22.95	23.29	23.64	24.00
		3,498.83	3,603.83	3,711.92	3,823.25	3,899.75	3,977.75	4,037.42	4,098.00	4,159.42
		41,986	43,246	44,543	45,879	46,797	47,733	48,449	49,176	49,913
106	INTERN - TECHNICAL SUPPORT	20.86	21.49	22.14	22.80	23.25	23.72	24.08	24.44	24.80
		3,616.50	3,725.00	3,836.75	3,951.83	4,030.83	4,111.50	4,173.17	4,235.75	4,299.33
		43,398	44,700	46,041	47,422	48,370	49,338	50,078	50,829	51,592
107	RECEPTIONIST	21.57	22.22	22.89	23.57	24.04	24.52	24.89	25.26	25.64
		3,739.00	3,851.17	3,966.75	4,085.75	4,167.42	4,250.83	4,314.58	4,379.25	4,445.00
		44,868	46,214	47,601	49,029	50,009	51,010	51,775	52,551	53,340
108		22.32	22.99	23.68	24.39	24.88	25.38	25.76	26.14	26.54
		3,868.92	3,985.00	4,104.50	4,227.67	4,312.25	4,398.50	4,464.42	4,531.42	4,599.42
		46,427	47,820	49,254	50,732	51,747	52,782	53,573	54,377	55,193
109		23.11	23.81	24.52	25.26	25.76	26.28	26.67	27.07	27.48
		4,006.17	4,126.33	4,250.17	4,377.67	4,465.17	4,554.50	4,622.83	4,692.17	4,762.50
		48,074	49,516	51,002	52,532	53,582	54,654	55,474	56,306	57,150
110	CUSTODIAN YARD WASTE ATTENDANT	23.95	24.66	25.40	26.17	26.69	27.22	27.63	28.05	28.47
		4,150.75	4,275.25	4,403.50	4,535.67	4,626.33	4,718.92	4,789.67	4,861.50	4,934.42
		49,809	51,303	52,842	54,428	55,516	56,627	57,476	58,338	59,213
111	ADMINISTRATIVE CLERK I GRAD INTERN	24.82	25.57	26.34	27.13	27.67	28.22	28.64	29.07	29.51
		4,302.67	4,431.75	4,564.75	4,701.67	4,795.75	4,891.58	4,965.00	5,039.50	5,115.08
		51,632	53,181	54,777	56,420	57,549	58,699	59,580	60,474	61,381
112	MAINTENANCE CUSTODIAN	25.76	26.53	27.33	28.14	28.71	29.28	29.72	30.17	30.62
		4,464.42	4,598.42	4,736.33	4,878.42	4,976.00	5,075.50	5,151.67	5,228.92	5,307.33
		53,573	55,181	56,836	58,541	59,712	60,906	61,820	62,747	63,688
113	ACCOUNTING CLERK ADMINISTRATIVE CLERK II PERMIT TECHNICIAN	26.73	27.53	28.36	29.21	29.80	30.39	30.85	31.31	31.78
		4,633.58	4,772.58	4,915.75	5,063.17	5,164.50	5,267.75	5,346.75	5,427.00	5,508.42
		55,603	57,271	58,989	60,758	61,974	63,213	64,161	65,124	66,101
114	IT WORKSTATION SUPPORT SPEC MAINTENANCE OPERATOR I COLLECTIONS SPECIALIST I	27.76	28.60	29.45	30.34	30.95	31.56	32.04	32.52	33.01
		4,812.42	4,956.83	5,105.50	5,258.67	5,363.83	5,471.17	5,553.25	5,636.50	5,721.08
		57,749	59,482	61,266	63,104	64,366	65,654	66,639	67,638	68,653
115	VEHICLE SERVICING MECHANIC PLANNING TECHNICIAN WW OPERATOR IN TRAINING	28.85	29.72	30.61	31.53	32.16	32.80	33.29	33.79	34.30
		5,001.17	5,151.17	5,305.75	5,464.92	5,574.17	5,685.67	5,771.00	5,857.50	5,945.42
		60,014	61,814	63,669	65,579	66,890	68,228	69,252	70,290	71,345
116	WW ADMINISTRATIVE ASSISTANT ENGINEERING TECHNICIAN I PERMIT TECHNICIAN - SENIOR WW TREATMENT OPERATOR I	30.01	30.91	31.84	32.80	33.45	34.12	34.63	35.15	35.68
		5,202.08	5,358.17	5,518.92	5,684.50	5,798.17	5,914.17	6,002.83	6,092.92	6,184.33
		62,425	64,298	66,227	68,214	69,578	70,970	72,034	73,115	74,212
117	MAINTENANCE OPERATOR II COLLECTIONS SPECIALIST II PAYROLL/HR TECHNICIAN IT USER SUPPORT TECHNICIAN ACCOUNTING TECHNICIAN	31.23	32.16	33.13	34.12	34.81	35.50	36.04	36.58	37.12
		5,412.92	5,575.25	5,742.50	5,914.83	6,033.08	6,153.75	6,246.08	6,339.75	6,434.83
		64,955	66,903	68,910	70,978	72,397	73,845	74,953	76,077	77,218
118	ENGINEERING TECHNICIAN II EMS BILLING CLERK INFRASTRUCTURE & MAPPING SPEC	32.51	33.49	34.50	35.53	36.24	36.97	37.52	38.08	38.65
		5,635.92	5,805.00	5,979.17	6,158.50	6,281.67	6,407.33	6,503.42	6,601.00	6,700.00
		67,631	69,660	71,750	73,902	75,380	76,888	78,041	79,212	80,400
119	DEPUTY CITY CLERK VEHICLE TECHNICAL MECHANIC WW TREATMENT OPERATOR II COURT CLERK	33.87	34.89	35.94	37.01	37.75	38.51	39.09	39.67	40.27
		5,871.17	6,047.33	6,228.75	6,415.58	6,543.92	6,674.75	6,774.92	6,876.50	6,979.67
		70,454	72,568	74,745	76,987	78,527	80,097	81,299	82,518	83,756
120	MAINTENANCE OPERATOR LEAD ADMINISTRATIVE ANALYST	35.30	36.36	37.45	38.57	39.35	40.13	40.73	41.34	41.96
		6,118.67	6,302.25	6,491.33	6,686.08	6,819.83	6,956.17	7,060.50	7,166.42	7,273.92
		73,424	75,627	77,896	80,233	81,838	83,474	84,726	85,997	87,287
121	BUILDING INSPECTOR I LEAD MECHANIC DATA SYSTEMS SPECIALIST ENGINEER I (GRADUATE) WW TREATMENT OPERATOR III	36.81	37.92	39.05	40.23	41.03	41.85	42.48	43.12	43.76
		6,380.92	6,572.33	6,769.50	6,972.58	7,112.08	7,254.33	7,363.17	7,473.58	7,585.67
		76,571	78,868	81,234	83,671	85,345	87,052	88,358	89,683	91,028
122	ASSISTANT PLANNER WW TREATMENT OPERATOR LEAD	38.40	39.55	40.74	41.96	42.80	43.65	44.31	44.97	45.65
		6,655.42	6,855.08	7,060.75	7,272.58	7,418.00	7,566.33	7,679.83	7,795.08	7,912.00
		79,865	82,261	84,729	87,271	89,016	90,796	92,158	93,541	94,944
123	BUILDING INSPECTOR II SOLID WASTE SUPERVISOR	40.08	41.28	42.52	43.80	44.67	45.56	46.25	46.94	47.65
		6,947.08	7,155.50	7,370.17	7,591.25	7,743.08	7,897.92	8,016.42	8,136.67	8,258.67
		83,365	85,866	88,442	91,095	92,917	94,775	96,197	97,640	99,104

CITY OF SEDRO-WOLLEY

February 28, 2024

Master Schedule for AFSCME and Non-Represented Staff

Grade/Step	Position	1	2	3	4	5	6	7	8	9
124	WW TREATMENT SUPERVISOR ENGINEER (EIT)	42.10	43.36	44.67	46.01	46.93	47.86	48.58	49.31	50.05
	IT SYSTEM INTEGRATION ANALYST	7,297.67	7,516.58	7,742.08	7,974.33	8,133.83	8,296.50	8,421.00	8,547.33	8,675.50
	MAINTENANCE OPNS SUPERVISOR	87,572	90,199	92,905	95,692	97,606	99,558	101,052	102,568	104,106
125	PLANNER	44.09	45.42	46.78	48.18	49.15	50.13	50.88	51.64	52.42
		7,642.75	7,872.00	8,108.17	8,351.42	8,518.50	8,688.83	8,819.17	8,951.42	9,085.75
		91,713	94,464	97,298	100,217	102,222	104,266	105,830	107,417	109,029
126	BUILDING OFFICIAL (CMML INSP)	46.19	47.57	49.00	50.47	51.48	52.51	53.30	54.10	54.91
		8,006.08	8,246.25	8,493.67	8,748.50	8,923.50	9,101.92	9,238.50	9,377.00	9,517.67
		96,073	98,955	101,924	104,982	107,082	109,223	110,862	112,524	114,212
127	HUMAN RESOURCE MANAGER	48.41	49.86	51.35	52.89	53.95	55.03	55.86	56.69	57.55
	ASSISTANT ENGINEER	8,390.42	8,642.08	8,901.33	9,168.42	9,351.75	9,538.83	9,681.92	9,827.08	9,974.50
		100,685	103,705	106,816	110,021	112,221	114,466	116,183	117,925	119,694
128	SENIOR PLANNER	50.74	52.27	53.83	55.45	56.56	57.69	58.55	59.43	60.32
		8,795.58	9,059.42	9,331.25	9,611.17	9,803.42	9,999.42	10,149.42	10,301.67	10,456.25
		105,547	108,713	111,975	115,334	117,641	119,993	121,793	123,620	125,475
129	ASSISTANT FIRE CHIEF	53.22	54.81	56.46	58.15	59.31	60.50	61.41	62.33	63.26
		9,224.33	9,501.00	9,786.08	10,079.67	10,281.25	10,486.83	10,644.17	10,803.83	10,965.83
		110,692	114,012	117,433	120,956	123,375	125,842	127,730	129,646	131,590
130	DIRECTOR, INFO TECHNOLOGIES	55.83	57.50	59.23	61.00	62.22	63.47	64.42	65.39	66.37
	POLICE LIEUTENANT	9,676.50	9,966.83	10,265.83	10,573.83	10,785.25	11,001.00	11,166.00	11,333.50	11,503.50
	CITY ENGINEER	116,118	119,602	123,190	126,886	129,423	132,012	133,992	136,002	138,042
131	DIRECTOR, FINANCE	58.57	60.33	62.14	64.00	65.28	66.59	67.59	68.60	69.63
		10,152.33	10,456.92	10,770.58	11,093.67	11,315.58	11,541.92	11,715.00	11,890.75	12,069.08
		121,828	125,483	129,247	133,124	135,787	138,503	140,580	142,689	144,829
132	DIRECTOR, COMMUNITY DEVEL	61.47	63.31	65.21	67.17	68.51	69.88	70.93	71.99	73.07
		10,654.25	10,973.83	11,303.08	11,642.17	11,875.00	12,112.50	12,294.17	12,478.58	12,665.75
		127,851	131,686	135,637	139,706	142,500	145,350	147,530	149,743	151,989
133	DIRECTOR, PUBLIC WORKS	64.53	66.46	68.46	70.51	71.92	73.36	74.46	75.58	76.71
	POLICE CHIEF	11,184.92	11,520.42	11,866.08	12,222.00	12,466.50	12,715.83	12,906.58	13,100.17	13,296.67
	FIRE CHIEF	134,219	138,245	142,393	146,664	149,598	152,590	154,879	157,202	159,560
134		67.76	69.79	71.88	74.04	75.52	77.03	78.19	79.36	80.55
		11,744.33	12,096.67	12,459.58	12,833.33	13,090.00	13,351.83	13,552.08	13,755.33	13,961.67
		140,932	145,160	149,515	154,000	157,080	160,222	162,625	165,064	167,540
135		71.16	73.30	75.50	77.76	79.32	80.90	82.12	83.35	84.60
		12,335.08	12,705.17	13,086.33	13,478.92	13,748.50	14,023.42	14,233.83	14,447.33	14,664.00
		148,021	152,462	157,036	161,747	164,982	168,281	170,806	173,368	175,968
136	CITY ADMINISTRATOR	78.54	80.90	83.32	85.82	87.54	89.29	90.63	91.99	93.37
		13,613.42	14,021.83	14,442.50	14,875.75	15,173.25	15,476.75	15,708.92	15,944.50	16,183.67
		163,361	168,262	173,310	178,509	182,079	185,721	188,507	191,334	194,204

Amounts Displayed: Hourly, Monthly, Annual Wage

Non-Represented Staff

Placeholder Positions
New / Updated

CITY OF SEDRO-WOLLEY February 28, 2024 Master Schedule for Non-Represented Staff										
Grade/Step	Position	1	2	3	4	5	6	7	8	9
119	COURT CLERK	33.87	34.89	35.94	37.01	37.75	38.51	39.09	39.67	40.27
		5,871.17	6,047.33	6,228.75	6,415.58	6,543.92	6,674.75	6,774.92	6,876.50	6,979.67
		70,454	72,568	74,745	76,987	78,527	80,097	81,299	82,518	83,756
120		35.30	36.36	37.45	38.57	39.35	40.13	40.73	41.34	41.96
		6,118.67	6,302.25	6,491.33	6,686.08	6,819.83	6,956.17	7,060.50	7,166.42	7,273.92
		73,424	75,627	77,896	80,233	81,838	83,474	84,726	85,997	87,287
121	ENGINEER I (GRADUATE)	36.81	37.92	39.05	40.23	41.03	41.85	42.48	43.12	43.76
		6,380.92	6,572.33	6,769.50	6,972.58	7,112.08	7,254.33	7,363.17	7,473.58	7,585.67
		76,571	78,868	81,234	83,671	85,345	87,052	88,358	89,683	91,028
122		38.40	39.55	40.74	41.96	42.80	43.65	44.31	44.97	45.65
		6,655.42	6,855.08	7,060.75	7,272.58	7,418.00	7,566.33	7,679.83	7,795.08	7,912.00
		79,865	82,261	84,729	87,271	89,016	90,796	92,158	93,541	94,944
123		40.08	41.28	42.52	43.80	44.67	45.56	46.25	46.94	47.65
		6,947.08	7,155.50	7,370.17	7,591.25	7,743.08	7,897.92	8,016.42	8,136.67	8,258.67
		83,365	85,866	88,442	91,095	92,917	94,775	96,197	97,640	99,104
124	ENGINEER (EIT) IT SYSTEM INTEGRATION ANALYST	42.10	43.36	44.67	46.01	46.93	47.86	48.58	49.31	50.05
		7,297.67	7,516.58	7,742.08	7,974.33	8,133.83	8,296.50	8,421.00	8,547.33	8,675.50
		87,572	90,199	92,905	95,692	97,606	99,558	101,052	102,568	104,106
125	PLANNER	44.09	45.42	46.78	48.18	49.15	50.13	50.88	51.64	52.42
		7,642.75	7,872.00	8,108.17	8,351.42	8,518.50	8,688.83	8,819.17	8,951.42	9,085.75
		91,713	94,464	97,298	100,217	102,222	104,266	105,830	107,417	109,029
126		46.19	47.57	49.00	50.47	51.48	52.51	53.30	54.10	54.91
		8,006.08	8,246.25	8,493.67	8,748.50	8,923.50	9,101.92	9,238.50	9,377.00	9,517.67
		96,073	98,955	101,924	104,982	107,082	109,223	110,862	112,524	114,212
127	HUMAN RESOURCE MANAGER ASSISTANT ENGINEER	48.41	49.86	51.35	52.89	53.95	55.03	55.86	56.69	57.55
		8,390.42	8,642.08	8,901.33	9,168.42	9,351.75	9,538.83	9,681.92	9,827.08	9,974.50
		100,685	103,705	106,816	110,021	112,221	114,466	116,183	117,925	119,694
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		8,795.58	9,059.42	9,331.25	9,611.17	9,803.42	9,999.42	10,149.42	10,301.67	10,456.25
		105,547	108,713	111,975	115,334	117,641	119,993	121,793	123,620	125,475
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		9,224.33	9,501.00	9,786.08	10,079.67	10,281.25	10,486.83	10,644.17	10,803.83	10,965.83
		110,692	114,012	117,433	120,956	123,375	125,842	127,730	129,646	131,590
130	DIRECTOR, INFO TECHNOLOGIES POLICE LIEUTENANT CITY ENGINEER	55.83	57.50	59.23	61.00	62.22	63.47	64.42	65.39	66.37
		9,676.50	9,966.83	10,265.83	10,573.83	10,785.25	11,001.00	11,166.00	11,333.50	11,503.50
		116,118	119,602	123,190	126,886	129,423	132,012	133,992	136,002	138,042
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		10,152.33	10,456.92	10,770.58	11,093.67	11,315.58	11,541.92	11,715.00	11,890.75	12,069.08
		121,828	125,483	129,247	133,124	135,787	138,503	140,580	142,689	144,829
132	DIRECTOR, COMMUNITY DEVEL	61.47	63.31	65.21	67.17	68.51	69.88	70.93	71.99	73.07
		10,654.25	10,973.83	11,303.08	11,642.17	11,875.00	12,112.50	12,294.17	12,478.58	12,665.75
		127,851	131,686	135,637	139,706	142,500	145,350	147,530	149,743	151,989
133	DIRECTOR, PUBLIC WORKS POLICE CHIEF FIRE CHIEF	64.53	66.46	68.46	70.51	71.92	73.36	74.46	75.58	76.71
		11,184.92	11,520.42	11,866.08	12,222.00	12,466.50	12,715.83	12,906.58	13,100.17	13,296.67
		134,219	138,245	142,393	146,664	149,598	152,590	154,879	157,202	159,560
134		67.76	69.79	71.88	74.04	75.52	77.03	78.19	79.36	80.55
		11,744.33	12,096.67	12,459.58	12,833.33	13,090.00	13,351.83	13,552.08	13,755.33	13,961.67
		140,932	145,160	149,515	154,000	157,080	160,222	162,625	165,064	167,540
135		71.16	73.30	75.50	77.76	79.32	80.90	82.12	83.35	84.60
		12,335.08	12,705.17	13,086.33	13,478.92	13,748.50	14,023.42	14,233.83	14,447.33	14,664.00
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		13,613.42	14,021.83	14,442.50	14,875.75	15,173.25	15,476.75	15,708.92	15,944.50	16,183.67
		163,361	168,262	173,310	178,509	182,079	185,721	188,507	191,334	194,204

Amounts Displayed: Hourly, Monthly, Annual Wage



City Council Agenda Item

Agenda Item No.: m.4.

Date: February 28, 2024

From: Nathan Salseina , Maintenance Operations Supervisor

Subject: Grant Application for Olmsted Park Playground and Sports Courts Project -
Resolution 1138-24 - 1st Read

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign Resolution number 1138-24, authorizing staff to submit a grant application for funding from Washington State Recreation and Conservation Office for Olmsted Park Playground and Sports Courts Project.

ISSUE:

Should the City Council approve resolution number 1138-24, authorizing staff to submit a grant application for funding from the Washington State Recreation and Conservation Office for Olmsted Park Playground and Sports Courts Project.

BACKGROUND/SUMMARY INFORMATION:

One of the current city council goals and objectives is to expand recreational opportunities by completing future phases of Olmsted Park. Phase one of the project that includes grading, utilities, drainage, parking, restrooms, signage, and the caretakers residence. Phase one is fully funded, and ready to advertise for bid for construction. If all goes according to plan, phase one will be completed by the end of 2024. If successful, funding from this grant will be used to construct phase two of the project which includes installation of the new fully accessible playground, sand volleyball courts, and basketball court. The construction timeline for phase two would begin in the summer of 2025 and be completed by spring of 2026.

FISCAL IMPACT, IF APPROPRIATE:

Preliminary cost estimates for Olmsted Playground and Sports Courts Project is approximately \$650,000. This number includes civil work, equipment and installation. The city will be responsible for 50% of the total project cost, and the grant will cover the other 50%. The cities' share would be \$325,000, and would be paid for by GMA Park Impact Fee Fund. Staff has projected that there will be a sufficient balance in the park impact fee fund to cover these costs when they become due in the fall of 2025.

ATTACHMENTS:

1. ApplicantAuthorizationResolution
2. Olmsted Rendering All Phases

3. Olmsted Park Option 2



Applicant Resolution/Authorization

Organization Name (sponsor) City of Sedro-Woolley

Resolution No. or Document Name 1138-24

Project(s) Number(s), and Name(s) 24-1327 Olmsted Park Playground & Sports Courts Project

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Julia Johnon, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Nathan Salseina, Public Works Maintenance & Operations Supervisor
RCO Grant Agreement (Agreement)	Julia Johson, Mayor
Agreement amendments	Julia Johnson, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Julia Johnson, Mayor

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title Mayor _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: Sedro-Woolley _____ Date: 2/28/2024 _____

Washington State Attorney General's Office

Approved as to form Brian Toller _____ 2/13/2020 _____
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



**PACIFIC
LANDSCAPE
ARCHITECTURE**
P.O. Box 1122
Bellingham, WA 98227
(360) 686.1946

Olmsted Park

Fruitdale Road
Sedro-Woolley, WA 98284



DESIGNED BY:	PIA
DRAWN BY:	PL
Date	Issue
4-3-10	Schematic Sketches
6-11-18	Revised Schematic
4-19-19	Revised Schematic
6-11-19	Revised Schematic
9-24-19	Port Alternatives
10-8-19	For Review
12-20-19	75% Construction Documents
2-14-20	Rating and Structures Update

Sheet Title
**Rendered
Plan**

Sheet Number
L-1

Proposal for
City of Sedro-Woolley

Prepared by



02-15-2024
Job # 109102-01

Olmsted Park Playground Option 2



435-901-9544 | gwpark.com

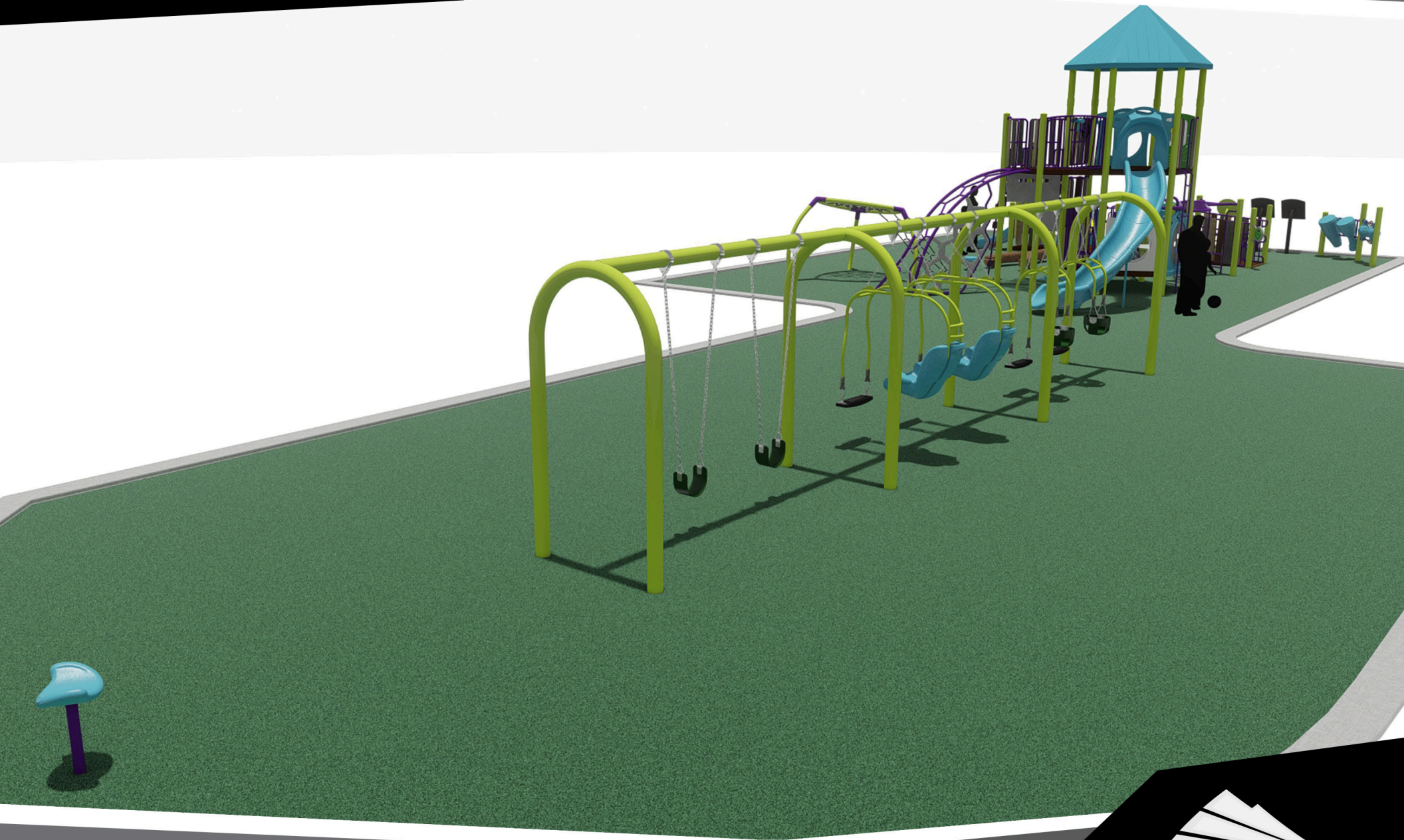
Olmsted Park - Project 109102-01-Opt 2
Sedro-Woolley, WA



Olmsted Park - Project 109102-01-Opt 2
Sedro-Woolley, WA



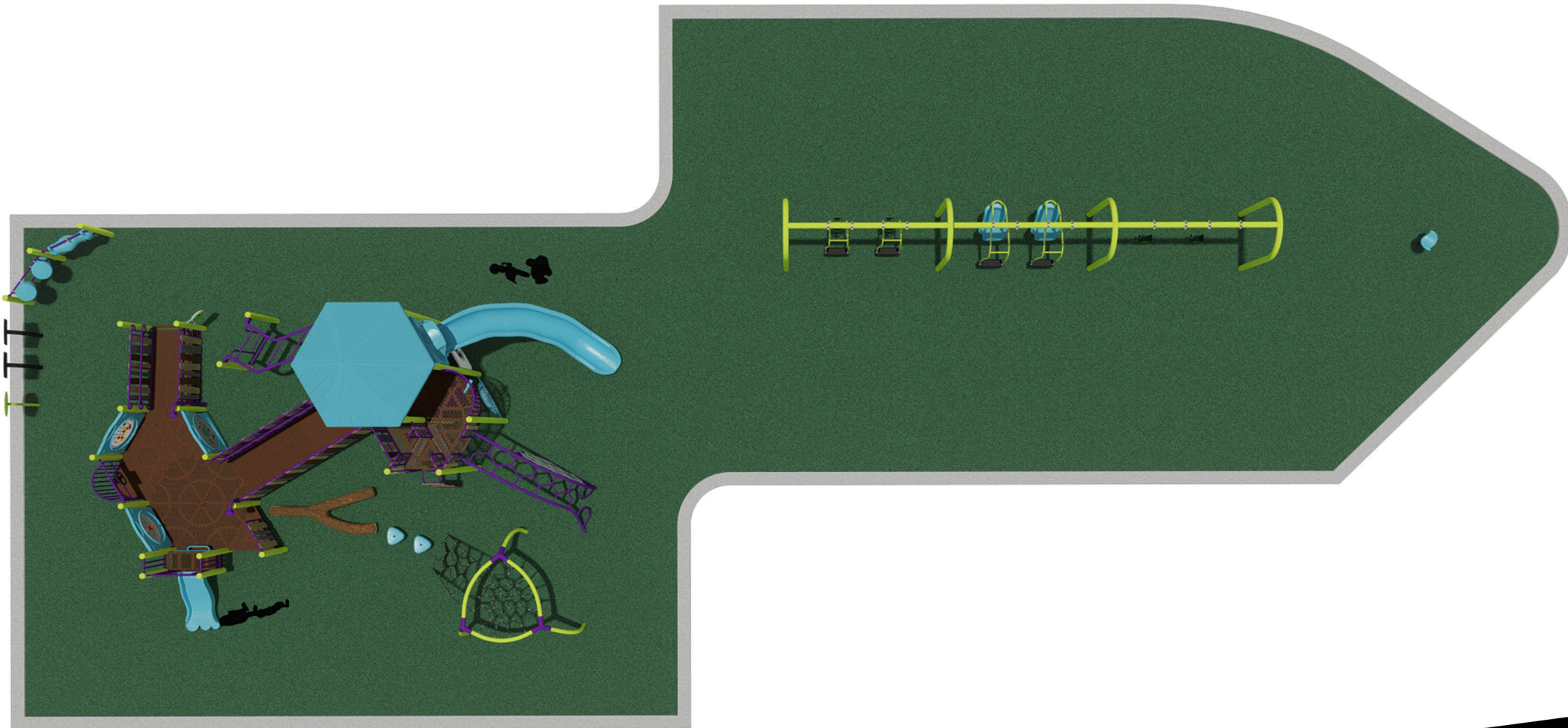
Olmsted Park - Project 109102-01-Opt 2
Sedro-Woolley, WA



Olmsted Park - Project 109102-01-Opt 2
Sedro-Woolley, WA



Olmsted Park - Project 109102-01-Opt 2
Sedro-Woolley, WA



Project: 109102-01-Opt 2
Surfacing:

PALETTE COLOR SELECTIONS

Approved by: _____



NEW!



OLD GLORY

Fabric Shade Deep Ochre
Plastic Roof Burgundy
Uprights Ocean
Accent 1 Champagne
HDPE Blue
2 Color HDPE Gray/White
Roto Plastic Burgundy
Tube Burgundy
Rock Deep Granite
Decks Gray



SHINE

Fabric Shade Sky
Plastic Roof Orange
Uprights Sky Blue
Accent 1 Spring Green
HDPE Orange
2 Color HDPE Spring Green/White
Roto Plastic Orange
Tube Orange
Rock Sandstone
Decks Gray



VOYAGE

Fabric Shade Charcoal
Plastic Roof Azure
Uprights Sage
Accent 1 Ice Butter
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Azure
Tube Azure
Rock Deep Granite
Decks Gray



NEW!



PEACOCK

Fabric Shade Purple
Plastic Roof Royal Purple
Uprights Sky Blue
Accent 1 Blue
HDPE Spring Green
2 Color HDPE Spring Green/White
Roto Plastic Royal Purple
Tube Royal Purple
Rock Deep Granite
Decks Blue



SPRING BLOOM

Fabric Shade True Blue
Plastic Roof Spring Green
Uprights Champagne
Accent 1 Spring Green
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Sky Blue
Tube Spring Green
Rock Deep Granite
Decks Brown



WATERMELON

Fabric Shade Lime
Plastic Roof Red
Uprights White
Accent 1 Chartreuse
HDPE Green
2 Color HDPE Spring Green/White
Roto Plastic Red
Tube Red
Rock Deep Granite
Decks Blue



POPSICLE

Fabric Shade Brown
Plastic Roof Burgundy
Uprights Vanilla
Accent 1 Azure
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Burgundy
Tube Burgundy
Rock Deep Granite
Decks Chocolate Brown



SUNRISE

Fabric Shade Yellow
Plastic Roof Royal Purple
Uprights Orange
Accent 1 White
HDPE Dolphin Gray
2 Color HDPE Gray/Black
Roto Plastic Royal Purple
Tube Royal Purple
Rock Deep Granite
Decks Gray



WEST PALM

Fabric Shade Lime
Plastic Roof Orange
Uprights Sky Blue
Accent 1 Spring Green
HDPE Blue
2 Color HDPE Spring Green/White
Roto Plastic Orange
Tube Orange
Rock Sandstone
Decks Gray



RIPTIDE

Fabric Shade True Blue
Plastic Roof Sky Blue
Uprights Sea Mist
Accent 1 Azure
HDPE Orange
2 Color HDPE Orange/White
Roto Plastic Sky Blue
Tube Sky Blue
Rock Dark Granite
Decks Blue



TIMBERLAND

Fabric Shade Sky
Plastic Roof Sky Blue
Uprights Brown
Accent 1 Spring Green
HDPE Sky Blue
2 Color HDPE Sky Blue/White
Roto Plastic Sky Blue
Tube Sky Blue
Rock Deep Granite
Decks Blue



WHIMSY

Fabric Shade Navy Blue
Plastic Roof Orange
Uprights White
Accent 1 Blue
HDPE Orange
2 Color HDPE Spring Green/White
Roto Plastic Periwinkle
Tube Sky Blue
Rock Deep Granite
Decks Gray

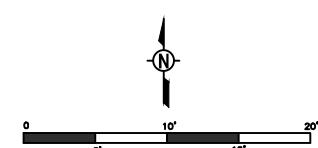
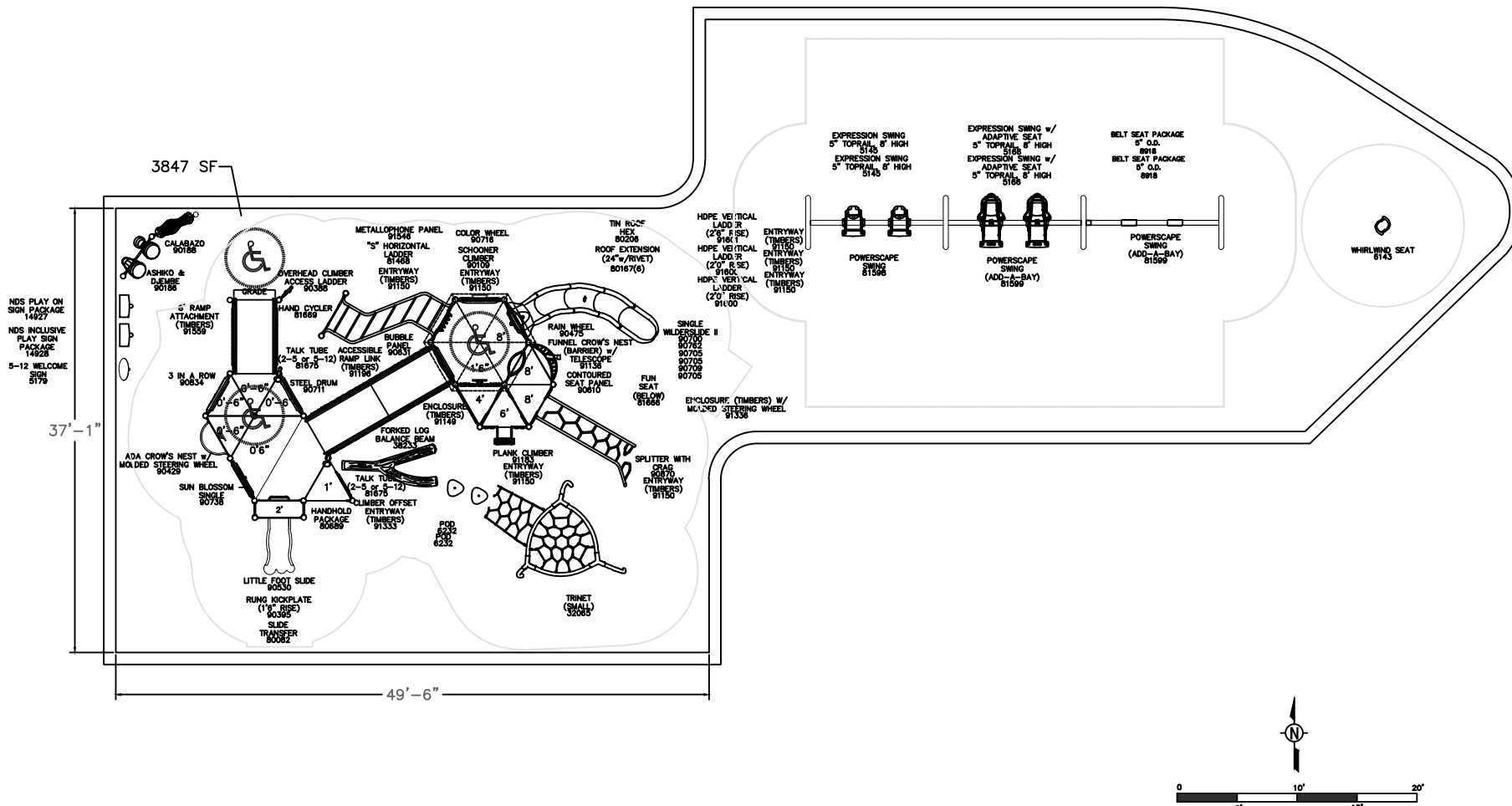


NEW!

WOODLANDS

Fabric Shade True Blue
Plastic Roof Spring Green
Uprights Bronze
Accent 1 Vanilla
HDPE Blue
2 Color HDPE Blue/White
Roto Plastic Spring Green
Tube Spring Green
Rock Deep Granite
Decks Chocolate





City of Sedro-Woolley
Olmsted Park
Sedro Woolley
Representative
Great Western Recreation

SALES REP
QUINN CONNELL
435-901-9544
QUINN@GWPARK.COM

Total Elevated Play Components	19	Required	10
Total Elevated Play Components Accessible By Ramp	10	Required	-
Total Elevated Components Accessible By Transfer	-	Required	6
Total Accessible Ground Level Components Shown	14	Required	3
Total Different Types Of Ground Level Components	5	Required	3

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
-
Scale: -
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
QL
Date:
02/06/2024
Drawing Name:
109102-01-Opt2



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

02/15/2024
Quote #
109102-01-02

Olmsted Park Playground Option 2

City of Sedro-Woolley
Attn: Nathan Salseina
409 Alexander Street
Sedro-Woolley, WA 98284
Phone: 360-856-0151
nsalseina@sedro-woolley.gov

Ship to Zip 98284

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - 5-12 Playground Structure- Reference Drawing #109102-01-Opt2	\$144,696.00	\$144,696.00	\$144,696.00
1	RDU	GameTime - Swings- Reference Drawing #109102-01-Opt2	\$17,679.00	\$17,679.00	\$17,679.00
1	5179	GameTime - Welcome Sign (5-12)	\$748.00	\$748.00	\$748.00
1	6143	GameTime - Whirlwind Seat Straight (F/S)	\$981.00	\$981.00	\$981.00
2	6232	GameTime - Pod (1'-0")	\$507.00	\$507.00	\$1,014.00
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	32065	GameTime - Trinet (Small)	\$16,165.00	\$16,165.00	\$16,165.00
1	38233	GameTime - Forked Balance Beam	\$5,094.00	\$5,094.00	\$5,094.00
1	90186	GameTime - Ashiko & Djembe Panel	\$1,653.00	\$1,653.00	\$1,653.00
1	90188	GameTime - Calabazo Panel	\$1,063.00	\$1,063.00	\$1,063.00
1	LA-VBP4-SQ-PC (2219-20P)	LA Steelcraft - Volleyball Pro Series Competition Posts 4 IN Square Powder Coated	\$2,534.00	\$2,483.32	\$2,483.32
1	LA-E-COMP-32 - 32' x 39" Black Nylon Netting	LA Steelcraft - Volleyball Nets	\$479.00	\$469.42	\$469.42
2	LA-12C54PC (1540P)	LA Steelcraft - Basketball Post- Curved Post/Single 5- 9/16"OD w/ 4' Ext. Powder Coated, Post Size=5-9/16", Type=Gooseneck, Offset=4', Powder Coat=Yes, Post Color=TBD	\$1,999.00	\$1,959.02	\$3,918.04
2	LA-01 (13)	LA Steelcraft - Basketball Backboards- Heavy-Duty Solid Steel Fan, 36" H x 54" W, 1/4", Powder Coated White, Shape=Fan, Material=Steel, Thickness=1/4", Target and Perimeter=29, Wrap Upcharge=BBOARD-NOWRAP, with Target & Perimeter	\$830.00	\$813.40	\$1,626.80
2	LA-45 (45)	LA Steelcraft - Basketball Rims- Heavy-Duty Double Rim with Universal Mount Plate (Previously LA-600N), Rim=45	\$208.00	\$203.84	\$407.68
2	LA-34 (34)	LA Steelcraft - Basketball Nets- Super Nylon Net, Net Type=#34 Super Nylon Net	\$20.00	\$19.60	\$39.20





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www.gwpark.com

02/15/2024
Quote #
109102-01-02

Olmsted Park Playground Option 2

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
3847	PIP	GT-Impax - Poured in Place Surfacing- 3,847 sf, 8' CFH Quote includes a 3.25" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Standard Color TBD No Design No TTA Aromatic Binder Prevailing Wages Based on good job access	\$25.85	\$25.85	\$99,444.95
1	INSTALL	Install - Receive and Offload- Prevailing Wages	\$3,335.00	\$3,335.00	\$3,335.00
1	INSTALL	Install - Concrete Slurry for PIP- Prevailing Wages	\$20,000.00	\$20,000.00	\$20,000.00
1	INSTALL	Install - Install Playground Equipment- Prevailing Wages	\$84,080.00	\$84,080.00	\$84,080.00
1	INSTALL	Install - Temp Fencing- Prevailing Wages	\$6,670.00	\$6,670.00	\$6,670.00
1	INSTALL	Install - Mobilization- Prevailing Wages	\$4,670.00	\$4,670.00	\$4,670.00
				Sub Total	\$416,237.41
				Estimated Freight	\$12,345.00
				Tax	\$36,858.09
				Total	\$465,440.50

Comments

Your Sales Rep is Quinn Connell. Please reach out to Quinn at 435-901-9544 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$5,810 plus tax if applicable.

Shipping to site:
Fruitdale Rd.
Sedro-Woolley, WA 98284

Customer to confirm shipping and site addresses at time of order.

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Prevailing Wages





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02/15/2024
Quote #
109102-01-02

Olmsted Park Playground Option 2

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.





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Quote #
109102-01-02

Olmsted Park Playground Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **\$465,440.50**

Date: _____

Signature

Please fill out this [ORDER FORM](#), this is required to process the order.





City Council Agenda Item

Agenda Item No.: m.5.

Date: February 28, 2024

From: David Lee , City Engineer

Subject: Amendments to Title 13 Stormwater SWMC - Ordinance 2068-24 – 1st Read

RECOMMENDED ACTION:

First read, no recommended action.

ISSUE:

Should City Council adopt the amended chapters of SWMC Title 13?

BACKGROUND/SUMMARY INFORMATION:

The City's NPDES Phase II Stormwater permit under which the City operates the Stormwater Utility requires the City to continue to design and implement local development related codes, rules, and standards to minimize impervious surfaces, native vegetation loss, and stormwater runoff, and to incorporate the implementation of LID principles. It also requires the implementation of an ordinance or regulatory mechanism to effectively prohibit non-stormwater illicit discharges.

The current code Chapters 13.36 and 13.40 were developed to address the NPDES permit requirements and have had minor revisions made to remain in compliance with new permit requirements implemented through the last two permit cycles.

The purpose of Chapter 13.36, Stormwater Management, is to provide policies and rules for development and construction activities before and during construction. The purpose of Chapter 13.40, Stormwater Maintenance, is to provide policies and rules related to inspections and maintenance of stormwater facilities after construction.

The proposed revisions to Chapters 13.36 and 13.40 remove the references to illicit discharge prohibitions and remove several other redundancies. The revisions also update the language in each to be more specific to the intended purpose of the chapter and to incorporate current permit requirements. Chapter 13.40 revisions also include the newly implemented Source Control inspection program requirement for existing sites.

Elements related to the prohibition of non-stormwater illicit discharges are currently repeated in both Chapters 13.36 and 13.40. The new proposed Chapter 13.42, Illicit Discharge Detection and Elimination was created to provide a code specific to the subject rather than have the requirements included in the two other chapters.

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. Title 13 Ordinance + Attachments 2023-11-27

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING TITLE 13 WATER AND SEWERS DIVISION II STORMWATER MANAGEMENT BY REPEALING EXISTING CHAPTER 13.36 STORMWATER MANAGEMENT AND ADOPTING A NEW CHAPTER 13.36 STORMWATER MANAGEMENT, REPEALING EXISTING CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.40 STORMWATER MAINTENANCE AND ADOPTING A NEW CHAPTER 13.42 ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) OF THE SEDRO-WOOLLEY MUNICIPAL CODE (SWMC).

WHEREAS, the City has not updated its codes related to Stormwater Management since 2015; and,

WHEREAS, updating of the City's codes related to Stormwater Management and adding a code related to illicit discharge is necessary;

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

Section One. Chapter 13.36. Stormwater Management of Division II of Title 13 of the Sedro-Woolley Municipal Code is hereby repealed, and a new Chapter 13.36 Stormwater Management as set out in Attachment A is hereby adopted.

Section Two. Chapter 13.40 Stormwater Maintenance of Division II of Title 13 of the Sedro Woolley Municipal Code is hereby repealed, and a new Chapter 13.40 Stormwater Maintenance as set out in Attachment B is hereby adopted.

Section Three. A new Chapter 13.42, entitled Illicit Discharge Detection and Elimination (IDDE), as set out in Attachment C is hereby adopted and added to Division II of Title 13 of the Sedro Wooley Municipal Code.

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

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

Section Six. Publication. Publication of this ordinance may be made by summary.

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this _____ day of _____, 2023.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

ATTACHMENT A

Chapter 13.36 Stormwater Management of Division II of Title 13 of the Sedro-Woolley Municipal Code

Chapter 13.36

STORMWATER MANAGEMENT

Sections:

- 13.36.010 Purpose.**
- 13.36.015 Stormwater management manual adopted.**
- 13.36.020 Definitions.**
- 13.36.025 Abrogation and interpretation of provisions.**
- 13.36.030 Applicability.**
- 13.36.040 Minimum requirement thresholds.**
- 13.36.050 Low Impact Development (LID).**
- 13.36.060 Contents of a storm water site plan.**
- 13.36.070 Development in critical flood, drainage and/or erosion areas.**
- 13.36.080 Fees.**
- 13.36.090 Construction standards and specifications.**
- 13.36.100 Review and approval of plans.**
- 13.36.110 Inspections – Construction.**
- 13.36.120 Bonds and liability insurance required.**
- 13.36.130 Storm water covenant and easement.**
- 13.36.140 Maintenance of drainage facilities by owner.**
- 13.36.150 Applicability to governmental entities.**
- 13.36.160 Adjustments.**
- 13.36.170 Exceptions.**
- 13.36.180 Additional procedures and review.**
- 13.36.190 Enforcement.**
- 13.36.200 No special duty created.**
- 13.36.210 Severability.**
- 13.36.220 Appeals.**

13.36.010 Purpose.

The purpose of this chapter is to promote sound development policies and construction procedures which respect the city's watercourses; to minimize water quality degradation and control of sedimentation of creeks, streams, ponds, lakes, and other water bodies; to protect the life, health, and property of the general public; to preserve and enhance the suitability of waters for contact recreation and fish habitat; to preserve and enhance the aesthetic quality of the waters; to maintain and protect valuable ground water quantities, locations, and flow patterns; to ensure the safety of city roads and rights-of-way; and to decrease drainage-related damages to public and private property.

13.36.015 Stormwater management manual adopted.

The current Department of Ecology Stormwater Management Manual for Western Washington (Stormwater Manual), and as amended by this code, is hereby adopted as the city's minimum storm water regulations, technical reference manual and maintenance standard and is hereinafter referred to as the "Stormwater Manual." Storm water infrastructure shall also be designed and constructed in accordance with the city's Public Works Department Standards (SWPWDS).

13.36.020 Definitions.

For the purpose of this chapter and other provisions in this title related to storm water, certain terms, phrases, words and their derivatives shall be defined and construed as specified in the Stormwater Manual and in this title. Words used in the singular include the plural, and the plural the singular. The words "shall," "will" and "must" are mandatory; the words "should" and "may" are permissive. When any definition in this title conflicts with definitions in the Stormwater Manual or any other ordinance of the city, that which provides more environmental protection shall control and apply unless specifically provided otherwise in this title.

"Applicant" means any person who has applied for a development permit or approval.

"Department" means the public works department of the city of Sedro-Woolley, as appropriate for capital or private development projects.

"Developer" means the person(s) applying for permits or approvals, the Applicant, whether an individual(s) or corporation(s) or governmental agency(ies).

"Director of public works" or "director" means the director of the public works department or his/her designee.

"Discharge storm water directly or indirectly to the Sedro-Woolley Municipal separate storm sewer system (MS4)" means that:

- (a) The drainage system installed is in right-of-way or an area that will become right-of-way after construction and final site approval;

(b) The drainage system installed will become publicly owned after construction and final site approval;

(c) The drainage system installed is intended to overflow to a portion of the existing MS4 or public right-of-way; or

(d) The drainage system installed is intended to outfall into a portion of the existing MS4 or public right-of-way.

“Drainage system” or “storm drainage system” or “storm water system” means the same as the Stormwater Manual definition for “storm water drainage system.”

“Engineer” means the city engineer or development services manager, as designated for enforcement of capital or private development activities, of Sedro-Woolley.

“Existing grade” means the grade prior to grading.

“Finish grade” means the final grade of the site, which conforms to the approved plan.

“Grading” or “grading activity” means any excavating, filling, grubbing or grading or combination thereof.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

(a) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States;

(b) Designed or used for collecting or conveying storm water;

(c) Which is not a combined sewer;

(d) Which is not part of a publicly owned treatment works (POTW) as defined in the Code of Federal Regulations at [40 CFR 122.2](#); and

(e) Which is defined as “large” or “medium” or “small” or otherwise designated by Ecology pursuant to [40 CFR 122.26](#).

“Parcel” means a tract or plot of land of any size, which may or may not be subdivided or improved.

“Planned residential developments” refers to residential developments which are planned and/or developed in several stages but submitted together for approvals, and which typically consist of clusters of structures interspersed with areas of common open spaces (refer to Chapter 17.73 SWMC).

“Private drainage system” or “private storm water disposal systems” means drainage systems located on private property that may or may not discharge directly as through pipes, channels, etc., or indirectly as sheet flow, subsurface flow, etc., into the city’s drainage system.

“Public storm drainage system” means that portion of the drainage system of the city located on public right-of-way, easements or other property owned by the city. Public storm drainage system does not include low impact development BMPs such as bioswales, infiltration ponds, pervious pavement, and other associated low impact development infrastructure located within easements held by the city of Sedro-Woolley for inspection purposes only.

“Small municipal separate storm sewer system” or “small MS4” means an MS4 that is not defined as “large” or “medium” pursuant to [40 CFR 122.26\(b\)\(4\)](#) and (7) or designated under [40 CFR 122.26\(a\)\(1\)\(v\)](#).

“Stormwater management manual,” “Stormwater Manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

13.36.025 Abrogation and interpretation of provisions.

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter.

13.36.030 Applicability.

(1) Storm water management review and approval by the city is required when any new development, redevelopment, or proposed construction site project meets or exceeds the threshold conditions defined in the Stormwater Manual (e.g., new impervious area, drainage system modifications, redevelopments, etc.) and/or is subject to a city development permit or approval requirement. All the provisions of this title are applicable to any project requiring storm water management review and approval.

(2) Commencement of construction work under any of the nonexempt actions, permits, or applications shall not begin until the department approves a storm water pollution prevention plan (SWPPP) pursuant to the requirements of the Stormwater Manual.

(3) If new development and redevelopment at sites below the regulatory threshold of this chapter were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the one-acre threshold. The local stormwater requirements in effect at the time of permit issuance shall apply, unless the minimum requirements for new development and redevelopment contained in this chapter are applicable.

(4) Unless otherwise specified in this chapter, all standards, definitions, and requirements shall be in accordance with the current Stormwater Manual.

(5) The following activities are exempt from the minimum requirements set forth in the Stormwater Manual even if such practices meet the definition of new development or redevelopment:

(a) Forest Practices. Forest practices regulated under WAC Title [222](#), except for Class IV, General forest practices that are conversions from timberland to other uses, are exempt from the provisions of the minimum requirements.

(b) Commercial Agriculture. Commercial agriculture practices involving working the land for production are generally exempt. However, the conversion from timberland to agriculture and the construction of impervious surfaces are not exempt.

(c) Oil and Gas Field Activities or Operations. Construction of drilling sites, waste management pits, and access roads, as well as construction of transportation and treatment infrastructure such as pipelines, natural gas treatment plants, natural gas pipeline compressor stations, and crude oil pumping stations are exempt. Operators are encouraged to implement and maintain best management practices to minimize erosion and control sediment during and after construction activities to help ensure protection of surface water quality during storm events.

(d) Pavement Maintenance.

(i) The following pavement maintenance practices are exempt: pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, and vegetation maintenance.

(ii) The following pavement maintenance practices are not categorically exempt. The extent to which the minimum requirements in the Stormwater Manual apply is explained for each circumstance.

(A) Removing and replacing a paved surface to base course or lower, or repairing the roadway base: If impervious surfaces are not expanded, the Stormwater Manual minimum requirements Nos. (1) through (5) apply.

(B) Extending the pavement edge without increasing the size of the road prism, or paving graveled shoulders: These are considered new impervious surfaces and are subject to the minimum requirements in the Stormwater Manual that are triggered when the thresholds identified for redevelopment projects are met.

(C) Resurfacing by upgrading from dirt to gravel, asphalt, or concrete; upgrading from gravel to asphalt, or concrete; or upgrading from a bituminous surface treatment ("chip seal") to asphalt or concrete: These are considered new impervious surfaces and are subject to the minimum requirements in the Stormwater Manual that are triggered when the thresholds identified for redevelopment projects are met.

(e) Underground Utility Projects. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to the

13.36.040 Minimum requirement thresholds.

The minimum requirements applicable to any project shall be determined as noted in the Stormwater Manual. Not all of the minimum requirements in the Stormwater Manual apply to every development or redevelopment project. The applicability varies depending on the type and size of the project. See the Stormwater Manual for more information about each of the minimum requirements.

13.36.050 Low impact development (LID).

(1) Low impact development (LID) is a storm water management and land development strategy utilized in site design and construction that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to mimic natural hydrologic functions. Implementation of LID benefits streams, lakes, and Puget Sound by moderating the impacts of storm water runoff generated by the built environment. LID techniques are the preferred and commonly used approach to site development with traditional, structural storm water management solutions used where LID is infeasible. Low impact development best management practices (LID BMPs) are described in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound, published by the Puget Sound Partnership and Washington State University Extension. LID site design objectives are:

- (a) To retain or restore native forest cover to capture, infiltrate, and evaporate all or a portion of the rainfall on a site;
- (b) To confine development to the smallest possible footprint and minimize land disturbance and site grading;
- (c) To preserve or restore the health and water-holding capacity of soils;
- (d) To incorporate natural site features that promote storm water infiltration;
- (e) To minimize all impervious surfaces and especially those that drain to conventional piped conveyances;
- (f) To manage storm water through infiltration, bioretention, and dispersion;
- (g) To manage storm water runoff as close to its origin as possible in small, dispersed facilities;
- (h) Locate buildings away from critical areas and soils that provide effective infiltration;
- (i) Increase reliability of the storm water management system by providing multiple or redundant LID flow control practices; and
- (j) Integrate storm water controls into the development design and utilize the controls as amenities to create a multifunctional landscape.

(2) Use of LID BMPs may reduce or eliminate the need for conventional detention facilities but does not remove the obligation to comply with the minimum requirements in the Stormwater Manual. A variety of BMPs to minimize impervious surfaces and to manage storm water have been developed and tested for use in western Washington. These BMPs and the overall LID approach are described in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound.

(3) The menu of LID BMPs identified in the Stormwater Manual and the Low Impact Development Technical Guidance Manual for Puget Sound are accepted for use in storm water site plans to address the minimum requirements in the Stormwater Manual, subject to the specifications, performance standards, and design criteria in the Stormwater Manual, and city of Sedro-Woolley engineering design and development standards and review and approval under this chapter, as applicable.

(4) Restrictions on conversion of drainage facilities shall be recorded on the face of the plat.

(5) A covenant and easement may also be required to be recorded with the Skagit County auditor's office for each lot containing or served by LID BMP facilities in a form approved by the city attorney. The covenant shall identify requirements and liability for preservation and maintenance of low impact development facilities approved under this chapter and privately held in individual or shared ownership. The easement shall be granted for city access to low impact development facilities on private property to allow inspection, emergency maintenance and repair.

13.36.060 Contents of a storm water site plan.

(1) Storm Water Site Plan Required. New development and redevelopment projects must submit a storm water site plan, prepared using Volume I, Chapter 3 of the adopted Stormwater Manual, for approval by the department.

(2) Contents of Plan. In addition to the requirements described in the Stormwater Manual, an off-site analysis report shall be required.

13.36.070 Development in critical flood, drainage and/or erosion areas.

Development which would increase the volume of discharge from the subject property shall not be permitted in areas where existing flooding, drainage, and/or erosion conditions present an imminent likelihood of harm to the welfare and safety of the surrounding community or property, until such time as the community hazard is alleviated. Where application of the provisions of this section will deny all reasonable use of the property, the director or designee may waive the restrictions on development contained in this section; provided, that the resulting development shall be subject to all of the remaining terms and conditions of this chapter and Chapter 17.65 SWMC, Regulation for Critical Areas. .

13.36.080 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to approval or other review and inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review and inspections.

13.36.090 Construction standards and specifications.

The director shall approve, prepare, administer, and enforce detailed construction standards and specifications for all storm drainage lines, on-site storm water and erosion control facilities. Where the City might otherwise accept ownership or a maintenance responsibility, the city shall not accept ownership or maintenance responsibility for any lines or facilities which are constructed in violation of said standards and specifications.

13.36.100 Review and approval of plans.

All storm water site plans and any other documents required by or prepared in connection with this chapter shall be submitted for review to and approval by the director or designee.

The applicant shall keep two sets of the approved plans on site at all times for recording as-built information; one set shall be submitted to the project engineer, and one set shall be submitted to the director at completion of construction and prior to final acceptance of work. The owner and/or contractor shall notify the engineer and the director when conflicts exist between the plans and field conditions. Conflicts shall be resolved (including plan and profile revisions) and resubmitted for approval prior to proceeding with construction. For further plan retention and revision requirements for storm water site plans and construction storm water pollution prevention plans see the Stormwater Manual. Minimum Requirement No. 2: Construction Storm Water Pollution Prevention Plan (SWPPP).

13.36.110 Inspections – Construction.

All activities regulated by this chapter shall be inspected by the engineer and/or public works department. Projects shall be inspected at various stages of the work to determine that adequate control is being exercised. Stages of work requiring inspection include, but are not limited to, preconstruction; installation of BMPs; land-disturbing activities; installation of utilities, landscaping, retaining walls; and completion of project. When required by the director or designee, a special inspection and/or testing shall be performed.

Prior to any clearing, grading, filling, and/or drainage facility construction, the contractor may be required to conduct a preconstruction conference with the city's engineering construction inspector to coordinate the project.

(1) All projects which include clearing, grading, filling or drainage shall be subject to inspection by the engineer or his designee, who shall be granted reasonable right of entry to the work site by the permittee. When required by the engineer, special inspection of the grading operations and special testing shall be performed by qualified professionals employed by the permittee. Inspections in conjunction with hydraulic permits will be performed and enforced by the Washington State Department of Fisheries or Wildlife.

(2) Each site that has an approved grading, erosion and sediment control or other required plans must be inspected as necessary to ensure that the sediment control measures are installed and effectively maintained in compliance with the approved plan and permit requirements. Where applicable, the permittee must obtain inspection by the city at the following stages:

(a) Following the installation of sediment control measures or practices and prior to any other land-disturbing activity;

- (b) During the construction of sediment basins or storm water management structures;
- (c) During rough grading, including hauling of imported or wasted materials;
- (d) Prior to the removal or modification of any sediment control measure or facility; and
- (e) Upon completion of final grading, including establishment of groundcover and planting, installation of all vegetative measures, and all other work in accordance with an approved plan and/or permit.

(3) The permittee may secure the services of a retained engineer, subject to the approval of the engineer, to inspect the construction of the facilities and provide the city with a fully documented certification that all construction is done in accordance with the provisions of an approved grading, erosion and sedimentation control or other required plan, applicable rules, regulations, permit conditions and specifications. If inspection certification is provided to and accepted by the city, approval by the engineer may be waived. In these cases the city shall be notified at the required inspection points and may make spot inspections. The retained engineer shall use the "Engineer's Construction Inspection Report" form for certification of the construction or other similar form approved by the engineer.

(4) Soils Approval. This inspection/approval applies when engineered soils, bioretention soil mixes, compost amended soils, soils to meet BMP T5.13, Post Construction Soil Quality and Depth, from Chapter 5, Volume V of the Stormwater Manual, or other specific soil mixes are used as a design feature of a storm water facility. The developer must demonstrate that the soil mixes approved on the plans are used for construction;

(5) System-wide inspections for residential developments will take place after all flow control and water quality treatment facilities are completed during the period of heaviest house construction to identify maintenance needs and enforce compliance with maintenance standards as needed;

(6) When low impact development BMPs or permanent storm water treatment and flow control BMPs/facilities are installed that are designed to infiltrate, the city may require the permit holder to verify proper installation and function. A licensed geotechnical engineer or other qualified personnel, as approved by the city, shall follow the testing procedures in the Stormwater Manual for other facility types. Permit holders are responsible for cost of testing and ensuring all facilities meet design standards, specifications, proper installation and function;

(7) Where a maintenance bond is required for a project, a final inspection by the city will be required at the end of the two-year maintenance bond period. The developer will be responsible for repairing any deficiencies found as a result of the city inspection. No bond shall be released until all deficiencies are resolved and accepted by the City.

In some circumstances not all of the above inspections may be necessary. It shall be at the discretion of the public works director or designee to waive or combine any of the above inspections as dictated by conditions.

The public works director or designee shall inspect the work and shall either approve the same or notify the applicant in writing in what respects there has been failure to comply with the requirements of the approved plan. Any portion of the work which does not comply shall be promptly corrected by the applicant. The public works director or designee may make unscheduled site inspections to ensure compliance. Uncorrected violations will be subject to the provisions of Title 18.

13.36.120 Bonds and liability insurance required.

The department is authorized to require all persons constructing retention/detention, low impact development, or other drainage system features to post surety or cash bonds. Where such persons have previously posted, or are required to post, other such bonds on the facility itself or on other construction related to the facility or project, such person may, with the permission of the public works director or designee, and to the extent allowable by law, combine all such bonds into a single bond; provided, that at no time shall the amount thus bonded be less than the total amount which would have been required in the form of separate bonds; and provided further, that such a bond shall on its face clearly delineate those separate bonds which it is intended to replace.

(1) Construction Bond. Prior to commencing construction, the person constructing the facility may be required to post a construction bond in an amount sufficient to cover the cost of performing said construction per the approved drainage plans. Alternatively, an equivalent cash deposit to an escrow account administered by a local account bank may be allowed at the city's option.

(2) Maintenance Bond. After satisfactory completion of the facilities and release of the construction bond by the city, the person constructing the facility or project may be required to post a two-year maintenance bond for the facility. The city may require the person constructing the facility to verify that the storm water facilities are functioning as designed. A cash bond, to be used at the discretion of the city and to correct deficiencies in said maintenance affecting public health, safety and welfare, must be posted and maintained throughout the two-year maintenance period. The amount of the cash bond shall be determined by the public works director or designee. In addition, at the discretion of the city, a surety bond or cash bond to cover the cost of design defects or failures in workmanship or function shall also be posted and maintained through the two-year maintenance period. Alternatively, an equivalent cash deposit to an escrow account administered by a local account bank may be allowed, at the city's option.

13.36.130 Storm water covenant and easement.

A drainage covenant and easement may be required to be recorded for all private storm water treatment and flow control facilities. The covenant and easement shall be in a form acceptable to the city attorney and shall provide the right of ingress and egress, and the right to perform emergency maintenance. The covenant and easement shall include a description of the property, facility(ies), and the maintenance responsibilities. The covenant shall be recorded with the Skagit County auditor's office against the title of the property and run with the land to all successors and assigns.

13.36.140 Maintenance of drainage facilities by owner.

It shall be the responsibility of the owner of the property, or persons with a shared ownership interest in the property, or their heirs, successors and assigns, to operate, maintain, repair and replace the facilities in continuous compliance with Chapter 13.40 and any approved operations and maintenance plans. The director or designee shall have authority to periodically enter upon the property and inspect the facilities to ensure such compliance.

13.36.150 Applicability to governmental entities.

All municipal corporations and governmental entities shall be required to submit a storm water site plan and comply with the terms of this chapter when developing and/or improving land within the incorporated areas of the city of Sedro-Woolley or within adjacent areas which may affect the city.

13.36.160 Adjustments.

All adjustments to the minimum requirements in the Stormwater Manual may be granted prior to permit approval and construction. Adjustments must be reviewed in the context of each application, site and potential impacts. Approval does not establish precedent for subsequent applications that may reflect different scale, complexity and site conditions. Adjustments to the minimum requirements may be granted by the director; provided, that a written finding of fact is prepared, that addresses the following:

- (1) The adjustment provides substantially equivalent environmental protection.
- (2) Based on sound engineering practices, the objectives of safety, function, environmental protection and facility maintenance are met.

13.36.170 Exceptions.

(1) Exceptions to the minimum requirements in the Stormwater Manual may be granted prior to permit approval and construction. Exceptions must be reviewed in the context of each application, site and potential impacts. Approval does not establish precedent for subsequent applications that may reflect different scale, complexity and site conditions. Application for an exception shall be filed in writing with the director and shall adequately detail the reason for an exception.

(2) Exceptions/variances (exceptions) to the minimum requirements in the Stormwater Manual may be granted by the director following legal public notice of an application for an exception or variance, legal public notice of the director's decision on the application, and written findings of fact that document the director's determination to grant an exception. The director will keep records, including the written findings of fact, of all exceptions to the minimum requirements.

(3) Project-specific design exceptions based on site-specific conditions do not require prior approval of the Department of Ecology. The city will seek prior approval by the Department of Ecology for any jurisdiction-wide exception.

(4) The director may grant an exception to the minimum requirements in the Stormwater Manual if such application imposes a severe and unexpected economic hardship. To determine whether the application imposes a severe and unexpected economic hardship on the project applicant, the director must consider and document with written findings of fact the following:

- (a) The current (pre-project) use of the site; and
- (b) How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and
- (c) The possible remaining uses of the site if the exception were not granted; and
- (d) The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and

(e) A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and

(f) The feasibility for the owner to alter the project to apply the minimum requirements.

(5) In addition, any exception must meet the following criteria:

(a) The exception will not increase risk to the public health and welfare, nor be injurious to other properties in the vicinity and/or downstream, and to the quality of waters of the state; and

(b) The exception is the least possible exception that could be granted to comply with the intent of the minimum requirements.

(6) An exception/variance shall be subject to the same notice requirements and appeal process from the decision of the director as a Type II decision subject to Chapter [2.90](#), to the extent applicable and not inconsistent with this chapter.

13.36.180 Additional procedures and review.

In various sections of this chapter, the public works director or designee, the engineer, and/or the city planner may be empowered to impose requirements, give approvals, make determinations and the like (hereinafter in this section “administrative determination(s)”). This section sets out procedures for administrative determination(s). All administrative determination(s) shall be made in a timely manner to satisfy all requirements of state law. All administrative determination(s) shall be in writing and shall set out facts and conclusions to support the decision made. All administrative determination(s) shall be made to achieve the purposes of this chapter as set forth in SWMC 13.36.010. All administrative determination(s) may be appealed to the hearing examiner by filing written notice of appeal with the city clerk within 10 days of service of the administrative determination.

13.36.190 Enforcement.

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title [18](#). It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) to violate the terms and conditions of a permit issued pursuant to this chapter, or (3) to permit, allow, or commit an illicit discharge prohibited by SWMC 13.42.

B. The director is authorized to seek injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter.

13.36.200 No special duty created.

(1) It is the purpose of this chapter to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents, or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

(2) Nothing contained in this chapter is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this chapter or by reason or as a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this chapter, or by reason of any action of the city related in any manner to enforcement of this chapter by its officers, agents, or employees.

13.36.210 Severability.

If any section, subsection, sentence, clause, phrase, or word of this chapter 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 chapter.

13.36.220 Appeals.

Any applicant may appeal the decision of the director to issue, condition or deny a permit in the same manner as a Type II decision subject to Chapter [2.90](#), to the extent applicable and not inconsistent with this chapter. For administrative interpretations see Section 13.36.180.

ATTACHMENT B

Chapter 13.40 Stormwater Maintenance of Division II of Title 13 of the Sedro-Woolley Municipal Code

Chapter 13.40

STORMWATER MAINTENANCE

Sections:

- 13.40.010 Purpose.**
- 13.40.020 Definitions.**
- 13.40.030 Abrogation and interpretation of provisions.**
- 13.40.040 Applicability.**
- 13.40.050 Stormwater management manual and Appendix I of permit adopted—
Administrative provisions authorized.**
- 13.40.060 Regulated activities.**
- 13.40.070 Maintenance Requirements.**
- 13.40.075 Stormwater minimum requirements and best management practices
(BMPs).**
- 13.40.080 Maintenance of drainage ditches.**
- 13.40.085 Maintenance of low impact development (LID) facilities.**
- 13.40.090 Authority.**
- 13.40.100 Inspection program.**
- 13.40.110 Civil Enforcement.**
- 13.40.120 Criminal violation.**
- 13.40.130 Fees.**

13.40.010 Purpose.

The provisions of this chapter are intended to:

- A. Provide for inspection and maintenance of stormwater facilities in the city to provide for an effective, functional and maintained stormwater drainage system;
- B. Authorize the city to require that stormwater facilities be operated, maintained and repaired in conformance with this chapter;
- C. Establish the minimum level of compliance which must be met;
- D. Guide and advise all who conduct inspection and maintenance of stormwater facilities;
- E. Provide for inspections of existing sites by the City, or its authorized designee, to ensure adequate source control BMPs are in place and maintained to prevent illicit discharges or violations of surface water, groundwater, or sediment management standards.
- F. Provide for city maintenance to protect the public health and general welfare when no other reasonable option exists and provide for recovery of the City's cost and expense.

13.40.020 Definitions.

For the purposes of this chapter, the following definitions shall apply. The definitions in:

- A. Wetlands Guidance Appendices, Definitions of the SWMMWW;
- B. The glossary and notations in the current Department of Ecology SWMMWW; and
- C. Section 2, Definitions Related to Minimum Requirements, Appendix I of the current NPDES Phase II Municipal Stormwater Permit are incorporated by reference, unless the context clearly indicates that another definition is applicable.

"SWMMWW" means the current Ecology Stormwater Management Manual for Western Washington.

"Department" means Washington State Department of Ecology.

"Director" means the public works director or his/her authorized designee.

"Person" means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the state, or local government unit, however designated.

"Source Control BMP" is a structure or operation intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Structural Source Control BMPs are physical, structural, or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

“Stormwater management manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

When not inconsistent with the definitions in this section, where applicable the definitions in Chapter 13.36 and 13.42 Sedro Wooley Municipal Code also shall apply.

13.40.030 Abrogation and interpretation of provisions.

A. Abrogation and Greater Restrictions. It is not intended that this chapter repeal, abrogate or impair any existing ordinances, regulations, issued permit requirements, easements, covenants or deed restrictions, except as expressly stated. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

B. Interpretation. The provisions of this chapter shall be liberally construed to serve the purposes of this chapter.

13.40.040 Applicability.

A. When any provision of any other ordinance of the city conflicts with this chapter, that which provides the higher standard of environmental protection shall apply unless specifically provided otherwise in this chapter.

B. This chapter applies to all activities and facilities subject to Chapter [13.36](#), and which are permanent, require maintenance or shall require compliance after the completion of the permitted activity and facility regulated by Chapter [13.36](#).

C. At the completion of the activities which are subject to Chapter [13.36](#), the continuing maintenance and operation of any facilities that continue in operation will be subject to Chapter [13.40](#).

13.40.050 Stormwater management manual and Appendix I of permit adopted—Administrative provisions authorized.

A. The thresholds, definitions, minimum requirements and exceptions, adjustment and variance criteria found in Appendix I of the NPDES Phase II Municipal Stormwater Permit, including the minimum and mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington, are hereby adopted by reference, and are hereinafter collectively referred to as the “manual.”

B. The director may, in his discretion, modify, adopt and publish standards, designs and administrative regulations for permitting, to supplement the manual; provided, that the standards, designs and administrative regulations are consistent with the manual. The standards, designs and administrative regulations may include nonstructural preventative actions and source reduction approaches such as low impact development (LID) techniques consistent with the manual. Prior to adoption, the director shall solicit written and verbal comment at an advertised public hearing.

C. Any standards, designs, and administrative regulations adopted by the director shall be published in printed form maintained for inspection and copying at the office of the city engineer. Any

such standards, designs, and administrative regulations shall have the same effect as a provision of this chapter, and its administration and application to a particular permit is subject to appeal and variance in the same manner as the provisions of this chapter.

D. Facilities shall be used and maintained to comply with the manual.

13.40.060 Regulated activities-

. Regulated Activities are:

1. All development,-redevelopment and activities subject to Chapter 13.36 and not exempt thereunder shall be a regulated activity subject to this chapter and shall be subject to the applicable requirements of the manual and maintenance as required by this Chapter.
2. If new development, redevelopment and activities at sites below the regulatory threshold of this chapter or Chapter 13.36 SWMC were subject to regulation at the time of permitting, they shall continue to be subject to stormwater regulations, even if the site activities resulted in land disturbances of less than the any threshold. The local stormwater requirements in effect at the time of permit issuance shall apply.
3. Existing publicly and privately-owned institutional, commercial, and industrial sites where land uses and activities have the potential to generate pollutants to the MS4.

13.40.070 Maintenance requirements.

A. Maintenance Required. All stormwater facilities and BMPs shall be operated and maintained in accordance with this chapter, the manual, including the minimum standards and BMPs in the manual, the Western Washington Phase II Municipal Stormwater Permit, the Sedro-Woolley stormwater management plan, development covenants, conditions and restrictions, and approved facilities operation and maintenance manuals. The director may require a memorandum advising of approved project operations and maintenance manuals to be recorded with Skagit County Auditor.

B. Compliance General. It shall be the duty of the owner to maintain, repair and restore, at the owner's expense, all private storm water and drainage systems and BMPs located on the owner's property or within an area of shared interest owned in common with other property owners. Maintenance shall be performed in accordance with the manual and in accordance with any maintenance schedule or approved operations and maintenance manual for the facility or property that was adopted during the plan review process for constructing the facilities. Should private storm water facilities not be maintained, repaired and restored in accordance with standards of this Chapter, then the city may choose to perform the necessary maintenance, repair or restoration and charge the property owner or property owners' association in accordance with the provisions of this Chapter.

C. Compliance for certain large facilities. The owner or operator of an institutional, commercial or industrial establishment, as defined in the manual, that has the potential to generate pollutants into the city storm sewer system shall provide appropriate protections from accidental discharge of prohibited materials, illicit discharges or other delivery of wastes through the use of applicable structural and non-structural source control BMPs in the manual. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge as defined in Chapter 13.42, shall be required to implement additional structural and non-structural source control BMPs to

prevent further discharge of pollutants to the storm sewer system as part of maintenance, repair and restoration.

D. Financial Responsibility. The director may require a bond or other surety, or a blocked or assigned fund in a federally insured financial institution, as security for the permanent maintenance, operation, restoration and repair of the stormwater facilities, as a condition of project or plat approval, on such conditions as the director deems reasonable, considering the size and cost of the facility. Whether any such security is provided, the property owner or owners, the Homeowner's Association or the person or entity causing discharge or a maintenance, repair or restoration failure shall be responsible for the costs associated with said discharge, and the costs of maintenance, repair or restoration.

E. City Cleanup, Maintenance and Repair. Notwithstanding any other provision of this chapter, where the public health or general welfare requires that cleanup of discharges, and/or repair, maintenance, or restoration of a facility subject to this Chapter, the City may undertake such cleanup, repair, maintenance or restoration. The costs incurred by the City shall be a charge against the responsible parties, and a lien against the property from where the discharge came, or the property where the facility is located may be imposed by the director..

13.40.075 Stormwater minimum requirements and best management practices (BMPs).

The following are the minimum standards for the maintenance of storm water facilities and BMPs:

- (1) No person shall cause or permit any drainage system located on the owner's property to be obstructed, filled, graded, or used for disposal of debris.
- (2) Inspection frequency shall be as specified in the manual or approved maintenance manual. Records of the inspection shall be retained on site or by the owner or administrator of the facility. If records are requested by the director, response and providing of the records is required within 90 days.
- (3) Vegetated storm water facilities, such as grassed swales and biofilters, shall be inspected, mowed and replanted as required by the manual or other applicable maintenance manual as set forth herein.
- (4) When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed in accordance with the following schedule:
 - (a) Within one year for typical maintenance of facilities, except catch basins.
 - (b) Within six months for catch basins.
 - (c) Within two years for maintenance that requires construction of less than \$25,000.
- (5) Disposal of waste from maintenance activities shall be conducted in accordance with Chapter [173-304](#) WAC, Minimum Functional Standards for Solid Waste Handling; guidelines published by the Washington State Department of Ecology for disposal of waste materials from storm water maintenance activities; and, where appropriate, Chapter [173-303](#) WAC, Dangerous Waste Regulations.

13.40.080 Maintenance of drainage ditches.

(1) Open drainage ditches located on private property or within public drainage easements shall be cleaned, maintained and protected in continuous compliance with the standards and specifications of the city. Responsibility for such work shall be borne by the owner of the underlying property; provided, that the city shall bear such responsibility for regional drainage ditches, as determined by the director of the department of public works, if the same are publicly owned or within public easements which are accessible to city personnel. Any party may appeal a determination of the director in this regard to the city council, and the decision of the city council shall be final.

(2) No person shall cause or permit open drainage swales and ditches to be obstructed, filled, graded or used for disposal of debris.

(3) Upon receiving express approval from the director of the department of public works, a property owner may convert a drainage ditch into an enclosed drainage system. Such work shall be performed in compliance with the standards and specifications of the city and shall be subject to inspection and approval by the department of public works.

13.40.085 Maintenance of low impact development (LID) facilities.

(1) Approved LID facilities, which are located on private property or in public street rights-of-way but dedicated to private ownership, shall be cleaned, maintained, restored and protected in continuous compliance with this title, the standards and specifications of the city, and any recorded maintenance agreements. Responsibility for such work shall be borne by the owner of the underlying property or parties with shared ownership interest.

(2) Property owners shall inspect and maintain approved LID facilities in accordance with the maintenance requirements set forth in the manual, or the most current edition of the LID Technical Guidance Manual for Puget Sound, as needed or as specified in said manual and in city standards, maintenance specifications, and any recorded maintenance agreements.

(3) If an approved LID facility required to be maintained by a private property owner fails to perform as designed due to lack of maintenance, the city has the authority to perform the necessary maintenance, and to recoup the costs incurred from the property owner directly or by listening the property.

13.40.090 Authority.

A. Director. The director or a designee/inspector shall administer and enforce this chapter and shall be referred to as the director.

B. Inspection Authority. The director is directed and authorized to develop an inspection program for private stormwater facilities, and existing public, commercial and industrial sites with the potential to generate pollutants.

C. Plan, Manual, and Inspection Schedule. All activities and facilities which are subject to this chapter shall submit a permanent maintenance plan, maintenance and operations manual, and an inspection schedule, which shall be subject to the approval of the director. Compliance with the plan, maintenance manual and inspection schedule shall be a condition of project approval.

D. Previously Constructed Facilities. This chapter shall apply to stormwater facilities which were legally constructed to the extent permitted and required by the manual. The facilities shall be subject to inspection for compliance with the original conditions of approval and the applicable standards of this chapter.

13.40.100 Inspection program.

A. Inspection. The director is authorized to inspect during regular working hours and at other reasonable times all private stormwater drainage systems, BMPs, and existing public, commercial, and industrial sites with the potential to generate pollutants within the city to determine compliance with the provisions of this chapter. The director shall establish a master list of all known stormwater facilities that are not owned by the city.

The following schedule shall apply:

- 1 Stormwater facilities permitted and constructed after February 2007 shall be inspected annually.
2. Stormwater facilities permitted and constructed prior to February 2007 will be inspected on an as-needed schedule.
3. Facilities which the director has reason to believe are not being maintained or operated consistent with permit approvals or as designed, may be inspected by the director at any time, as set forth below.
4. Existing public, commercial and industrial sites with the potential to generate pollutants to the city stormwater system shall be inspected at least once in a five-year period.

B. Procedures. Prior to making any inspections, the inspector shall present identification credentials, state the reason for the inspection and request entry.

1. If the property or any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or any other person(s) having charge or control of the property or portions of the property and request entry.
2. If after reasonable effort, the inspector is unable to locate the owner or other person(s) having charge or control of the property and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the inspector may enter.
3. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent threat to public safety, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state of Washington.
4. The inspector may inspect the stormwater drainage system without obtaining a search warrant provided for in subsection (B)(3) of this section, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

C. Inspection and Maintenance Records. As existing stormwater facilities are encountered, they shall be added to the master list and maintenance schedule, if applicable. Records of new stormwater facilities shall include the following:

1. As-built plans and locations;
2. Findings of fact from any exemptions granted by the local government;
3. Operation and maintenance requirements and records of inspections, maintenance actions and frequencies;
4. Engineering reports, as appropriate.

D. Easement. The director may require, as a condition of project approval, that the city of Sedro-Woolley be conveyed a permanent easement to access the permitted stormwater facilities for purposes of inspection and emergency maintenance, restoration and repairs.)

13.40.110 Civil enforcement.

A. The director shall enforce this chapter. Violations of this chapter shall be subject to civil penalties and process as set forth in Title [18](#). It shall be a violation of this chapter to (1) engage in any regulated activity without a permit issued pursuant to this chapter, (2) violate the terms and conditions of a permit issued pursuant to this chapter, (3) permit, allow, or commit an illicit discharge prohibited by Chapter 13.42., or (3) fail to maintain, repair or restore a facility as required by this Chapter.

B. The director is authorized to seek recover city costs incurred, injunctions, restraining orders, and other civil relief in court as is necessary to enforce this chapter.

13.40.120 Criminal violation.

In addition to any civil penalty or civil enforcement action, a willful violation of this chapter by any person shall constitute a gross misdemeanor punishable by a five-thousand-dollar fine, imprisonment in jail not to exceed one year, or both.

13.40.130 Fees.

The applicant shall pay all fees and costs as established by ordinance or resolution prior to project approval or other review or inspections pursuant to this chapter. If no separate fee is established, the applicant shall pay a fee based on the hourly rate for city engineering services established by separate ordinance or resolution for plan review.

ATTACHMENT C

**A new Chapter 13.42, Illicit Discharge Detection and Elimination
(IDDE) added to Division II of Title 13 of the Sedro-Woolley
Municipal Code**

Chapter 13.42

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Sections:

- 13.42.010 Purpose/objectives.**
- 13.42.020 Applicability.**
- 13.42.030 Definitions.**
- 13.42.040 Prohibited discharges.**
- 13.42.050 Allowable discharges.**
- 13.42.060 Conditional discharges.**
- 13.42.070 Prohibition of illicit connections.**
- 13.42.080 Access to premises.**
- 13.42.090 Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices (BMPs).**
- 13.42.100 Watercourse protection.**
- 13.42.110 Notification of spills.**
- 13.42.120 Enforcement.**
- 13.42.130 Severability.**
- 13.42.140 Ultimate responsibility.**

13.42.010 Purpose/objectives.

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of Sedro-Woolley through the regulation of non-storm water discharges to the city's storm drainage system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

The objectives of this chapter are:

- (1) To regulate the contribution of pollutants to the MS4 by storm water discharges by any user;
- (2) To prohibit illicit connections and discharges to the MS4 ; and
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

13.42.020 Applicability.

This chapter shall apply to all water entering the municipal separate storm sewer system (MS4) from any developed and undeveloped lands unless explicitly exempted by the city.

13.42.030 Definitions.

“AKART” is an acronym and means and stands for “all known, available, and reasonable methods of prevention, control, and treatment.” See also the State Water Pollution Control Act, RCW [90.48.010](#) and [90.48.520](#).

“Best management practices (acronym BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“Director of public works” or “director” means the director of the public works department or his/her designee.

“Ground water” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

“Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Hyperchlorinated” means water that contains more than 10 mg/liter chlorine.

“Illicit discharge” means any direct or indirect non-storm water discharge to the city’s storm drain system, except as expressly exempted by this chapter.

“Illicit connection” means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, which are:

- (a) Owned or operated by the city of Sedro-Woolley;
- (b) Designed or used for collecting or conveying storm water;
- (c) Not part of a publicly owned treatment works (acronym POTW) “POTW” means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned); and
- (d) Not a combined sewer. “Combined sewer” means a system that collects sanitary sewage and storm water in a single sewer system. A not combined sewer conveys either only sanitary sewage or only storm water.

“National Pollutant Discharge Elimination System (acronym NPDES) storm water discharge permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to [33 U.S.C. Section 1342\(b\)](#)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“Non-storm water discharge” means any discharge to the storm drain system that is not composed entirely of storm water.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner of a premises or as the owner’s agent.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous materials, substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

“Storm or storm water drainage system” means publicly owned facilities, including the city’s municipal separate storm sewer system, by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets,

piped storm drains, pumping facilities, retention and detention basins, natural and human made or altered drainage channels, reservoirs, and other drainage structures.

“Storm water” means runoff during and following precipitation and snowmelt events, including surface runoff, drainage or interflow.

“Stormwater manual” or “manual” means Appendix I of the current NPDES Phase II Municipal Stormwater Permit, including the mandatory incorporated provisions of the current Department of Ecology Stormwater Management Manual for Western Washington (“SWMMWW”).

13.42.040 Prohibited discharges.

(1) No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain or otherwise discharge into the municipal storm drain system any materials other than storm water.

(2) Examples of prohibited materials include but are not limited to the following:

- (a) Trash or debris.
- (b) Construction materials.
- (c) Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil.
- (d) Antifreeze and other automotive products.
- (e) Metals in either particulate or dissolved form.
- (f) Flammable or explosive materials.
- (g) Radioactive material.
- (h) Batteries.
- (i) Acids, alkalis, or bases.
- (j) Paints, stains, resins, lacquers, or varnishes.
- (k) Degreasers and/or solvents.
- (l) Drain cleaners.
- (m) Pesticides, herbicides, or fertilizers.
- (n) Steam cleaning wastes.
- (o) Soaps, detergents, or ammonia.

- (p) Swimming pool cleaning products, pool wastewater or pool filter backwash waters.
- (q) Chlorine, hyperchlorinated waters, bromine, or other disinfectants.
- (r) Heated water.
- (s) Domestic animal wastes.
- (t) Sewage.
- (u) Recreational vehicle waste.
- (v) Animal carcasses.
- (w) Food wastes.
- (x) Bark and other fibrous materials.
- (y) Lawn clippings, leaves, or branches.
- (z) Silt, sediment, concrete, cement or gravel.
- (aa) Dyes. Unless approved by the city.
- (bb) Wash water.
- (cc) Chemicals not normally found in uncontaminated water.
- (dd) Pollutants.
- (ee) Any other process-associated discharge except as otherwise allowed in this section.
- (ff) Any hazardous materials or waste not listed above.

13.42.050 Allowable discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

- (1) Diverted stream flows.
- (2) Rising ground waters.
- (3) Uncontaminated ground water infiltration –as defined in [40 CFR 35.2005\(b\)\(20\)](#).
- (4) Uncontaminated pumped ground water.

- (5) Foundation drains.
- (6) Air conditioning condensation.
- (7) Irrigation water from agricultural sources that is commingled with urban storm water.
- (8) Springs.
- (9) Uncontaminated water from crawl space pumps.
- (10) Footing drains.
- (11) Flows from riparian habitats and wetlands.
- (12) Discharges from emergency firefighting activities.

13.42.060 Conditional discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, or unless the director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

- (1) Potable water, including but not limited to water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. These planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 parts per million or less, pH-adjusted if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the storm water system.
- (2) Lawn watering and other irrigation runoff. These discharges shall be minimized as much as possible using best management practices.
- (3) Dechlorinated swimming pool, spa and hot tub discharges. These discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 parts per million or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the storm water system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the storm water system.
- (4) Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. These discharges shall be permitted if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street.
- (5) Non-storm water discharges covered by another NPDES permit. These discharges shall be in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.

(6) Other non-storm water discharges. These discharges shall be in compliance with the requirements of a pollution prevention plan reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

13.42.070 Prohibition of illicit connections.

(1) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this section if the person connects a line conveying a not allowable discharge to the MS4 or if the person knows of a connection conveying a not allowable discharge and allows it to continue.

13.42.080 Access to premises.

(1) As a condition of approval of storm water facilities pursuant Chapters 13.36 , property owners shall be deemed to have permitted the city to enter and inspect premises subject to regulation under this title 13, as set forth in this section and as often as may be reasonably necessary to determine compliance with this title. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the city.

(2) Premises owners, occupiers and their agents shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of this title and the performance of any additional duties as defined by state and federal law.

(3) The city shall have the right to set up on any premises such devices as are necessary in the opinion of the director to conduct monitoring and/or sampling of the storm water discharge.

(4) The city has the right to require premises owners, occupiers or their agents to install monitoring equipment as necessary. The monitoring equipment shall be maintained at all times in a safe and proper operating condition by the premises owners, occupiers, or their agents at their own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy. Written proof of calibration shall be maintained and shall be subject to inspection by the City on request.

(5) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the premises owner, occupiers or their agents at the written or oral request of the city and such obstruction shall not be replaced. The costs of clearing such access shall be borne by the premises owner or occupier.

(6) Unreasonable delays in allowing the city access to a premises is a violation of this chapter. A person who is the owner or operator of a premises commits a violation if the person denies the city

reasonable access to the premises for the purpose of conducting any activity authorized or required by this chapter.

13.42.090 Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices (BMPs).

The Stormwater Manual sets forth approved best management practices (BMPs). To the extent required by the Stormwater Manual all owners of property and all persons or parties responsible for discharges shall comply with the Stormwater Manual. The owner or operator of a commercial or industrial establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited discharges into the municipal storm drain system or watercourses through the use of structural and nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system.

13.42.100 Watercourse protection.

Every person owning or leasing property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

13.42.110 Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a premises or operation, or responsible for emergency response for a premises or operation, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into storm water, the storm drain system, or water of the state flowing through the city, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the public works department in person or by phone or facsimile no later than the next business day. If the illicit discharge of prohibited materials or pollutants emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence.

13.42.120 Enforcement.

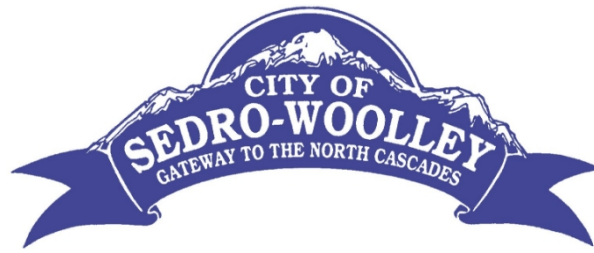
Enforcement of the provisions of this chapter shall be as set forth in SWMC Title 18. Included in the city's abatement costs that may be recovered under the provisions of SWMC Title 18 are the costs of abatement, sampling, or monitoring costs incurred if a violator fails to comply with the provisions of this chapter.

13.42.130 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

13.42.140 Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards. Compliance with the standards established under this chapter does not relieve persons from any responsibility or obligation imposed pursuant to any other local, state, or federal regulation.



City Council Agenda Item

Agenda Item No.: m.6.

Date: February 28, 2024

From: Nicole McGowan, Planner

Subject: Amend Chapter 17.24 SWMC Minimum Commercial/Retail Floor Area in CBD - Ordinance 2067-24 - 1st Read

RECOMMENDED ACTION:

First read, no action requested.

ISSUE:

Should the City Council adopt the recommended amendments to Chapter 17.24 SWMC to add a minimum commercial/retail floor area requirement for first floor area facing primary street frontage in the Central Business District?

BACKGROUND/SUMMARY INFORMATION:

Currently, Chapter 17.24 SWMC allows multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy in the Central Business District (CBD). However, there was never a minimum floor area requirement put in place specifying how much of that space must be designated for commercial and/or retail use. This has resulted in commercial spaces in the CBD shrinking as they begin to become overtaken by residential space. The recommended amendments to Chapter 17.24 SWMC are intended to rectify this issue, helping to prevent deviation from the planned land use of the CBD and maintain the balance needed between residential and commercial spaces to ensure the longevity of the district's economic purpose.

Because the primary intent of the CBD zoning regulations is commercial/retail use, staff and the Planning Commission found it reasonable to place a requirement that 50% of the first floor area facing the primary street frontage must be designated for commercial and/or retail use. The CBD acts as a vital economic hub, designed to be a visually appealing and active urban environment fostering commercial and retail activities that attract businesses, shoppers and tourists to the area. If no restriction is placed on residential presence on the first floor of buildings within the CBD, there is a risk of diluting the vibrant commercial atmosphere and compromising the district's identity and purpose.

The Planning Commission reviewed and discussed this matter at the September 19, October 17 and November 20, 2023 meetings. At the September meeting, the Planning Commission requested that staff add the stipulation that private garage spaces do not count toward commercial and/or retail space, as it was found that garage space is not a good use of viable commercial space within the CBD. In addition, it was requested that staff put parameters on the size and location of main entrances to multifamily

residential units in the effort to prevent lobby areas from overtaking viable commercial space. Those changes were incorporated and presented to the Planning Commission at the October meeting. At the October meeting, the Planning Commission requested that staff clarify that the location of the main entrance to the residential units of a mixed-use building within the CBD shall be located at the rear of the building and if rear access is not feasible, the main entrance may be incorporated into a maximum of 10% of the commercial and/or retail floor area facing the primary street frontage at the Planning Director's discretion. Those changes were incorporated and presented to the Planning Commission at the November meeting.

The Planning Commission held a public hearing on this matter at the November 20, 2023 meeting where the recommendation was made that the City Council approve the amendments to Chapter 17.24 SWMC to add a minimum commercial/retail floor area requirement for first floor area facing primary street frontage in the CBD. The amendments as recommended by the Planning Commission are in the attached proposed Ordinance 2067-24 (**Attachment 1**).

The *Planning Commission Findings of Fact, Conclusions and Recommendation* (**Attachment 2**) includes the procedural history of the review process, analysis of the proposal and Planning Commission findings, conclusions and recommendations.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Draft Ordinance 2067-24 to Adopt Amendments to Chapter 17.24 SWMC
2. Planning Commission Findings of Fact, Conclusions and Recommendation

ORDINANCE NO. 2067-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 17.24 SWMC TO ADD A MINIMUM COMMERCIAL/RETAIL FLOOR AREA REQUIREMENT FOR FIRST FLOOR AREA FACING PRIMARY STREET FRONTAGE IN THE CENTRAL BUSINESS DISTRICT

WHEREAS, currently, Chapter 17.24 SWMC allows multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy in the Central Business District (CBD). However, there was never a minimum floor area requirement put in place specifying how much of that space must be designated for commercial and/or retail use. This has resulted in commercial spaces in the CBD shrinking as they begin to become overtaken by residential space. The amendments to Chapter 17.24 SWMC are intended to rectify this issue, helping to prevent deviation from the planned land use of the CBD and maintain the balance needed between residential and commercial spaces to ensure the longevity of the district's economic purpose; and

WHEREAS, the Planning Commission discussed the amendments to Chapter 17.24 SWMC to add a minimum commercial/retail floor area requirement for first floor area facing primary street frontage in the CBD at its September 19, October 17, and November 20, 2023 meetings; and

WHEREAS, the Planning Commission held a public hearing on this matter during the November 20, 2023 Planning Commission meeting. At that meeting, the Commission reviewed the revised draft amendments and, following the public hearing, recommended that the City Council adopt amendments to Chapter 17.24 SWMC to add a minimum commercial/retail floor area requirement for first floor area facing primary street frontage in the CBD; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on January 23, 2024. A 15-day expedited review was requested and granted by Commerce. The comment period ended February 7, 2024; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued January 26, 2024; and

WHEREAS, the proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance; now, therefore,

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

Section 1. Chapter 17.24 SWMC Central Business District (CBD) Zone is hereby amended as follows:

17.24.010 Use restrictions.

Use restrictions in the central business district shall be as follows:

A. Permitted Uses.

1. All forms of commerce; geared to the centralized provision of goods and services within easy walking distance. Commercial retail and office use on the first floor, and retail-compatible uses on the second floor;
2. Multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy. An exception from the buffering and fencing requirement exists for upper story residences in existing buildings in an area bordered by the tracks to the west, Puget Street to the east, the tracks to the north, and Warner Street to the south; Multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy per this subsection must also meet the following:
 - a. A minimum of 50% of the first floor area must be designated for commercial and/or retail use.
 - b. The commercial and/or retail use shall face the primary street frontage.
 - c. Private garages are considered a residential use and shall not count toward commercial and/or retail floor area.
 - d. The main entrance to the residential units shall be located at the rear of the building. If rear access is not feasible, the main entrance to the residential units may be incorporated into a maximum of 10% of the commercial and/or retail floor area facing the primary street frontage at the Planning Director's discretion. If the building is located on a corner lot, the main entrance to the residential units shall be located on the side of the building facing the street with less commercial activity.
3. Multifamily housing, between two and four units per building, may be allowed independent of commercial uses outside of the area bordered by the tracks to the west, Puget Street to the east, the tracks to the north, and Warner Street to the south. Also excluded is property fronting on Metcalf Street, West Ferry Street, West State Street and property abutting the tracks between Rita Street and Walley Street (south of State Street). Multifamily housing per this subsection must also meet the following:
 - a. The front entries must be oriented towards the public right-of-way,
 - b. The development must meet the requirements of the Sedro-Woolley design standards for the CBD and multifamily development;
4. Parking lots serving any use; provided they are at the rear of a retail or commercial building, or facing a street other than Metcalf, Ferry, Woodworth, or State;
5. *Repealed by Ord. [1709-11](#);*
6. Public uses;

7. Public facilities.
- B. Conditional Uses.
1. Alcohol serving establishments.
 2. Alcohol production establishments, subject to the following conditions:
 - a. A minimum of sixty percent of the building floor area shall be designated for retail/commercial use. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area;
 - b. The required number of parking spaces shall be calculated by using a combination of Section [17.36.030](#)(G), “high intensity sales and service,” and (M), “industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage”; and
 - c. A maximum of twenty-five percent of the building’s street frontage may be designed to display the production portion of the facility or other nonretail/noncommercial uses; provided, that all other applicable design standards are met. At minimum, seventy-five percent of the building’s street frontage must display a retail/commercial storefront.
 3. All uses not permitted above.
 4. Quasi-public uses.
- C. Prohibited Uses. Adult entertainment establishments; heavy industrial uses as defined in Chapter [17.28](#); wireless communication towers. (Ord. [2044-23](#) § 3, 2023; Ord. [1709-11](#) § 2, 2011; Ord. [1696-11](#) § 2, 2011; Ord. [1693-10](#) § 1, 2010; Ord. [1664-10](#) § 2 (Exh. B) (part), 2010; Ord. [1451-03](#) § 3, 2003; Ord. [1312-98](#) § 1 (part); 1998: Ord. [1309-98](#) § 7, 1998: Ord. [1013](#) § 2.05.01, 1985)

17.24.020 Bulk restrictions.

Bulk restrictions in the central business district (CBD) shall be as follows:

- A. Minimum setbacks: none; maximum setback: ten feet if pedestrian features are included.
- B. Maximum building height: sixty feet. (Ord. [1677-10](#) § 1 (part), 2010; Ord. [1664-10](#) § 2 (Exh. B) (part), 2010; Ord. [1451-03](#) § 4; Ord. [1312-98](#) § 1 (part); 1998: Ord. [1013](#) § 2.05.02, 1985)

17.24.030 Minimum lot size requirements.

Minimum lot size requirements in the central business district (CBD) shall be as follows:

- A. Lot area: none;
- B. Lot frontage on a street: twenty feet. (Ord. [1664-10](#) § 2 (Exh. B) (part), 2010; Ord. [1451-03](#) § 5; Ord. [1312-98](#) § 1 (part); 1998: Ord. [1013](#) § 2.05.03, 1985)

17.24.040 Hazardous waste.

On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed as a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements. (Ord. [1664-10](#) § 2 (Exh. B) (part), 2010: Ord. [1312-98](#) § 1 (part); 1998: Ord. [1063](#) § 4 (Exh. C § 2.05.04), 1988)

17.24.050 Parking.

A. Intent. To encourage the creation of a downtown parking district administered by the city. It would be authorized to collect in-lieu parking fees from new residential uses downtown and use that revenue, with any other revenue it generates, to manage a downtown parking district. The district may construct and maintain downtown parking for motor vehicles and bikes, lease parking, or otherwise monitor the provision of adequate parking and/or promotion of alternatives to driving.

B. The goal of the central business district is to create a pedestrian-friendly environment and to encourage commerce. Parking requirements in the downtown shall be as follows:

1. Except for new construction as described in subsection (B)(2) of this section, parking for new buildings in the central business district shall be provided as follows:

Tier 1	New buildings with: • 10 or fewer residential units • 4,000 square feet or fewer of commercial space	Residential units associated with commercial/retail use: no off-street parking required. Commercial uses: standard off-street parking per Chapter 17.36 . Public uses: no off-street parking required.
Tier 2	New buildings with: • 11 or more residential units • More than 4,000 square feet of commercial space	Residential units associated with commercial/retail use: reduced off-street parking. Commercial uses: standard off-street parking per Chapter 17.36 . Public uses: no off-street parking required.

2. Parking for new buildings located within the area bounded on the north and west by the railroad rights-of-way, on the south by the alley in between State and Warner Streets, and on the east by Puget Avenue/4th Avenue shall be provided as follows:

Tier 1	New buildings with: • 10 or fewer residential units • 4,000 square feet or fewer of commercial space	Residential units associated with commercial/retail use: no off-street parking required. Retail and restaurant uses: no off-street parking required. Public uses: no off-street parking required. All uses not described: standard off-street parking per Chapter 17.36
Tier 2	New buildings with: • 11 or more residential units • More than 4,000 square feet of commercial space	Residential units associated with commercial/retail use: reduced off-street parking. Retail and restaurant uses: no off-street parking required. Public uses: no off-street parking required. All uses not described: standard off-street parking per Chapter 17.36

3. Reduced residential parking standards referenced in subsections (B)(1) through (2) of this section are as follows:

Studio	1 space
1 bedroom	1 spaces
2 bedrooms	1.5 spaces
3 or more bedrooms	1 space per bedroom up to 2 bedrooms, 0.5 space per additional bedroom over 2 bedrooms
Visitor/overflow spaces	1 additional space per 10 units

Rooms indicated on building plans as “office,” “extra room,” “play room” or other rooms that may reasonably be considered for use as a bedroom may be counted as bedrooms for parking purposes by the planning director.

4. New commercial or retail development may propose a shared parking arrangement to the planning director for review and approval.
5. Parking for residential buildings that do not include commercial uses, as allowed per Section [17.24.010\(A\)\(3\)](#), shall be accessed from the alley when an alley exists. The number of spaces required for residential buildings that do not include commercial uses shall be as follows:

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

Rooms indicated on building plans as “office,” “extra room,” “play room” or other rooms that may reasonably be considered for use as a bedroom may be counted as bedrooms for parking purposes by the planning director.

6. There shall be a minimum off-street parking apron of twenty-five feet in length directly in front of all garage doors for residential buildings that do not include commercial uses per Section [17.24.010\(A\)\(3\)](#). (Ord. [1979-21](#) § 1 (Exh. A), 2021; Ord. [1664-10](#) § 2 (Exh. B) (part), 2010; Ord. [1451-03](#) § 6)

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 3. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 20____, and signed in authentication of its passage this _____ day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**PROPOSED AMENDMENTS TO
CHAPTER 17.24 SWMC TO ADD A
MINIMUM COMMERCIAL/RETAIL
FLOOR AREA REQUIREMENT FOR
FIRST FLOOR AREA FACING
PRIMARY STREET FRONTAGE IN
THE CENTRAL BUSINESS DISTRICT**

**PROPOSED AMENDMENTS TO
CHAPTER 17.24 SWMC TO ADD A
MINIMUM
COMMERCIAL/RETAIL FLOOR
AREA REQUIREMENT FOR FIRST
FLOOR AREA FACING PRIMARY
STREET FRONTAGE IN THE
CENTRAL BUSINESS DISTRICT -
FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for a public hearing on **Tuesday, November 20, 2023** under a request by the Planning Director for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of the proposed amendments to Chapter 17.24 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, November 20, 2023
Proponent:	City of Sedro-Woolley

Description of proposal

Proposed are amendments to Chapter 17.24 SWMC to specify that, in the Central Business District (CBD), a minimum of 50% of the first floor area facing the primary street frontage must be designated for commercial and/or retail use. The amendments also provide regulations for size and location of the main entrance to residential units and stipulate that private garages shall not count toward commercial and/or retail space.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. Currently, Chapter 17.24 SWMC allows multifamily housing located above the first floor or at the rear of a commercial and/or retail occupancy in the Central Business District (CBD). However, apparently due to an oversight by previous staff, there was never a minimum floor area requirement put in place specifying how much of that space must be designated for commercial and/or retail use. This has resulted in commercial spaces in the CBD shrinking as they begin to become overtaken by residential space.
3. Because the primary intent of the CBD zoning regulations is commercial/retail use, staff found it reasonable to place a requirement that 50% of the first floor area facing the primary street frontage must be designated for commercial and/or retail use. This would help to prevent a deviation from the planned land use of the CBD zone, maintaining the balance needed between residential and commercial spaces to ensure the longevity of the district's economic purpose.
4. The Planning Commission reviewed the draft amendments at the September 19, October 17 and November 20, 2023 Planning Commission meetings.
5. At the September 19, 2023 meeting, the Planning Commission requested that staff add the stipulation that private garage spaces do not count toward commercial and/or retail space, as it was found that garage space is not a good use of viable commercial space within the CBD. In addition, it was requested that staff put parameters on the size and location of main entrances to multifamily residential units in the effort to prevent lobby areas from overtaking viable commercial space. Those changes were incorporated into the draft amendments and presented at the October 17, 2023 meeting.
6. At the October 17, 2023 meeting, the Planning Commission requested that staff clarify that the location of the main entrance to the residential units of a mixed-use building within the CBD shall be located at the rear of the building and if rear access is not feasible, the main entrance may be incorporated into a maximum of 10% of the commercial and/or retail floor area facing the primary street frontage at the Planning Director's discretion. Planning staff was tasked with preparing for a public hearing at the next meeting once those changes were incorporated.
7. At the November 20, 2023 meeting, the Planning Commission held a public hearing. The Notice of Public Hearing was published in the legal notices section of the November 10, 2023 Skagit Valley Herald as shown in **Exhibit B**. The notice was also posted on the City website. In said notice, a deadline for written comments was set for November 20, 2023 at 4:00 PM. The Planning Department did not receive any written comments and there were no online or in-person participants.
8. At the November 20, 2023 public hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments to Chapter 17.24 SWMC. The motion to recommend approval carried 5 – 0.

9. The Planning Commission's recommended amendments are found in **Exhibit A**.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Chapter 17.24 SWMC complies with the State GMA. The draft amendments were sent to the State Department of Commerce on January 23, 2023. A 15-day expedited review was requested and granted by Commerce. The comment period ended February 7, 2024. A SEPA DNS (**Exhibit C**) was issued on January 26, 2024; and
2. Adoption of the proposed amendments to Chapter 17.24 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Chapter 17.24 SWMC, found herein as **Exhibit A**.

EXHIBITS

Exhibit A: Recommended Amendments to Chapter 17.24 SWMC

Exhibit B: Notice of November 20, 2023 Public Hearing

Exhibit C: SEPA DNS Issued January 26, 2024

CERTIFICATION

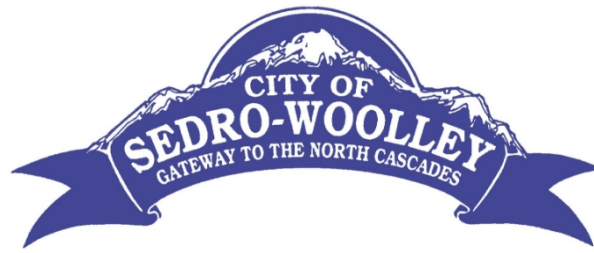
The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Chapter 17.24 SWMC to add a minimum commercial/retail floor area requirement for first floor area facing primary street frontage in the central business district at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, November 20, 2023** at which time a quorum was present and the decision was for approval by a vote of 5 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.



Joe Fattizzi, Planning Commission Chair

2-22-2024

Date



City Council Agenda Item

Agenda Item No.: m.7.

Date: February 28, 2024

From: Mark Freiburger, Director of Public Works

Subject: Ratification and Confirmation - Public Works Emergency Declaration for
Emergency WWTP SCADA System

RECOMMENDED ACTION:

Motion to ratify and confirm declaration of a Public Works Emergency by Public Works Director Mark Freiburger and authorization to waive competitive bidding requirements under RCW 39.04.280 and SWMC 240.140 for diagnosis and possible repair of the Wastewater Treatment Plant SCADA fiber optic system.

ISSUE:

Should the Council ratify and confirm declaration of a Public Works Emergency by Public Works Director Mark Freiburger and authorization to waive competitive bidding requirements under RCW 39.04.280 and SWMC 240.140 for diagnosis and possible repair of the Wastewater Treatment Plant SCADA fiber optic system?

BACKGROUND/SUMMARY INFORMATION:

Kevin Wynn, WWTP Supervisor, was on duty the weekend of 2/10/24 to 2/11/24. During his check in on 2/10/24, he became aware of the failure of the WWTP Supervisory Control and Data Acquisition (SCADA) System. Critical components of the plant were no longer reporting status of the equipment through SCADA. Wynn was able to get the system restored after extensive diagnostic work. The SCADA system went down again on 2/11/24. Wynn spent most of the day and night of 2/11/24 attempting to get the system back online, while monitoring the wastewater process. Kevin was eventually able to get the system restored by manually manipulating the data connection terminals.

Wynn informed Director Freiburger of the issue at 8 am on Monday 2/12/24. Wynn had discussed the issues with our on-call SCADA contractor QCC Quality Control, who had suggested that the issue was likely a fiber optic cable issue. QCC referred Wynn to SEA Com Corporation of Mount Lake Terrace, WA for further diagnostics. After discussion, Director Freiburger determined that this event constituted a Public Works Emergency and authorized Wynn to contact SEA-COM to schedule a site visit and diagnose the issue.

SEA-COM was on site Monday afternoon and found that certain terminations of the fiber-optic system had failing connections due to incompatible cables. The new cabling installed as part of the 2022-2023 WWTP Lab/Operations Building was found to be as specified and correct. The distribution cables

installed by city forces within the Lab were found to have a different type of termination. The cabling had performed adequately for most of the past year but was subject to instability as recently experienced. SEA-COM recommended replacement of the distribution cables with ones that are compatible with the plant data cables. After consulting with the Director, Wynn used their services to order replacement cables. These will be delivered by the end of this week and installed either by IT staff or the contractor.

In the meantime, Wynn has reviewed the situation and his actions to date with WWTP staff and has informed the on-call employee for this week of what to look for and what to do if another failure occurs.

FISCAL IMPACT, IF APPROPRIATE:

The estimated costs of the emergency diagnostics work, replacement cabling and installation are under \$5,000. This work will be charged to Fund 401 Sewer, SBX Code 594.35.63.000.401 Other Improvements, budgeted at \$1,216,000. We do not anticipate that a budget amendment will be required.

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: n.1.

Date: February 28, 2024

From: Charlie Bush, City Administrator

Subject: January 24, 2024 City Council Strategic Planning Committee Meeting Minutes

RECOMMENDED ACTION:

N/A

ISSUE:

N/A

BACKGROUND/SUMMARY INFORMATION:

The minutes are attached.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. Strategic Planning Committee Minutes 012424

STRATEGIC PLANNING COMMITTEE AGENDA

January 24, 2024

5:00 PM

Sedro-Woolley Municipal Building

Council Chambers

325 Metcalf Street

Meeting Minutes

a. Call to Order

Chair Kevin Loy called the meeting to order at 5:00 PM.

b. Roll Call

Chair Kevin Loy and committee member Sarah Diamond were present. Committee member Nick Lavacca had an excused absence. Mayor Julia Johnson and City Administrator Charlie Bush also attended.

c. Unfinished Business

1. Planning for City Council Goal Setting

Committee members discussed a potential plan for holding the Council goal setting session on February 7th, after the City Council joint meeting with the Planning Commission. Charlie Bush provided a quarter 4 2023 update to the City's strategic plan (Department Operational Plans). The approach recommended for the goal setting session was to review the existing plan by discussing each goal, to discuss other potential goals or changes in direction to the current goals, and to come away with a potential revised list of goals for future Council action. Staff recommended limiting the total number of high-level goals to 3-5. Committee members were generally supportive of this approach.

Under the topic of the strategic plan update, there was discussion of sports tournaments and a request for a Community Development Grant Program check-in around late February.

d. New Business

e. Adjournment

The meeting was adjourned by Chair Kevin Loy at 5:34 PM.

Next Meeting(s) Strategic Planning Committee - April 24, 2024