

Next Ord:2075-24
Next Res:1146-24

CITY COUNCIL AGENDA

April 10, 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. Minutes - City Council Study Session - March 6, 2024
- 2. Minutes - Regular City Council Meeting - March 13, 2024
- 3. Minutes - City Council Retreat - March 15, 2024
- 4. Minutes - Regular City Council Meeting - March 27, 2024
- 5. Check Register - Regular
- 6. Cues Video Inspection Truck Surplus - Resolution 1144-24
- 7. Change Order No. 1 - King County and Boulder Park Inc. - Boulder Park Project
- 8. Interlocal Agreement - Town of La Conner - Yard Waste Disposal
- 9. Agreement C20200613 Amendment - Skagit County - Mutual Assistance
- 10. Professional Service Agreement No. 2021-PS-06 Amendment - Transportation Solutions Inc. - On-Call Traffic Modeling
- 11. Sole Source and Award for WWTP Clarifier Repair - Resolution 1145-24

f. Introduction of Special Guests and Presentation

- 1. Skagit Valley Tulip Festival Executive Director Nicole Roozen - 2024 Tulip Festival Poster
- 2. Oath of Office and Badge Pinning - Sedro-Woolley Firefighter Paramedic John Gossom

g. City Administrator Report

- 1. Public Works Update - Intersections and Field Work
- 2. Community Development Grant Program Update

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

1. Amendments to Chapter 16.04 SWMC Shadow Platting - Ordinance 2070-24 - 2nd Read, Action Requested
2. Bendtsen Rezone (RZ-2023-004) - Ordinances 2071-24 and 2073-24 - 2nd Read, Action Requested
3. Amendments to Chapter 17.24 SWMC Minimum Commercial/Retail Floor Area in CBD - Ordinance 2067-24 - 2nd Read, Action Requested

m. New Business

1. Confirmation and Employment Agreement - Public Works Director - William Bullock
2. Confirmation and Employment Agreement - Community Development Director - Thomas E. Glover
3. Add Section 9A.240.010 'Abuse of 911 Emergency Reporting Systems' to SWMC - Ordinance 2072-24 - 1st Read
4. Amend SWMC Section 6.08.170 Cruelty to Animals - Ordinance 2074-24 - 1st Read

n. Information Only Items

1. Police Staff Report
2. Police Proposition 1 Summary

o. Executive Session

1. Discussion on Property Acquisition (RCW 42.30.110(1)(b)).
2. Discussion with Legal Counsel About Current or Potential Litigation (RCW 42.30.110(1)(i)).

p. Adjournment

Next Meeting(s) City Council and Strategic Planning Committee - April 24, 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:

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: April 10, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - City Council Study Session - March 6, 2024

RECOMMENDED ACTION:

Approve March 6, 2024 minutes.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded for the City Council Study Session Meeting, held on March 6, 2024

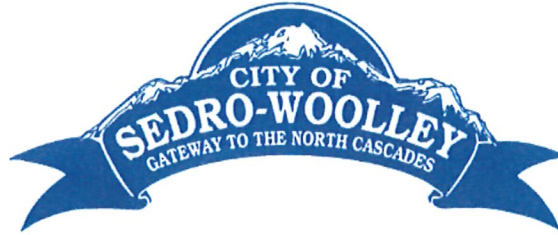
FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 3-6-2024 City Council Study Session minutes

DRAFT



Study Session Meeting of the City Council
March 6, 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, Councilmembers JoEllen Kesti, Paul Cocke, Kevin Loy, Joe Burns, Sarah Diamond, Allan Henderson, and Nick Lavacca.

d. Introduction of Special Guests and Presentation

e. Unfinished Business

f. New Business

1. School Resource Officer (SRO)

Police Chief Dan Mcilraith shared a PowerPoint regarding the School Resource Officer and gave a detailed background about the need for an SRO. He shared information about the benefits, the purpose, the primary functions of an SRO, he shared the school shooting database, the number of calls the police department receives for service to schools within the city of Sedro-Woolley, and shared the local districts that have an SRO.

No action was taken.

2. Community Development Grant Program Update

City Administrator Charlie Bush shared an update on the Community Development Grant Program. There was discussion between Councilmembers, Mayor Julia Johnson and City Administrator Charlie Bush regarding some of the grants approved.

No action was taken.

g. Public Comments

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

No public comment period was held.

h. Adjournment

The meeting adjourned at 6:32 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: April 10, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - March 13, 2024

RECOMMENDED ACTION:

Approve March 13, 2024 minutes

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded for the Regular City Council Meeting, held on March 13, 2024

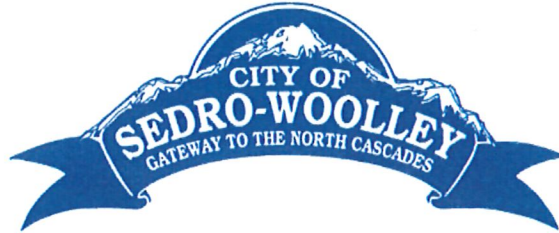
FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 3-13-2024 Regular City Council minutes

DRAFT



Regular Meeting of the City Council
March 13, 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 and Allan Henderson.

Councilmember Nick Lavacca arrived at 6:26 pm.

d. Approval of Agenda

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

e. Consent Agenda

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

Councilmember Kesti requested clarification on the check register item 1 from the consent agenda. Finance Director Kelly Kohnken gave an explanation about item 1 transaction #2405 on the check register regarding Joe Burns attending AWC Action Days.

Councilmember Burns requested to pull item 5 off the consent agenda for further discussion.

After discussion with the City Council, Finance Director Kelly Kohnken, and the City Administrator, Charlie Bush. A motion was made to end the Community Development Grant Program Application Process, item 5 on the consent agenda.

Motion to include items 1 through 5 on the consent agenda made by Councilmember Kesti, Councilmember Diamond, Councilmember Henderson, and Councilmember Loy. Motion carried (4-2). Councilmember Burns and Councilmember Cocke opposed.

Councilmember Henderson requested clarification on item 3 adopting an updated salary grid for the Municipal Judge position. The City Administrator, Charlie Bush, explained the updates on the salary grid.

Councilmember Diamond recused herself regarding item 3 on the consent agenda

The motion made to approve the consent agenda items 1 through 5 as presented made by Councilmember Kesti and seconded by Councilmember Henderson. Motion carried (5-1). Councilmember Burns opposed.

1. Check Register - Regular
2. Reimbursable Job Order - Skagit County Public Works - 2024 Chip Seal Project
3. Adopt Updated Salary Grid - Municipal Judge Position
4. Settlement Agreement - Johnson & Johnson - Multi-District Opioid Litigation
5. Ending the Community Development Grant Program Application Process - Resolution 1139-24

f. Introduction of Special Guests and Presentation

1. Recognition of Service - Wastewater Treatment Plant Supervisor Kevin Wynn

Mayor Julia Johnson presented Kevin Wynn with a City of Sedro-Woolley plaque for employment recognition.

2. Family Promise Executive Director Audrea Woll - Family Promise Update and Projects

Family Promise Executive Director Audrea Woll gave an update and shared the current progress of the program.

g. City Administrator Report

1. Sidewalk Update

Finance Director Kelly Kohnken provided information and gave an update on Fire and Police Proposition 1 that was included in the Levy Lid Lift in 2019.

Public Works Director Mark Freiburger provided a follow-up on sidewalk repairs and shared information on the Transportation Improvement Programs and Grants.

Police Chief Dan Mcilraith shared updates on traffic violations and citations.

City Administrator Charlie Bush had nothing to report or add.

h. Councilmember and Mayor's Report

Councilmember Loy had nothing to report.

Councilmember Kesti had nothing to report.

Councilmember Diamond had nothing to report.

Councilmember Henderson had nothing to report.

Councilmember Cocke highlighted a potential danger at the intersection of Fruitdale Rd and Highway 20.

Councilmember Burns shared an update about the Public Safety Committee meeting.

Councilmember Lavacca gave a shout-out to the first responders that came to his jobsite due to an accident. He wanted them to know they did a fantastic job. He has received feedback on the parks and recreation beautification and mentioned the repeals in Olympia and referenced allowing Police Officers to pull people over. He also complimented the police department for handling traffic concerns.

Mayor Julia Johnson shared information about the Public Works Director interviews, and thanked Councilmember Henderson and Councilmember Cocke for being a part of the interview process. She also mentioned consultant interviews for the comprehensive plan began today.

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.'

A public comment period was held.

k. Public Hearing(s)

l. Unfinished Business

1. Adoption of Amendments to Title 13 Stormwater Code Chapters - Ordinance 2068-24
- 2nd Read

Public Works Director Mark Freiberger and City Attorney Nikki Thompson shared information about the Title 13 Stormwater Code Chapters, Ordinance 2068-24.

Motion to have City Engineer David Lee come and present changes to the Title 13 Stormwater Code Chapters, Ordinance 2068-24.

Motion made by Councilmember Lavacca and seconded by Councilmember Henderson to bring the adoption of amendments to Title 13 Stormwater Code Chapters, Ordinance 2068-24 back to the next meeting. Motion carried (7-0).

No action was taken on Ordinance 2068-24.

m. New Business

1. Community Development Grant - Chamber of Commerce of Sedro-Woolley

City Administrator Charlie Bush spoke with Council about presenting the Community Development Grant, Chamber of Commerce at next week's City Council Meeting.

No action was taken.

n. Information Only Items

1. Finance and Information Technology Committee Meeting Minutes - February 28, 2024

o. Executive Session

1. Discussion with Legal Counsel Regarding the Legal Risks of a Proposed Action or Current Practice (RCW 42.30.110(1)(i)(iii)).

A discussion with the legal counsel regarding the legal risks of a proposed action or current practice (RCW 42.30.110(1)(i)(iii)).

At 7:23, Mayor Julia Johnson announced that the City Council along with City Attorney Nikki Thompson and City Administrator Charlie Bush would be in executive session for 10 minutes.

Mayor Julia Johnson, announced the executive session would be extended for 10 minutes to 7:43.

Mayor Julia Johnson, announced the executive session would be extended for 10 minutes to 7:53.

Mayor Julia Johnson, announced there were no decisions made, and the executive session concluded at 7:53.

p. 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: April 10, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - City Council Retreat - March 15, 2024

RECOMMENDED ACTION:

Approve March 15, 2024 minutes.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded for the City Council Retreat Meeting, held on March 15, 2024.

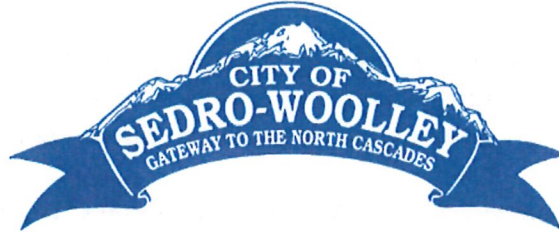
FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 3-15-2024 City Council Retreat minutes

DRAFT



City Council Retreat Meeting of the City Council
March 15, 2024 - 3:00 PM Hybrid Meeting

a. Call to Order

Mayor Julia Johnson called the meeting to order at 3:02 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.

Present: Police Chief Dan McIlraith, Fire Chief Frank Wagner, Public Works Director Mark Freiberger, Finance Director Kelly Kohnken and Information Technology Director Eulises (Woody) Tovar Cano.

d. Introduction of Special Guests and Presentation

Information Technology Director Eulises (Woody) Tovar Cano gave a presentation and shared updates regarding the Information Technology Department.

Fire Chief Frank Wagner gave a presentation and shared updates regarding the Fire Department.

Police Chief Dan McIlraith gave a presentation and shared updates about the Police Department.

Finance Director Kelly Kohnken gave a presentation, shared updates and current projects regarding the Finance Department.

Public Works Director Mark Freiberger shared a PowerPoint presentation and shared updates on projects regarding the Public Works Department.

e. Unfinished Business

f. New Business

1. City Council Goal Setting

City Councilmembers along with City Administrator Charlie Bush and Mayor Julia Johnson discussed working on creating an effective website for advertising the parks, encouraging more sports in the parks and or building a sports facility.

The City Councilmembers along with the Mayor and City Administrator discussed more visible signs welcoming people to Sedro-Woolley at the main entrances to town and roundabouts.

The City Councilmembers along with the Mayor and City Administrator spoke about commercial businesses and increasing revenue, spoke about taxes and having housing affordability for the future of Sedro-Woolley.

The City Council would like to know more about the comprehensive plan and how decisions are made regarding the growth of other cities compared to our city. They also discussed what they would like to see for business development in Sedro-Woolley.

g. Public Comments

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

h. Adjournment

The meeting adjourned at 7:39 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.4.

Date: April 10, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - March 27, 2024

RECOMMENDED ACTION:

Approve March 27, 2024 minutes

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Minutes recorded for the Regular City Council Meeting, held on March 27, 2024.

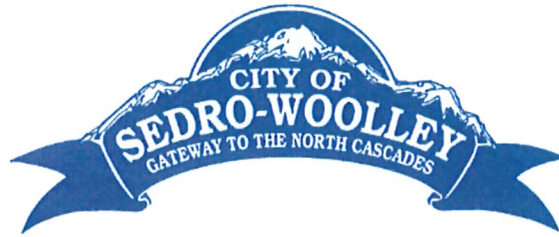
FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 3-27-2024 City Council Meeting minutes

DRAFT



Regular Meeting of the City Council
March 27, 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 Paul Cocke, Kevin Loy, Joe Burns, Sarah Diamond, Allan Henderson and Nick Lavacca. Councilmember Kesti joined via zoom.

d. Approval of Agenda

Motion made by Councilmember Cocke and seconded by Councilmember Lavacca to approve the agenda. 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.

Councilmember Kesti recused herself from the consent agenda.

Councilmember Henderson requested to pull item 6 for further discussion.

Motion to approve the Consent agenda with item 6 removed was made by Councilmember Lavacca and seconded by Councilmember Diamond. Motion carried (6-0).

1. Minutes - Regular Meeting - February 28, 2024
2. Check Register - Regular
3. Sole Source for WWTP for RAS Pump Cornell Pump Impellers - Resolution No. 1142-24
4. First Amendment to Community Development Grant - Sedro-Woolley Museum
5. Community Development Grant - Chamber of Commerce of Sedro-Woolley
6. Creating a Limited-Term Half-Time Plans Examiner/Building Inspector Position
7. Complete Streets Agreement - TIB - Sidewalk and ADA Ramp Upgrades Multiple

Locations

f. Introduction of Special Guests and Presentation

1. Skagit County Chief Civil Deputy Will Honea - FERC Relicensing and Flood Control

Skagit County Drainage and Irrigation District Commissioner Browning, Consortium Executive Director Jenna Freibel and Dike District Partnership Darryl Hamburg, shared a PowerPoint and information on FERC Relicensing Original Flood Risk Reduction Request and Seattle City Light FERC Relicensing update, along with Skagit County Chief Civil Deputy Will Honea to discuss environmental review. He shared the goal of a Comprehensive Settlement Agreement by the end of 2024.

2. Swearing in of Newly Promoted Sergeants Austin McCombs and Derick Lowe

Mayor Julia Johnson swore in newly promoted Sergeant Derick Lowe and Sergeant Austin McCombs.

g. City Administrator Report

City Administrator Charlie Bush had nothing to report.

h. Councilmember and Mayor's Report

Councilmember Loy had nothing to report.

Councilmember Kesti said the Museum would be hosting an Easter egg hunt from 1 to 3 on Saturday.

Councilmember Diamond had nothing to report.

Councilmember Henderson shared information about the Skagit Transit Long Range Public Plan meeting he attended. He spoke about the survey for future development and asked the council if they would like to participate in the survey.

Councilmember Cocke spoke about the AWC adhoc bylaw meeting he attended regarding the tension between the big cities and small cities.

Councilmember Burns had nothing to report.

Councilmember Lavacca shared his concern about the Northern State Recreation Park being run down and the buildings being unsafe.

Mayor Julia Johnson shared that she had received information from the new Mayor of Burlington, Bill Aslett, who was talking about the First Steps Center recently housing 22 individuals.

The Mayor gave many thanks to David Lee and his team for completing the Streets Grant Award. Mayor spoke about the City of Sedro-Woolley having a candidate for the

Community Development Director.

The Mayor also shared we sent an offer letter to Bill Bullock and he accepted the position as Public Works Director and will be present at the City Council meeting on April 10, 2024 for confirmation.

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.'

Public comment was held.

k. Public Hearing(s)

l. Unfinished Business

1. Adoption of Amendments to Title 13 Stormwater Code Chapters - Ordinance 2068-24
- 3rd Read

Mayor Julia Johnson asked to address item 6 from the consent agenda, regarding Creating a Limited - Term Half -Time Plans Examiner Building Inspector position.

After discussion with Councilmembers, City Administrator Charlie Bush, Planner Nicole McGowan and City Attorney Nikki Thompson a motion to approve item 6 from the consent agenda.

Motion made by Councilmember Burns and seconded by Councilmember Diamond to approve item 6 from the consent agenda. Motion carried (7-0).

Adoption of Amendments to Title 13 Stormwater Code Chapters - Ordinance 2068-24.

City Engineer David Lee addressed questions made by councilmembers regarding the adoption of amendments to Title 13 Stormwater Code Chapters, Ordinance 2068-24.

Motion made by Councilmember Burns and seconded by Councilmember Cocke to approve the adoption of amendments to Title 13 Stormwater Code Chapters, Ordinance 2068-24. Motion carried (7-0).

m. New Business

1. Adding Section 9A.84.010 Fighting to SWMC Chapter 9A.84 Public Disturbance - Ordinance 2069-24 - Action Requested

Chief Dan McIlraith addressed questions made by Councilmembers regarding adding Section 9A.84.010 Fighting to SWMC Chapter 9A384 Public Disturbance, Ordinance 2069-24.

A motion to approve adding Section 9A.84.010 Fighting to SWMC Chapter 9A384 Public Disturbance, Ordinance 2069-24.

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

2. Professional Services Agreement - Family Promise of Skagit Valley - House Bill 1406 Affordable and Supportive Housing Funds - 1st Read

City Administrator Charlie Bush shared a follow-up and gave updates regarding Family Promise of Skagit Valley, House Bill 1406 Affordable Housing and Supportive Housing Funds professional services agreement.

Motion to approve the professional services agreement with Family Promise of Skagit Valley, House Bill 1406 Affordable and Supportive Housing Funds.

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

3. Amendments to Chapter 16.04 SWMC Shadow Platting - Ordinance 2070-24 - 1st Read

Planner Nicole McGowan shared information regarding the amendments to Chapter 16.04 SWMC Shadow Platting, Ordinance 2070-24.

No action was taken.

4. Bendtsen Rezone (RZ-2023-004) - Ordinances 2071-24 and 2073-24 - 1st Read

City Attorney Nikki Thompson engaged in an appearance of fairness colloquy with City Council to determine whether recusal or disqualification was appropriate. No recusal or disqualification occurred.

Planner Nicole McGowan spoke about the Bentzen Rezone (RZ-2023-004), Ordinance 2071-24 and 2073-24.

No action was taken.

- n. **Information Only Items**
- o. **Executive Session**
- p. **Adjournment**

The meeting adjourned at 7:24 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.5.

Date: April 10, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Regular

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims Checks #201819 through #201896, plus EFTs, Payroll Checks #61143 through #61153, plus EFT's.

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks, plus EFTs, totaling \$428,254.02, Payroll Checks, plus EFT's, totaling \$525,656.57.

ATTACHMENTS:

1. 2024-04-10 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 08:33:27 Date: 04/03/2024

04/10/2024 To: 04/10/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3438	04/10/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
					401 - 535 80 47 000 - Public Utilities	83.10	
3439	04/10/2024	Claims	2	EFT	Cnty of Skagit Public Utility	83.10	
					401 - 535 80 47 000 - Public Utilities	83.10	
3440	04/10/2024	Claims	2	EFT	Comcast Holdings Corp	470.81	
					001 - 518 80 42 021 - Internet Services	470.81	
3441	04/10/2024	Claims	2	EFT	FirstNET/AT&T Mobility	591.56	
					001 - 522 20 42 020 - Telephone	591.56	
3442	04/10/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	3,259.52	
					001 - 513 10 42 020 - Telephone	154.35	
					001 - 514 23 42 020 - Telephone	84.42	
					001 - 518 80 42 020 - Telephone	84.42	
					001 - 521 20 42 020 - Telephone	968.63	
					001 - 524 20 42 020 - Telephone	124.43	
					401 - 535 80 42 030 - Cell Phones	513.21	
					102 - 536 20 42 020 - Telephone	82.22	
					412 - 537 80 42 025 - Cell Phones	379.89	
					103 - 542 30 42 020 - Telephone	233.77	
					001 - 558 60 42 020 - Telephone	82.22	
					101 - 576 80 42 020 - Telephone	343.11	
					001 - 595 10 42 025 - Cell Phones	208.85	
3443	04/10/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	1,040.76	
					001 - 521 20 42 020 - Telephone	880.56	
					001 - 522 20 42 020 - Telephone	120.19	
					101 - 576 80 42 020 - Telephone	40.01	
3444	04/10/2024	Claims	2	EFT	WA St Dept of Prof Licen	750.00	
					001 - 521 20 41 040 - Intergov Svc-Gun Permits	750.00	
3445	04/10/2024	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	75.14	
					101 - 576 80 47 010 - Community Center	75.14	
3446	04/10/2024	Claims	2	201819	A Clean Carpet Company	450.00	
					101 - 576 80 48 500 - Contracted Heavy Duty Cleanir	450.00	
3447	04/10/2024	Claims	2	201820	A-1 Mobile Lock & Key	211.77	
					101 - 576 80 48 001 - Riverfront	211.77	
3448	04/10/2024	Claims	2	201821	AWC	30.00	
					001 - 511 60 49 000 - Training	30.00	
3449	04/10/2024	Claims	2	201822	Amazon Capital Svcs, Inc	2,975.53	
					001 - 514 23 31 000 - Supplies	117.16	
					001 - 518 80 35 000 - Small Tools/Minor Equip	38.00	
					001 - 521 20 31 002 - Office/Operating Supplies	130.30	
					001 - 521 20 31 002 - Office/Operating Supplies	60.80	
					001 - 521 20 31 002 - Office/Operating Supplies	8.42	
					001 - 521 20 31 002 - Office/Operating Supplies	289.94	
					001 - 521 20 31 002 - Office/Operating Supplies	48.82	
					001 - 521 20 31 002 - Office/Operating Supplies	5.69	
					001 - 521 20 31 002 - Office/Operating Supplies	499.32	
					001 - 521 20 31 002 - Office/Operating Supplies	59.60	
					001 - 521 20 31 002 - Office/Operating Supplies	15.04	
					001 - 521 20 31 002 - Office/Operating Supplies	221.54	
					401 - 535 80 31 010 - Operating Supplies	387.60	
					001 - 558 60 49 040 - Misc - Dept. Split	47.30	
					001 - 558 60 49 040 - Misc - Dept. Split	43.93	
					501 - 594 21 64 501 - Equip & Vehicles - Police	1,660.80	

CHECK REGISTER

City Of Sedro-Woolley

Time: 08:33:27 Date: 04/03/2024

04/10/2024 To: 04/10/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			501 - 594 21 64 501		Equip & Vehicles - Police	834.75	
			501 - 594 21 64 501		Equip & Vehicles - Police	-1,518.22	
			001 - 595 10 31 000		Supplies	24.74	
3450	04/10/2024	Claims	2	201823	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	
3451	04/10/2024	Claims	2	201824	Blythe Mechanical Inc	15,724.19	
			001 - 522 50 48 030		Repair/Maint-Station	15,724.19	
3452	04/10/2024	Claims	2	201825	Bonner Electrical Contracting LLC	3,972.34	
			101 - 576 80 48 016		City Hall	302.99	
			101 - 594 76 31 000		Buildings & Structures	3,669.35	
3453	04/10/2024	Claims	2	201826	Boulder Park Inc	18,592.05	
			401 - 535 80 35 020		Solids Handling	18,592.05	
3454	04/10/2024	Claims	2	201827	Brown & Caldwell	4,447.41	
			401 - 594 35 63 000		Engineering Services	4,447.41	
3455	04/10/2024	Claims	2	201828	Carl's Towing	413.77	
			001 - 521 20 41 001		Professional Services	413.77	24-W01390
3456	04/10/2024	Claims	2	201829	Commercial Fire Protection Inc	1,000.20	
			001 - 522 50 49 050		Fire/Theft Protection	500.10	
			101 - 576 80 48 016		City Hall	500.10	
3457	04/10/2024	Claims	2	201830	Thomas Cuthbertson	110.10	
			001 - 342 60 00 000		Fire Transport Fees	-110.10	
3458	04/10/2024	Claims	2	201831	DMCMA	200.00	
			001 - 512 50 49 000		Tuition/Registration	200.00	
3459	04/10/2024	Claims	2	201832	David Evans & Assoc Inc	13,866.30	
			104 - 595 10 63 080		Eng-Jones/John Liner/Trail	13,866.30	
3460	04/10/2024	Claims	2	201833	Donald Coggins	13.03	
			001 - 514 23 31 000		Supplies	13.03	
3461	04/10/2024	Claims	2	201834	Duramax Holdings LLC	3,149.40	
			412 - 537 80 34 001		Containers - Recycling	3,149.40	Container lids
3462	04/10/2024	Claims	2	201835	E & E Lumber, Inc.	749.52	
			001 - 518 80 35 000		Small Tools/Minor Equip	20.10	
			001 - 522 20 48 000		Repairs/Maint-Equip	16.81	
			401 - 535 50 48 010		Maintenance Of Lines	28.08	
			102 - 536 20 31 010		Operating Supplies	93.49	
			412 - 537 80 31 000		Operating Supplies	22.40	
			103 - 542 30 31 000		Operating Supplies	6.52	
			103 - 542 30 31 000		Operating Supplies	5.09	
			101 - 576 80 48 001		Riverfront	132.18	
			101 - 576 80 48 001		Riverfront	312.26	
			101 - 576 80 48 001		Riverfront	32.46	
			401 - 594 35 64 001		Portable Equipment	80.13	
3463	04/10/2024	Claims	2	201836	Edge Analytical Inc	457.00	
			401 - 535 80 41 000		Professional Services	66.00	

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			401 - 535 80 41 000 - Professional Services			190.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			67.00	
			401 - 535 80 41 000 - Professional Services			67.00	
3464	04/10/2024	Claims	2	201837	Epic Land Solutions Inc	2,549.58	
			104 - 595 20 63 084 - RW - SR20 Cascade Trail - Phas			2,549.58	
3465	04/10/2024	Claims	2	201838	Ewing Irrigation Prod Inc.	7,177.34	
			101 - 576 80 48 001 - Riverfront			4,677.34	
			101 - 576 80 48 013 - Tesarik Park			2,500.00	
3466	04/10/2024	Claims	2	201839	Fastenal Company	1,249.72	
			412 - 537 80 31 000 - Operating Supplies			169.93	
			103 - 542 30 35 000 - Small Tools/Minor Equip			1,079.79	
3467	04/10/2024	Claims	2	201840	Ferguson US Holdings, Inc	1,026.59	
			401 - 535 50 48 060 - Maintenance Of Buildings			194.71	
			101 - 576 80 48 001 - Riverfront			831.88	
3468	04/10/2024	Claims	2	201841	GMP Consultants LLC	5,194.00	
			001 - 558 60 41 000 - Professional Services			5,194.00	
3469	04/10/2024	Claims	2	201842	Galls Parent Holdings, LLC	29.32	
			001 - 522 20 26 000 - Uniforms			29.32	
3470	04/10/2024	Claims	2	201843	Glen Gardner	3,616.34	
			501 - 594 21 64 501 - Equip & Vehicles - Police			1,808.17	
			501 - 594 21 64 501 - Equip & Vehicles - Police			1,808.17	
3471	04/10/2024	Claims	2	201844	Generator Services NW, LLC	811.99	
			101 - 576 80 48 026 - CS Library			811.99	
3472	04/10/2024	Claims	2	201845	Humane Society Of Skagit	698.00	
			001 - 521 20 41 021 - Humane Society			698.00	
3473	04/10/2024	Claims	2	201846	ICONIX Waterworks (US) Inc	1,123.48	
			401 - 535 50 48 010 - Maintenance Of Lines			1,123.48	
3474	04/10/2024	Claims	2	201847	Insight Direct USA, Inc.	1,648.55	
			001 - 594 18 64 001 - Network Hardware			1,648.55	
3475	04/10/2024	Claims	2	201848	Knox Associates	6,271.66	
			501 - 594 21 64 501 - Equip & Vehicles - Police			6,271.66	
3476	04/10/2024	Claims	2	201849	Kelly Kohnken	376.06	
			001 - 514 23 43 000 - Meals/Travel			376.06	
3477	04/10/2024	Claims	2	201850	L N Curtis & Sons	2,213.17	
			001 - 521 20 26 000 - Uniforms/Accessories			468.35	
			001 - 521 20 26 000 - Uniforms/Accessories			412.35	
			001 - 521 20 26 000 - Uniforms/Accessories			1,009.98	
			001 - 521 20 26 000 - Uniforms/Accessories			322.49	
3478	04/10/2024	Claims	2	201851	Lakeside Industries, Inc.	369.46	
			103 - 542 30 48 003 - Asphalt Materials			369.46	
3479	04/10/2024	Claims	2	201852	Lauts Inc dba Lautenbach Industries	2,395.60	
			412 - 537 60 47 015 - Construction Demolition Land			604.20	CDL byk Bucko & Faber
			412 - 537 60 47 015 - Construction Demolition Land			420.82	CDL BYK Trail
			412 - 537 60 47 015 - Construction Demolition Land			839.52	Faber & BYK Bucko
			412 - 537 60 47 015 - Construction Demolition Land			531.06	BYK Trail
3480	04/10/2024	Claims	2	201853	Lenz Enterprises, Inc	1,922.28	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			1,088.85	

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			412 - 537 60 47 021 - Curbside Yard Waste Disposal			833.43	
3481	04/10/2024	Claims	2	201854	Les Schwab Tire Center	1,632.52	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,632.52	
3482	04/10/2024	Claims	2	201855	Life Assist Inc.	155.93	
			001 - 522 21 31 000 - Operating Supplies - Medical			155.93	
3483	04/10/2024	Claims	2	201856	Loggers & Contractors	418.05	
			001 - 514 14 64 000 - ICA-Support Allocation			97.46	
			103 - 542 30 35 000 - Small Tools/Minor Equip			320.59	
3484	04/10/2024	Claims	2	201857	MRSC Rosters	275.00	
			001 - 595 10 49 000 - Dues/Memberships			275.00	
3485	04/10/2024	Claims	2	201858	Austin McCombs	400.00	
			001 - 521 20 26 000 - Uniforms/Accessories			400.00	
3486	04/10/2024	Claims	2	201859	Dan McIlraith	190.00	
			001 - 521 40 43 000 - Travel			190.00	
3487	04/10/2024	Claims	2	201860	McLoughlin & Eardley Corp	149.74	
			001 - 522 20 48 000 - Repairs/Maint-Equip			149.74	
3488	04/10/2024	Claims	2	201861	Serena Mynatt	376.06	
			001 - 514 23 43 000 - Meals/Travel			376.06	
3489	04/10/2024	Claims	2	201862	Walter E Nelson Co. of N. WA	1,456.87	
			101 - 576 80 31 001 - Operating Sup - Riverfront			114.83	
			101 - 576 80 31 005 - Operating Sup - Senior Ctr			1,342.04	
3490	04/10/2024	Claims	2	201863	North Hill Resources Inc	384.44	
			101 - 576 80 48 003 - Bingham Caretaker			384.44	
3491	04/10/2024	Claims	2	201864	Overton Safety Training, Inc	5,570.00	
			425 - 531 50 49 000 - Tuition/Training			642.69	
			401 - 535 80 49 030 - Misc-Tuition/Registration			1,713.84	
			412 - 537 80 49 015 - Training			1,713.86	
			103 - 542 30 49 030 - Misc-Tuition/Registration			642.69	
			101 - 576 80 49 000 - Misc-Tuition/Registration			856.92	
3492	04/10/2024	Claims	2	201865	P & P Excavating, LLC	21,133.01	
			401 - 535 50 48 010 - Maintenance Of Lines			21,133.01	
3493	04/10/2024	Claims	2	201866	PB Parent Holdco, LP dba	3,283.25	
			001 - 521 20 41 001 - Professional Services			481.53	
			001 - 522 20 48 000 - Repairs/Maint-Equip			264.98	
			401 - 535 50 48 000 - Maintenance Contracts			476.44	
			401 - 535 80 31 010 - Operating Supplies			245.44	
			102 - 536 20 31 000 - Office Supplies			82.54	
			102 - 536 20 48 040 - Repair/Maint-Equip & Bldg			125.97	
			412 - 537 80 31 000 - Operating Supplies			563.52	
			103 - 542 30 35 010 - Safety Equipment			540.28	
			101 - 576 80 31 006 - Operating Sup - City Hall			133.31	
			101 - 576 80 48 004 - Community Center			99.91	
			101 - 576 80 48 005 - Senior Center			99.91	
			101 - 576 80 48 016 - City Hall			169.42	
3494	04/10/2024	Claims	2	201867	Pape' Group, dba Pape' Machinery Inc.	168.63	
			401 - 535 50 48 050 - Maint Of General Equip			168.63	
3495	04/10/2024	Claims	2	201868	Kyle Pfluger	760.20	
			101 - 576 80 48 004 - Community Center			380.10	
			101 - 576 80 48 005 - Senior Center			380.10	
3496	04/10/2024	Claims	2	201869	Public Safety Testing, Inc	220.00	

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			001 - 521 20 41 001		Professional Services	220.00	
3497	04/10/2024	Claims	2	201870	Puget Sound Energy, Inc.	36,442.27	
			001 - 521 20 47 000		Public Utilities	175.57	
			001 - 521 20 47 000		Public Utilities	37.20	
			001 - 522 50 47 000		Public Utilities	695.64	
			425 - 531 50 47 000		Public Utilities	32.50	
			425 - 531 50 47 000		Public Utilities	92.14	
			401 - 535 80 47 000		Public Utilities	88.72	
			401 - 535 80 47 000		Public Utilities	205.63	
			401 - 535 80 47 000		Public Utilities	14,123.85	
			401 - 535 80 47 000		Public Utilities	40.05	
			401 - 535 80 47 000		Public Utilities	400.99	
			401 - 535 80 47 000		Public Utilities	116.91	
			401 - 535 80 47 000		Public Utilities	83.82	
			401 - 535 80 47 000		Public Utilities	272.15	
			401 - 535 80 47 000		Public Utilities	199.65	
			401 - 535 80 47 000		Public Utilities	294.18	
			401 - 535 80 47 000		Public Utilities	956.32	
			102 - 536 20 47 000		Public Utilities	86.77	
			412 - 537 80 47 000		Public Utilities	152.80	
			103 - 542 63 47 000		Public Utilities	11,649.77	
			103 - 542 63 47 000		Public Utilities	85.41	
			103 - 542 63 47 000		Public Utilities	100.07	
			103 - 542 63 47 000		Public Utilities	87.84	
			101 - 576 80 47 000		Riverfront	665.85	
			101 - 576 80 47 000		Riverfront	359.73	
			101 - 576 80 47 000		Riverfront	10.86	
			101 - 576 80 47 000		Riverfront	13.04	
			101 - 576 80 47 010		Community Center	499.66	
			101 - 576 80 47 020		Senior Center	429.52	
			101 - 576 80 47 030		Museum Apartments	12.22	
			101 - 576 80 47 030		Museum Apartments	7.97	
			101 - 576 80 47 030		Museum Apartments	14.61	
			101 - 576 80 47 040		Train	16.44	
			101 - 576 80 47 050		Hammer Square	189.83	
			101 - 576 80 47 051		Bingham / Memorial	94.77	
			101 - 576 80 47 051		Bingham / Memorial	258.78	
			101 - 576 80 47 052		Bingham Caretaker	297.76	
			101 - 576 80 47 053		Other Utilities	16.16	
			101 - 576 80 47 070		City Hall	3,549.48	
			104 - 595 20 63 082		RW Trail Road Extension	27.61	
3498	04/10/2024	Claims	2	201871	Quiring Monuments Inc	275.00	
			102 - 536 20 34 000		Liners	275.00	
3499	04/10/2024	Claims	2	201872	Red's Mobile 24-Hour Truck & Equip Repai	3,278.01	
			412 - 537 50 48 000		Repairs/maint-equip	2,226.76	Unit 520
			412 - 537 50 48 000		Repairs/maint-equip	478.93	Unit 522
			103 - 542 30 48 010		Repair/Maintenance-Equip	338.83	Unit 333
			101 - 576 80 48 021		Equipment	233.49	Unit 144
3500	04/10/2024	Claims	2	201873	Ricoh USA, Inc	740.36	
			001 - 521 20 41 001		Professional Services	370.18	
			001 - 522 20 45 000		Equipment Lease	370.18	
3501	04/10/2024	Claims	2	201874	SAR Enterprises, Inc.	3,550.87	
			501 - 594 21 64 501		Equip & Vehicles - Police	3,550.87	
3502	04/10/2024	Claims	2	201875	SBA Structures, LLC	609.29	
			001 - 591 28 70 001		Lease - SBA	304.65	
			401 - 591 28 70 401		Lease - SBA	304.64	
3503	04/10/2024	Claims	2	201876	Douglas Salyer	1,978.80	

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			001 - 521 20 27 000 - Retired Medical			1,978.80	
3504	04/10/2024	Claims	2	201877	Angelica Sanchez	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			1,000.00	
3505	04/10/2024	Claims	2	201878	Sedro-Woolley Auto Parts Inc	95.06	
			001 - 522 20 48 000 - Repairs/Maint-Equip			12.16	
			401 - 535 50 48 040 - Maintenance Of Vehicles			54.73	
			102 - 536 20 31 010 - Operating Supplies			18.42	
			102 - 536 20 31 010 - Operating Supplies			9.75	
3506	04/10/2024	Claims	2	201879	M.T. Gehring dba Sedro-Woolley Auto	1,735.12	
			001 - 521 20 48 010 - Repair & Maint - Auto			1,735.12	Veh 258
3507	04/10/2024	Claims	2	201880	Skagit 911	66,498.00	
			001 - 521 20 41 055 - 911 Contracted Services			61,607.00	
			001 - 522 20 41 020 - Central Dispatch			4,891.00	
3508	04/10/2024	Claims	2	201881	Skagit Cnty Treasurer	54,533.62	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/10			54,533.62	
3509	04/10/2024	Claims	2	201882	Skagit Farmers Supply	39.82	
			101 - 576 80 31 000 - Operating Sup - Tesarik Park			39.82	
3510	04/10/2024	Claims	2	201883	PNG Media LLC, dba Skagit Publishing	986.72	
			401 - 535 80 41 030 - Legal Publications			375.00	
			001 - 558 60 41 011 - Advertising Reimbuseable			236.72	
			101 - 576 80 41 001 - Advertising			375.00	
3511	04/10/2024	Claims	2	201884	Smarsh Inc.	26,395.68	
			001 - 518 80 41 000 - Professional Services			26,395.68	
3512	04/10/2024	Claims	2	201885	Stryker Sales Corp.	89.45	
			001 - 522 21 31 000 - Operating Supplies - Medical			89.45	
3513	04/10/2024	Claims	2	201886	Todhunter Brothers Glass Inc.	1,976.52	
			101 - 576 80 48 016 - City Hall			1,976.52	
3514	04/10/2024	Claims	2	201887	Heather Torset	114.49	
			001 - 342 60 00 000 - Fire Transport Fees			-114.49	
3515	04/10/2024	Claims	2	201888	John Green, dba Trimline Design	4,499.34	
			501 - 594 21 64 501 - Equip & Vehicles - Police			2,249.67	
			501 - 594 21 64 501 - Equip & Vehicles - Police			2,249.67	
3516	04/10/2024	Claims	2	201889	James Hawkings dba Turbo Trucking	560.00	
			105 - 592 72 80 105 - Interest On Interfund Loan			560.00	Ecology Block Hauling
3517	04/10/2024	Claims	2	201890	UniFirst Corp.	671.63	
			001 - 522 20 26 000 - Uniforms			357.49	
			001 - 522 20 26 000 - Uniforms			314.14	
3518	04/10/2024	Claims	2	201891	United Parcel Service, Inc.	310.20	
			001 - 521 20 41 001 - Professional Services			310.20	
3519	04/10/2024	Claims	2	201892	Joanna Uribe	249.31	
			001 - 521 20 28 000 - Employee Wellness			249.31	
3520	04/10/2024	Claims	2	201893	Wastequip, LLC	54,815.89	
			412 - 537 80 34 000 - Containers - Garbage			16,286.75	Container Roll-Offs
			412 - 537 80 34 000 - Containers - Garbage			20,257.17	Container Roll-Offs
			412 - 537 80 34 000 - Containers - Garbage			18,271.97	Container Roll-Offs

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3521	04/10/2024	Claims	2	201894	Woods Acquisition Corp	4.18	
			103 - 542 30 31 000		Operating Supplies	4.18	
3522	04/10/2024	Claims	2	201895	World Kinect Energy Services, dba	9,944.95	
			001 - 518 20 32 000		Auto Fuel	29.05	
			001 - 521 20 32 000		Auto Fuel	3,008.10	
			001 - 522 20 32 000		Auto Fuel/Diesel	1,997.28	
			425 - 531 50 32 000		Vehicle Fuel	130.84	
			425 - 531 50 32 000		Vehicle Fuel	78.40	
			425 - 531 50 32 000		Vehicle Fuel	48.79	
			401 - 535 80 32 000		Auto Fuel/Diesel	269.12	
			412 - 537 80 32 000		Auto Fuel/Diesel	114.66	Fuel for 514
			412 - 537 80 32 000		Auto Fuel/Diesel	1,798.15	
			412 - 537 80 32 000		Auto Fuel/Diesel	2,168.77	
			103 - 542 30 32 000		Auto Fuel/Diesel	301.79	
3523	04/10/2024	Claims	2	201896	Zachor, Stock & Krepps, Inc PS	8,840.00	
			001 - 515 41 41 001		Ext Legal-Prosecutor	8,840.00	
			001		Current Expense Fund	151,680.87	
			101		Parks & Facilities Fund	28,913.07	
			102		Cemetery Fund	776.24	
			103		Street Fund	15,783.66	
			104		Arterial Street Fund	16,443.49	
			105		Library Fund	560.00	
			114		Law Enforcement Sales Tax	54,533.62	
			401		Sewer Operations Fund	67,541.39	
			412		Solid Waste Operations Fund	72,080.78	
			425		Stormwater Operations	1,025.36	
			501		Equipment Replacement Fund	18,915.54	
						428,254.02	Claims:
					* Transaction Has Mixed Revenue And Expense Accounts	428,254.02	

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

Finance Director

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date



City Council Agenda Item

Agenda Item No.: e.6.

Date: April 10, 2024

From: Mark Freiburger, Director of Public Works

Subject: Cues Video Inspection Truck Surplus - Resolution 1144-24

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to sign Resolution No. 1144-24 declaring as surplus Unit 409 a 2004 Ford E-450 Cues video inspection truck, VIN 1FDXE45S94HA07078 and offer the item for sale to the highest bidder.

ISSUE:

Shall the City Council authorize Mayor Johnson to sign Resolution No. 1144-24 declaring as surplus Unit 409 a 2004 Ford E-450 Cues video inspection truck, VIN 1FDXE45S94HA07078 and offer the item for sale to the highest bidder?

BACKGROUND/SUMMARY INFORMATION:

The 2024 Equipment Repair & Replacement Fund (ERR) includes replacement of Unit 409, a 2004 Ford E-450 Cues video inspection truck with a new unit. The new unit has been received and is now in service as Unit 429. The ERR anticipates surplus and sale to the highest bidder of Unit 409. Funds from the sale will be credited to the ERR fund.

FISCAL IMPACT, IF APPROPRIATE:

Funds from the sale of Unit 409 will be credited to the ERR fund for future Sewer equipment purchases. The final amount of this sale is subject to results of the auction.

ATTACHMENTS:

1. Res 1144-24 Surplus Resolution Units 409 Cues Video Insp Truck

RESOLUTION NO. 1144-24

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

WHEREAS, the City has purchased the property and/or equipment identified herein; and

WHEREAS, the property and/or equipment identified is surplus to the needs of the City; now, therefore,

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:

PUBLIC WORKS DEPARTMENT:

Equipment:

Item	VIN/Serial #	Description	Prop #
Unit 409	1FAFP52U9XG2192881FDXE45S94HA07078	2004 Ford E-450	WWTP

Section 2. The Mayor is directed to sell or trade-in the surplus property for additional property or for the best available price in any manner he determines to be in the best interest of the City and execute any necessary paperwork to effectuate the transfer. For surplus property with little or no value, the Mayor is authorized to recycle or dispose of the property in an environmentally responsible manner with the least cost to the City.

PASSED by majority vote of the members of the Sedro-Woolley City Council this 10th day of April 2024.

MAYOR

ATTEST:

FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY



City Council Agenda Item

Agenda Item No.: e.7.

Date: April 10, 2024

From: Mark Freiburger, Director of Public Works

Subject: Change Order No. 1 - King County and Boulder Park Inc. - Boulder Park Project

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to sign Change Order No. 1 to Contract No. 21-0005 with Boulder Park Inc. and King County, known as the Boulder Park Project.

ISSUE:

Shall the City Council authorize Mayor Johnson to sign Change Order No. 1 to Contract No. 21-0005 with Boulder Park Inc. and King County, known as the Boulder Park Project?

BACKGROUND/SUMMARY INFORMATION:

In 2020, the City entered into an agreement with King County and Boulder Park Inc. to handle the biosolids that the city produces as a by-product of our wastewater treatment process. Biosolids are a valuable commodity recognized by the State of Washington and Ecology and supports and encourages beneficial use. The Boulder Park Project located in Douglas County, Washington is recognized as a beneficial use facility permitted by Ecology for the application of biosolids. Boulder Park Inc. and King County entered into a contract to jointly manage and operate the Boulder Park Project where the city has an interest in the project as a generator of biosolids products.

The fees charged for hauling the product, fuel, and tillage to meet vector reduction requirements is charged by the ton. The price per ton is adjusted annually by the consumer price index. Change Order No. 1 officially increases the original 2020 rate to the 2024 rate by contract. The current contract expires on December 31, 2024, known as the Boulder Park Project.

FISCAL IMPACT, IF APPROPRIATE:

Funds for this expenditure are funded by fund 401 under 535.80.35.020 Solids Handling.

ATTACHMENTS:

1. 2024_BPP_FINAL_SW-Boulder Park Contract_ChangeOrderNo.1

BOULDER PARK PROJECT BENEFICIAL USE FACILITY

Date: April 3, 2024
Change Order No. 1

Contract No: 21-0005

Contract Title: Biosolids Beneficial Use Services for the City of Sedro-Woolley at the Boulder Park Project

Description of Change: Pursuant to Section 9 of the Contract, modify Subsection 7.2, Fourth and Fifth Sentences, of Contract to increase the Base Unit Price \$6.12 per wet ton of biosolids. This Change Order No. 1 documents the City's approval for the Base Unit Price increase.

Reason for Change: The Base Unit Price increase is to account for rising transportation related costs incurred by Boulder Park Inc.'s (BPI) hauling subcontractor.

Cost Data:	<u>X</u>	Additive	<u>—</u>	Deductive	<u>—</u>	No Cost Change
	<u>—</u>	Unit Price	<u>—</u>	Lump Sum	<u>—</u>	Time and Expense

Changes to 4th and 5th sentences of Section 7.2 of the Contract shall be as follows:

...The Generator will pay BPI a Base Unit Price at the rate of **\$94.41** per wet ton (**2024 dollars**) for authorized materials accepted and/or services, satisfactorily performed, including the KC equipment use fee, as set forth in Attachment B. The Base Unit Price includes \$3.40 plus \$0.26 Tax [at Mansfield rate of 7.7%] for King County equipment, hereinafter called the "Equipment Use Fee", and **\$90.75** for BPI operations fee per wet ton (**2024 dollars**).

Contract Completion Date: December 31, 2024

All terms, conditions, specifications and requirements of the Contract and its prior change orders or amendments shall remain unchanged and in full effect, except as amended herein.

Accepted by:

CITY OF SEDRO-WOOLLEY

BOULDER PARK, INC.

Julia Johnson, Mayor Date

Leroy Thomsen, President Date

KING COUNTY

Kamuron Gurol Date
Director, Wastewater Treatment Division

Approved as to form only:

Verna Bromley Date
Sr. Deputy Prosecuting Attorney



City Council Agenda Item

Agenda Item No.: e.8.

Date: April 10, 2024

From: Leo Jacobs, Solid Waste Supervisor

Subject: Interlocal Agreement - Town of La Conner - Yard Waste Disposal

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to sign a new interlocal agreement with the Town of La Conner.

ISSUE:

Shall the City Council authorize Mayor Johnson to sign the attached interlocal agreement with the Town of La Conner for yard waste disposal services?

BACKGROUND/SUMMARY INFORMATION:

Our current contract with Lenz Enterprises for yard waste disposal has expired. Staff is exploring options for a new vendor to compost our yard waste. One such option is to contract with the Town of La Conner. Attached is a proposed interlocal agreement with the La Conner for the term of one year, valid from April 1, 2024, through April 1, 2025.

Our tipping rates have been increasing. Our current rate for yard waste disposal is now \$38.50. Our new tipping rate will be a flat rate for all our curbside yard waste. Based on our tonnage and the flat fee, it appears we will save close to \$10,000 per year by contracting with La Conner. This is based on an anticipated total cost of \$29,300.00 per year, to be paid in equal monthly installments.

Our rates will be locked in until April 1, 2025, at which point they will need to be re-evaluated based on the Consumer Price Index valid at that time.

We don't expect a customer rate increase at this time, apart from a possible CPI for 2025. We have been and continue to evaluate customer rates as an ongoing routine every year to keep up with increasing cost pressures.

Staff recommend signing the new interlocal agreement with the Town of La Conner.

FISCAL IMPACT, IF APPROPRIATE:

Implementation of the agreement with La Conner is projected to reduce yard waste disposal costs by \$10,000.00 based on 2023 total tonnages. This may offset a portion of the anticipated Skagit County increase in waste disposal costs.

ATTACHMENTS:

1. Sedro interlocal agreement final from Laconner 4-3-2024

INTERLOCAL AGREEMENT FOR DISPOSAL OF YARD WASTE BETWEEN THE TOWN OF LA CONNER AND THE CITY OF SEDRO-WOOLLEY

This Agreement is made on the 1 day of April **2024**, between Town of La Conner., a Washington municipal corporation, (“CONTRACTOR”), and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a municipal corporation of the State of Washington (hereinafter “CITY”).

WHEREAS, The CITY, as a result of providing sanitation operations to the City of Sedro-Woolley’s residents, has a need to dispose of yard waste; and

WHEREAS, CONTRACTOR will accept and process large quantities of yard waste at its facility;

NOW, THEREFORE, in consideration of the mutual obligations set forth below, the parties agree and will perform as follows:

1. **TERM.** The term shall be for a period of one (1) year, commencing on **April 1, 2024**, and terminating on **April 1, 2025**, unless sooner terminated pursuant to this Agreement. This Agreement may be extended for two additional, two-year periods upon mutual agreement of the parties. CITY shall neither have nor acquire any right, title, or interest, legal or equitable, in the premises except as acquired by this contract.
2. **LIAISON.** The CITY’S officer responsible for this Agreement is Leo Jacobs, its Solid Waste/Fleet Supervisor. The CONTRACTOR’S responsible person is the La Conner Wastewater Treatment Plant Operator.
3. **SCOPE OF WORK.** CONTRACTOR agrees to accept green waste, as defined below, for processing and to fully process in accordance with applicable laws, ordinances, and codes of the State, local and Federal governments at its facility in the Town of La Conner. CITY agrees to deliver green waste to CONTRACTOR at its facility. Such green waste will consist of woody material such as branches and non-woody material such as grass, leaves, plant trimmings, sod, vines, and the like. Some food wastes are included in the green wastes. Every reasonable effort will be made by CITY to ensure that non-acceptable material is removed prior to disposal. CITY agrees to have their drivers watch for sources of contamination in the green waste, especially from restaurants and grocery stores, so that the CITY can contact, educate and eliminate sources of contamination. CONTRACTOR shall be duly licensed, but shall not be required to obtain a City of Sedro-Woolley Business License.
4. **BILLING PROCEDURES.** CITY will pay the CONTRACTOR \$29,300.00 per year in equal monthly installments. CONTRACTOR will provide a monthly invoice to CITY’S Finance Department by the 10th of each month.

Payment shall be made through the CITY’S ordinary payment process and shall be considered timely if made within thirty [30] days of receipt of a properly completed invoice.

5. ANNUAL RATE ADJUSTMENTS.

The fee shall be adjusted annually based upon The Consumer Price Index for All Urban Consumers (CPI-U), for the Seattle-Tacoma-Bellevue metro area (April – April).

CONTRACTOR shall notify the City of the CPI adjustment to take.

Effect on the Adjustment Date and shall provide the City with its computations, therefore. Adjustments to the Base Rate shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year on- year, there shall be no CPI adjustment that year.

6. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof and shall be approved in the same manner as this Agreement.

7. ACCOUNTING AND AUDIT. CONTRACTOR agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records pertaining to this Agreement shall be made available to representatives of the CITY or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the CITY shall designate.

8. RELEASE/INDEMNITY/INSURANCE. CONTRACTOR does hereby release, indemnify, and promise to defend and save harmless CITY from and against any and all liability, loss, damage, expense, actions and claims (including without limitation costs and reasonable attorneys' fees incurred by CITY in defense thereof) asserted or arising directly or indirectly, on account of or out of the acts or omissions of CONTRACTOR and/or CONTRACTOR'S agents, servants, employees, contractors, guests, invitees, subtenants, or assigns in the exercise of the rights granted herein. These hold harmless provisions shall not be effective as to liability, loss or damage caused through the fault of CITY or any other agent, contractor, guest or invitee of CITY. CONTRACTOR will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Worker's Compensation Statutory Amount

B. Broad Form Comprehensive General Liability \$1,000,000

C. Automobile Liability \$500,000

CITY and CONTRACTOR specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

CITY shall remain a covered participant in the Cities Insurance Authority of Washington or similar municipal insurance pool for the duration of this contract.

In lieu of the insurance provisions set forth hereinabove, CONTRACTOR'S participation as a member in good standing with the Washington Cities Insurance Authority for the duration of this contract is acceptable.

The CITY hereby disclaims any warranty or representation as to the inclusion of any herbicides, pesticides, fertilizers, and similar chemicals typically utilized in residential applications, provided that this clause applies only to the extent that such pesticides, herbicides, fertilizers, and similar chemicals are latent; this clause shall not apply to such chemicals that are obvious and apparent and exist in a fashion not normally utilized for residential purposes and the CITY has actual knowledge of such chemicals.

9. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

10. NOTICES. Notices given under this contract shall be given as follows:

If to CITY,
325 Metcalf Street, Sedro-Woolley, WA 98284;

if to CONTRACTOR:
ATTN: Town Administrator
P.O. Box 400
La Conner, WA 98257 .

Notices shall be deemed effective, if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices shall be given by giving notice as herein provided.

11. DEFAULT. Should either party hereto believe the other has defaulted in any their obligations under this contract or shall violate any term or provision of this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination CONTRACTOR shall be paid actual costs incurred by CONTRACTOR in performing the project work to the date of termination.

12. SUSPENSION/TERMINATION. Either party may suspend or terminate this Agreement upon giving the other party 90-day notice. Written notice must be supplied to the parties at the addresses contained in paragraph 9.

13. LIABILITY NOT DISCHARGED. The expiration or earlier termination of this contract shall not release or discharge either party from any liability or obligation with respect to any matter occurring prior to or upon such expiration or termination.

14. VENUE STIPULATION. This Agreement has been made and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any

action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court.

15. ATTORNEY'S FEES. In the event that any suit or action is instituted to enforce this contract, or to make any claim arising hereunder, the prevailing party shall be entitled to an award for its costs and reasonable attorney fees.

16. STATUS OF CONTRACTOR. Neither CONTRACTOR nor personnel employed by CONTRACTOR shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of CITY for any purpose other than as specified herein. CONTRACTOR shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, CONTRACTOR represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

17. NONWAIVER. No failure of CONTRACTOR to insist upon the strict performance of any provision of this contract shall be construed as depriving the CITY of the right to insist on strict performance of such provision or any other provision of the future. No waiver by CITY of any provision of this contract shall be deemed to have been made unless expressed in writing and signed by CONTRACTOR. No acceptance of rent or any other payment by CONTRACTOR from CITY after any default by CITY shall constitute a waiver of any such default or any other default. Consent by CONTRACTOR in any one instance shall not dispense with the necessity of consent by CONTRACTOR in any other instance.

18. ENTIRE AGREEMENT. This contract contains the entire and integrated agreement of the parties and may not be modified or amended except in writing signed by the parties.

19. AUTHORITY/BINDING AGREEMENT. Each person signing this contract on behalf of CONTRACTOR warrants respectively that:

- a) All corporate or other actions necessary for the authorization, execution, delivery, and performance of this contract has been duly taken.
- b) Such person is fully authorized to sign this contract, and
- c) This contract has been duly authorized, executed, and delivered and is the legal, valid, and binding agreement of the party on whose behalf such person has signed the contract.

20. GOVERNING LAW. This agreement is made subject to, and shall be construed in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the _____ day of _____ 2024.

TOWN OF LA CONNER

Marna Hanneman, Mayor

Finance Director

Approved as to form:

Town Attorney, WSBA #23079

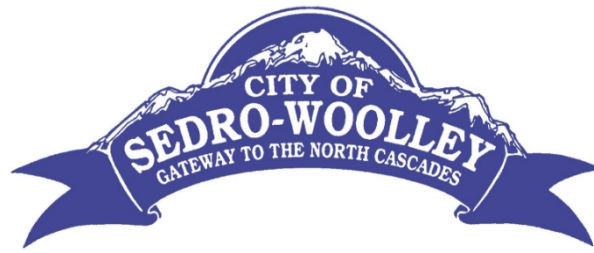
CITY OF SEDRO-WOOLLEY

BY: _____
JULIA JOHNSON, Mayor

ATTEST: _____
Kelley Kohnken, Finance Director

Approved as to form:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: e.9.

Date: April 10, 2024

From: Mark Freiburger, Director of Public Works

Subject: Agreement C20200613 Amendment - Skagit County - Mutual Assistance

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to sign Amendment #1 to Interlocal Agreement No. C20200613 with Skagit County.

ISSUE:

Shall the City Council authorize Mayor Johnson to sign Amendment #1 to Interlocal Agreement No. C20200613 with Skagit County?

BACKGROUND/SUMMARY INFORMATION:

In 2020, the City signed a mutual assistance Interlocal Agreement No. C20200613 with Skagit County for the purpose of providing mutual assistance on minor projects and services for the other party. The current agreement expires 12/31/2025. This assistance includes chip sealing, striping, road maintenance, vegetation management and materials, sand, salt, and traffic signs. With these mutual services, an administrative fee is charged to cover overhead costs for accounting, billing and administrative services. Currently, the agreement states a 9% administrative fee will be added to the total cost. The county has audited their billing systems and determined that the existing 9% fee does not cover their admin costs. As a result, they are proposing to increase the administrative fee to 15%.

Our option is to handle these work items utilizing outside contractors. In fact, the county would prefer that we do so where possible, and originally declined to perform the 2024 Chip Seal project for the city. After discussions, including pointing out that they did not complete the previously scheduled work for 2023 that we then deferred to 2024, the county relented on condition of the increase in the admin fee.

The 2024 Chip Seal project is estimated at \$50,000, with another anticipated \$5,000 for sign shop work and \$5,000 for miscellaneous striping. The increase in the admin fee will add approximately \$3,600 to the 2024 cost. We can cover the added cost within the 2024 Fund 103 budget by adjusting quantities and/or other work items as needed.

Public Works Operations Supervisor Nathan Salseina sought alternative pricing through the available chip sealing contractor, and determined that the price to contract the work would be on the order of \$120,000 for the same work the county will do for approximately \$50,000.

We have already scheduled the work for 2024 with the county, subject to approval of the higher admin fee. To not move forward with the county will result in a delay in the project and a significant decrease in the amount of seal work to be done with budgeted funds.

The city occasionally does work for the county that includes a 9% administrative fee over the actual cost. We will review our own costs and adjust this accordingly.

FISCAL IMPACT, IF APPROPRIATE:

The administrative fee increase of approximately \$3,600 will be covered by adjusting work items within the existing Fund 103 and 104 Budget for corresponding materials and service.

ATTACHMENTS:

1. CONTRACT AMENDMENT #1

AMENDMENT #1
ORIGINAL AGREEMENT # C20200613

City of Sedro Woolley, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20200613, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT: This amendment shall replace language in #4.1 – 4.2 to reflect an increase in overhead costs for both parties.

4.1 County may perform work, provide materials, and/or provide the use of County's equipment (to be operated by a County operator), for work on City of Sedro-Woolley's facilities upon their request and acceptance by County, to be reimbursed by City of Sedro-Woolley to County at the actual cost incurred by County for said work, materials, use of County's equipment, and wages for County's operator[s] provided by County to operate the equipment; and, in addition thereto, **fifteen percent (15%)** of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that County shall submit to City of Sedro Woolley a certified statement of the costs, and within thirty (30) days thereafter, City of Sedro Woolley shall pay to County the amount of said statement. Upon the request of City of Sedro Woolley, County shall provide adequate supporting documentation for any and all amounts billed to City of Sedro-Woolley by County pursuant to the terms of this Agreement.

4.2 City of Sedro-Woolley may perform work, provide materials, and/or provide the use of City of Sedro-Woolley's equipment (to be operated by the City of Sedro-Woolley's operator), for work on County's facilities upon their request and acceptance by City of Sedro-Woolley, to be reimbursed by County to the City of Sedro-Woolley at the actual cost incurred by City of Sedro-Woolley for said work, materials, use of City of Sedro-Woolley's equipment, and wages for City of Sedro-Woolley's operator[s] provided by City of Sedro Woolley to operate the equipment; and, in addition thereto, **fifteen percent (15%)** of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that City of Sedro-Woolley shall submit to County a certified statement of the costs, and within thirty (30) days thereafter, County shall pay to City of Sedro-Woolley the amount of said statement. Upon the request of County, City of Sedro-Woolley shall provide adequate supporting documentation for any and all amounts billed to County by City of Sedro-Woolley pursuant to the terms of this Agreement.

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

Date: _____, 2024.

CITY OF SEDRO-WOOLLEY

Signature of Authorized Signatory

Print name

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. #. _____

DATED this ____ day of _____, 2024.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

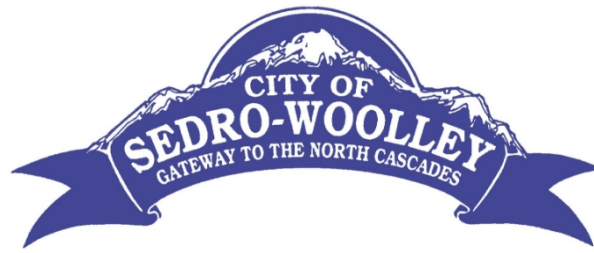
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Item

Agenda Item No.: e.10.

Date: April 10, 2024

From: Mark Freiburger, Director of Public Works

Subject: Professional Service Agreement No. 2021-PS-06 Amendment - Transportation Solutions Inc. - On-Call Traffic Modeling

RECOMMENDED ACTION:

Motion to authorize Mark Freiburger, PE, Director of Public Works to sign Amendment No. 5 to Professional Services Agreement No. 2021-PS-06 with TSI increasing the NTE amount of the agreement to \$150,000 and adopting TSI's 2024 rates.

ISSUE:

Shall the City Council authorize Mark Freiburger, PE, Director of Public Works to sign Amendment No. 5 to Professional Services Agreement No. 2021-PS-06 with TSI increasing the NTE amount of the agreement to \$150,000 and adopting TSI's 2024 rates?

BACKGROUND/SUMMARY INFORMATION:

The city entered into a professional service agreement in 2021 with Transportation Solutions Inc. of Woodinville, WA for on-call traffic modeling as assigned by task order. Since 2021, four amendments have been issued adopting their current years rates, extending the term of the agreement, and increasing the not-to-exceed amount to \$45,000. Prior task orders 1 through 8, all complete, expended \$39,571.98. The prior tasks included grant support and annual updates to the Transportation Impact Fee element of the Master Fee Schedule.

Task Order 9 issued on 12/20/2023 added \$9,250 for completion of traffic counts to support the 2024 update of the Transportation Element of the Comprehensive Plan. Task Order 10 issued on 2/29/2024 added \$79,442 for the actual work to update the Transportation Element of the Comprehensive Plan. On 2/28/24, Council authorized the issuance of Task Order 10. That memo indicated that a future budget amendment would add \$90,000 to the 2024 budget for Fund 104 Arterial Streets to cover the cost of Task Orders 9 and 10.

Task Order 11 issued on 3/26/24 will provide grant support for a proposed "Safe Roads for All" grant application due on 5/16/2024. With Task Orders 9 through 11, the expected total for the agreement increases to \$132,921.98. This Amendment to the Agreement increases the Not to Exceed amount to \$150,000, which will allow \$17,058 for additional tasks yet to be determined through the end of 2024. It is anticipated that a new agreement with TSI will be issued in 2025.

FISCAL IMPACT, IF APPROPRIATE:

Funding for prior expenditures for Task Orders 1-8 has been per Task Order, and generally per the Fund 104 Arterial Street Fund budget. Task Orders 9 and 10 will be funded by Fund 104 REET funds totaling \$90,000 per a pending budget amendment for Fund 104 Transportation Plan Update, under SBX code 544.40.41.000.104. Task Order 11 will be funded from Fund 001 Engineering Services budgeted at \$15,000 under SBX code 595.10.41.000.001.

ATTACHMENTS:

1. 2021-PS-06 TSI AMD 5 NTE and 2024 Rates



AMENDMENT NO. 5

To the PROFESSIONAL SERVICES AGREEMENT No. **2021-PS-06**
Dated January 11, 2021
Between The City of Sedro-Woolley
And Transportation Solutions Inc.

This Amendment revises the above contract as follows:

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 Consultant under this Agreement exceed **\$150,000.00** 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 (2021 rates), Exhibit B-1 (2022 rates), Exhibit B-2 (2023 Rates) and Exhibit B-3 (2024 Rates)**. 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.

All other terms and conditions remain as per the original agreement.

DATED this 11th day of April 2024

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mark Freiburger
Director of Public Works

CONTRACTOR:
Transportation Solutions Inc.

By: _____

EXHIBIT B-3

Transportation Solutions, Inc.

2024

HOURLY BILLING RATES

Name	Title	Classification	Hourly Billing Rate
Victor L. Salemann	President	Engineer VIII	\$319.00
Kirk Harris	Principal	Engineer VIII	\$302.00
Steve Diebol	Sr. Trans Engineer	Engineer VI	\$256.00
Jeffrey P.K. Hee	Sr. Trans Engineer	Engineer V	\$225.00
Andrew L. Bratlien	Sr. Trans Engineer	Engineer V	\$225.00
Michelle L. Mach	Sr. Trans Engineer	Engineer V	\$225.00
Mike Schaefer	Sr. Engineering Tech	Drafting Technician 3	\$187.00
Eric Jackson	Sr. Engineering Tech	Drafting Technician 3	\$154.00
Daniel Hodun	Engineer II	Engineer II	\$124.00
Jennifer Salemann	Planner IV	Planner IV	\$164.00
Jill Berberich	Office Manager	Administrative Assistant 5	\$175.00

EXPENSES

Reimbursable Expenses	No Markup
Sub-consultant invoices	No Markup

Billing rates are subject to change during the year to reflect staff changes.



City Council Agenda Item

Agenda Item No.: e.11.

Date: April 10, 2024

From: Mark Freiburger, Director of Public Works

Subject: Sole Source and Award for WWTP Clarifier Repair - Resolution 1145-24

RECOMMENDED ACTION:

Authorize Mayor Johnson to sign Resolution 1145-24 waiving competitive bidding requirements and Public Works Agreement 2024-PW-24 awarding WWTP clarifier repairs to PumpTech LLC of Bellevue, WA for the amount of \$152,633.68.

ISSUE:

Should the City Council authorize Mayor Johnson to sign Resolution 1145-24 waiving competitive bidding requirements and Public Works Agreement 2024-PW-24 awarding WWTP clarifier repairs to PumpTech LLC of Bellevue, WA for the amount of \$152,633.68?

BACKGROUND/SUMMARY INFORMATION:

The Waste Water Treatment Plant has asked the city to ratify the purchase and installation of replacement parts for the Clarifier 2 gearbox. The existing gearbox has failed and taken Clarifier 2 out of service. This leaves the plant to rely on Clarifier 1 alone. During high water events, this may result in failure to fully treat the wastewater stream, resulting in a possible permit violation. It is thus vital to get the replacement work done as expeditiously as possible. The parts replacement quotes 16 to 18 weeks for delivery from placement of order.

The original parts were manufactured by Amwell of North Aurora, IL and their authorized Western Washington representative for parts and installation is PumpTech LLc of Bellevue, WA.

FISCAL IMPACT, IF APPROPRIATE:

Funding to support this project is budgeted in the 2024 Budget, WWTP fund 401, SBX code 594.35.64.401 Machinery & Equipment, budgeted at \$230,000. Previous expenditures authorized from this account total \$94,000 for the Plant Water Building HVAC Upgrade and \$19,407.38 for replacement of the RAS Pump Impellers, leaving \$116,593 available for this contract. Additional machinery and equipment expenditures may occur. As a result, we anticipate that this line item will exceed budget due to this purchase. However, the overall Fund 401 Budget includes SBX code 594.35.63.010.401 Other Improvements budgeted at \$1,690,000. We have deferred the Collection System project included in this line until 2025, leaving more than sufficient budget available for this vital repair contract.

ATTACHMENTS:

1. Res 1145-24 Sole Source Amwell Gearbox
2. Washington Sole-Property-OEM Letter
3. 2024-PW-24 PumpTech LLC PW Agreement

Resolution No. 1145-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF REPLACEMENT PARTS FOR WASTEWATER TREATMENT PLANT (WWTP) CLARIFIER 2 (TWO) GEARBOX AND LABOR TO REMOVE OLD AND INSTALL NEW GEAR AS PROVIDED BY AMWELL, WHOSE WEST COAST REPRESENTATIVE FOR PARTS AND INSTALLATION IS PUMPTECH LLC, FOR THE PURPOSE OF REPLACING FAILED AND FAILING EQUIPMENT AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, in Smith v. Seattle, 192 Wn.2d 64, 72 P.2d 588 (1937), the Washington Supreme Court held that cities have the right to specify a particular brand of article for purchase by public contract, even where such article is held in a monopoly by a single supplier; and

WHEREAS, the Sedro-Woolley Wastewater Treatment Division has requested that the City Council ratify the purchase of replacement parts for the Clarifier 2 gearbox as provided by Amwell, whose west coast representative for parts and installation is PumpTech LLC, at the Wastewater Treatment Plant; and

WHEREAS, the existing gear box has been rebuilt prior and has failed and is currently out of service due to parts wear, such parts are provided by the original manufacturer Amwell, and require replacement, and

WHEREAS there is only one source of supply for the replacement parts for this equipment, from Amwell. of North Aurora, IL; whose west coast representative for parts and installation is PumpTech LLC, and

WHEREAS, RCW 35.23.352(9), as amended by chapter 120, laws of 1987, authorizes the City Council to waive competitive bidding requirements for purchasing when the purchase is clearly and legitimately limited to a single source of supply in the near vicinity.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the replacement parts for the WWTP clarifier 2 gearbox is clearly and legitimately limited to a single source of supply and that the sole source of supply is Amwell of North Aurora, IL, whose west coast representative for parts and installation is PumpTech LLC of Bellevue, WA.

Section 2. Based upon the preceding legislative findings, the competitive bidding requirements for the City of Sedro-Woolley are hereby waived and the Sedro-Woolley Wastewater

Department is authorized to contract for purchase replacement parts and installation for the Clarifier 2 Gearbox as provided by Amwell and installed by PumpTech LLC.

Section 3. This resolution shall take effect immediately upon passage.

RESOLVED this 10th day of April 2024 and signed in authentication of its passage this 11th day of April 2024.

MAYOR

ATTEST:

FINANCE DIRECTOR

APPROVED AS TO FORM:

CITY ATTORNEY

April 5, 2024

Re: AMWELL – Washington Sole Source Letter

To whom it may concern;

Please be advised that **AMWELL – A Division of McNish Corporation** is the OEM (Original Equipment Manufacturer) of the above referenced equipment.

All manufacturing drawings, bills of materials, engineering designs are the sole property of AMWELL.

Replacement parts, design upgrades or total refurbishment are obtainable solely through PumpTech whom is the local AMWELL authorized representative.

Please feel free if you have any additional questions.

Kind regards,

AMWELL -A Division of McNish Corporation

Kelly Pierce
President

Direct Phone: 630-264-3900
kpierce@amwell-inc.com



SMALL PUBLIC WORKS AGREEMENT NO. 2024-PW-24 (For Projects Under \$350,000)

THIS SMALL PUBLIC WORKS AGREEMENT ("Contract") is made and entered into this _____ day of _____, 20____, by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and **PumpTech LLC**, a Washington LLC ("Contractor")

WHEREAS, the City desires to accomplish certain public works entitled **WWTP Clarifier 2 Repair Amwell Drive** ("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 **WWTP Clarifier 2 Repair Amwell Drive** ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

The Project shall be completed no later than **September 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 **\$152,633.68** (One hundred fifty-two thousand six hundred thirty-three dollars and 68/100) 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, 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 **Ralph Kennedy, Acting WWTP Supervisor**, and shall be administered for the Contractor by the Contractor's Contract Representative, **Kirk Jackson / Ronnie Basinger**. 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:

PumpTech LLC
12020 SE 32nd Street Suite 2
Bellevue, WA 98005
Telephone Number: 425-644-8501

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

PumpTech LLC

By _____
Mayor

By _____

Approved as to form:

Attest:

Nikki Thompson, City Attorney

Finance Director

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

City

Contractor

ATTACHMENTS:

- Retainage Investment Option
- Contractors Sales Quotation # 0182023 dated 3/06/2024.

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



PumpTech, LLC
12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 425-644-8501
Fax: 425-562-9213
kjackson@pumptechnw.com

Page: 1

Sales Quotation

TO: AP
Sedro Woolley, City of
325 Metcalf St
*****Email invoice:
ap@ci.sedro-woolley.wa.us
Sedro Woolley, WA 98284

Salesperson: Kirk Jackson / Ronnie Basinger
Lead Time: 16-18 Weeks ARO
FOB:
Ship Via: PUMPTECH TRUCK
Project Name: WWTP Clarifier Repair Amwell Drive

Quote #: 0182030
Date: 3/6/2024
Expires: 4/5/2024

Item		Price	Qty	Extend
Amwell Drive	42H6T DRIVE, REPLACEMENT	110216.67	1.00	110,216.67
Crane Crew	Labor to remove old gear drive and install new gear drive; Includes travel to and from site	30330.00	1.00	30,330.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal	140,546.67
Freight:	0.00
Sales Tax:	12,087.01
Total - Check/Cash:	152,633.68
Total - Card:	157,594.27



FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgment by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)



City Council Agenda Item

Agenda Item No.: f.1.

Date: April 10, 2024

From: Julia Johnson, Mayor

Subject: Skagit Valley Tulip Festival Executive Director Nicole Roozen - 2024 Tulip Festival Poster

RECOMMENDED ACTION:

Presentation, no recommended action

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Skagit Valley Tulip Festival Executive Director Nicole Roozen will be presenting the 2024 Tulip Festival poster.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.2.

Date: April 10, 2024

From: Frank Wagner, Fire Chief

Subject: Oath of Office and Badge Pinning - Sedro-Woolley Firefighter Paramedic John Gossom

RECOMMENDED ACTION:

Oath of Office for Firefighter Paramedic John Gossom

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: g.1.

Date: April 10, 2024

From: Mark Freiburger, Director of Public Works

Subject: Public Works Update - Intersections and Field Work

RECOMMENDED ACTION:

N/A

ISSUE:

Follow-up to previous public comments at City Council meetings.

BACKGROUND/SUMMARY INFORMATION:

N/A

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: g.2.

Date: April 10, 2024

From: Charlie Bush, City Administrator

Subject: Community Development Grant Program Update

RECOMMENDED ACTION:

N/A

ISSUE:

N/A

BACKGROUND/SUMMARY INFORMATION:

N/A

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: 1.1.

Date: April 10, 2024

From: Nicole McGowan, Planner

Subject: Amendments to Chapter 16.04 SWMC Shadow Platting - Ordinance 2070-24 -
2nd Read, Action Requested

RECOMMENDED ACTION:

Move to adopt the Planning Commission recommended amendments to SWMC 16.04.030 to add a definition for "shadow plat" and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre.

ISSUE:

Should the City Council adopt the recommended amendments to SWMC 16.04.030 to add a definition for "shadow plat" and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre, modeled after Mount Vernon's code language?

BACKGROUND/SUMMARY INFORMATION:

Several Sedro-Woolley residents have requested to perform short subdivisions of larger properties, typically greater than one acre in size. Most often, their goal is to section off one or two lots for their own ownership and then sell the remaining portion of the property, or a similar request. However, due to the minimum density requirement of four dwelling units per acre found in the subdivision regulations (Chapter 16.04 SWMC), such subdivisions are not possible.

The Washington State Growth Management Act (GMA) has the minimum residential density of four dwelling units per acre framework in place to guide jurisdictions toward reducing urban sprawl. However, cities may exercise discretion in how they achieve reduction of urban sprawl per the GMA while also accommodating for local needs. It is important that cities comply with the requirements of the GMA, so we cannot dispose of the minimum density requirement of four dwelling units per acre for subdivisions. However, staff finds that shadow platting is an option Sedro-Woolley can use to allow for short subdivisions of larger properties while still remaining in compliance with the GMA, as it allows for gradual satisfaction of the 4 units per acre minimum density. The city of Mount Vernon already uses shadow platting in this way and the recommended amendments to Chapter 16.04 SWMC are modeled off their code language.

The Planning Commission held a public hearing on this matter at the February 20, 2024 Planning Commission meeting. The recommendation was made that the City Council approve the amendments to

SWMC 16.04.030 to add a definition for "shadow plat" and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre. The amendments as recommended by the Planning Commission are in the attached proposed Ordinance 2070-24 (**Attachment 1**).

The *Planning Commission Findings of Fact, Conclusions and Recommendation* (**Attachment 2**) include 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. Ordinance 2070-24 - Shadow Platting
2. PC Findings and Recmdn - Shadow Platting

ORDINANCE NO. 2070-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 16.04 SWMC TO ADD A DEFINITION FOR “SHADOW PLAT” AND TO INCLUDE SHADOW PLATTING AS A METHOD OF EVENTUALLY SATISFYING THE MINIMUM DENSITY REQUIREMENT OF FOUR DWELLING UNITS PER ACRE

WHEREAS, several Sedro-Woolley residents have requested to perform short subdivisions of larger properties, typically greater than one acre in size. Most often, the goal is to section off one or two lots for personal ownership and sell the remaining property. However, due to the minimum density requirement of four dwelling units per acre found in the subdivision regulations (Chapter 16.04 SWMC), subdivision in this manner is not possible; and

WHEREAS, the Washington State Growth Management Act (GMA) requires that every city plan to reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. The minimum residential density of four units per acre was put in place as a framework by the Growth Management Hearings Board to guide jurisdictions to that end. However, cities do have the ability to exercise discretion in how they achieve reduction of urban sprawl per the GMA while also accommodating local needs; and

WHEREAS, the Planning Commission reviewed and discussed this matter at the November 20, December 19, 2023 and February 20, 2024 Planning Commission meetings; and

WHEREAS, at the November 20, 2023 Planning Commission meeting, planning staff and the Planning Commission discussed different methods other jurisdictions have used to develop under the minimum density requirement of the GMA. Particular interest was shown in how the City of Mount Vernon has achieved gradual satisfaction of the minimum density requirement through shadow platting. The consensus was that this would also be a useful tool for the Sedro-Woolley community to use for gradual and well-planned development of its larger properties. Planning staff was tasked with drafting regulations to present at the next meeting; and

WHEREAS, at the December 19, 2023 Planning Commission meeting, planning staff presented draft regulations to the Planning Commission, modeled after Mount Vernon’s code language. The regulations are written to allow applicants to use shadow platting to satisfy the minimum density requirement of four dwelling units per acre over time if they can demonstrate that future development would allow for the eventual satisfaction of that minimum density requirement. The Planning Commission was satisfied with the draft regulations as they were written and tasked planning staff with preparing for a public hearing at the next meeting; and

WHEREAS, the Planning Commission held a public hearing on this matter during the February 20, 2024 Planning Commission meeting. At that meeting, the Commission reviewed the draft amendments and, following the public hearing, recommended that the City Council adopt amendments to Chapter 16.04 SWMC to add a definition for “shadow plat” and to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre; 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 16.04 SWMC General Provisions is hereby amended as follows:

[...]

16.04.030 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

A. "Subdivision" is the division or redivision of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in subsection F of this section.

B. "Plat" is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.

C. "Dedication" is the deliberate appropriation of land by an owner for any general and public uses reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat or short plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat for filing by the appropriate governmental unit.

D. "Preliminary plat" is a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

E. "Final plat" is the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and in local regulations adopted under this chapter.

F. "Short subdivision" is the division or redivision of land into four or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.

G. "Binding site plan" means a drawing to a scale specified by local ordinance which: (a) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; (b) contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city in approving the site plan; and (c) contains provisions making any development be in conformity with the site plan.

H. "Short plat" is the map or representation of a short subdivision.

I. “Lot” is a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.

J. “Block” is a group of lots, tracts, or parcels within well defined and fixed boundaries.

K. “Code” is the Sedro-Woolley Municipal Code.

L. “City engineer” is the Sedro-Woolley director of public works.

M. “Director” is the Sedro-Woolley planning director.

N. “Hearing body” is the decision making body specified in Chapter [2.90](#), unless otherwise specified herein.

O. “Shadow plat” is the non-binding map or representation demonstrating that a property is capable of future subdivision according to current development regulations at minimum residential density.

16.04.040 Compliance with state law and land use code.

Every division of land shall comply with the provisions of state law and the provisions of this title. They shall conform to the comprehensive plan and all zoning regulations, in effect at the time any preliminary plat is approved. Lots shall be of a size and dimension and have access and infrastructure adequate to satisfy the requirements of this title and Sedro-Woolley Municipal Code Titles [13](#), [15](#) and [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.050 Effect of noncompliance.

No building permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of state law or this subtitle, unless the director finds that the public interest will not be adversely affected by the decision. (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.060 Minimum and maximum residential density.

A. A subdivision, short plat, binding site plan, or planned residential development, solely for residential purposes, shall have an average net density, as defined in Section [17.04.030](#), for the entire development of not under four units per acre.

B. A variance from this requirement may be granted by the hearing body through the subdivision approval process to accommodate site constraints which make development at the required minimum density impractical or inconsistent with the purposes of this chapter.

C. Factors which may warrant a density reduction, include, but are not limited to:

1. Critical areas in excess of twenty percent of the site;
2. Stormwater management;
3. Significant wildlife corridors; and utility corridors.

D. As a condition of granting a density reduction, the applicant must demonstrate that the minimum density cannot be achieved by clustering the housing on the buildable portions of the site.

E. Shadow platting may be used to satisfy the minimum density requirements if the applicant can demonstrate that the proposed techniques would allow the eventual satisfaction of minimum density requirements through future development. The applicant must demonstrate that the current and proposed development will not preclude the provision of adequate access and infrastructure necessary for future development. A property owner subdividing property shall submit to the city a shadow plat with the subdivision application materials demonstrating that said property is capable of further subdivision according to current development regulations at minimum residential density. The submitted shadow plat need only identify proposed rights-of-way and lot sizes yielding the required density. Said shadow plat is non-binding and need not be recorded, provided that any proposal seeking to further develop the property in a manner which differs from the original shadow plat shall demonstrate that said development accommodates appropriate rights-of-way and continues to yield the minimum residential density required. Amending a shadow plat shall be an administrative process.

~~FE.~~ Maximum housing density is set in each zoning designation, in Title [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

[...]

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 16.04 SWMC TO ADD A
DEFINITION FOR “SHADOW PLAT”
AND TO ALLOW SHADOW
PLATTING AS A METHOD OF
SATISFYING THE MINIMUM
DENSITY REQUIREMENT OF 4
DWELLING UNITS PER ACRE**

**PROPOSED AMENDMENTS TO
CHAPTER 16.04 SWMC TO ADD A
DEFINITION FOR “SHADOW
PLAT” AND TO ALLOW SHADOW
PLATTING AS A METHOD OF
SATISFYING THE MINIMUM
DENSITY REQUIREMENT OF 4
DWELLING UNITS PER ACRE -
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, February 20, 2024** 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 16.04 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, February 20, 2024
Proponent:	City of Sedro-Woolley

Description of proposal

Proposed are amendments to SWMC 16.04.030 to add a definition for “shadow plat” and SWMC 16.04.060 to include shadow platting as a method of eventually satisfying the minimum density requirement of four dwelling units per acre, modeled after Mount Vernon’s code language.

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. Several Sedro-Woolley residents have requested to perform short subdivisions of larger properties, typically greater than an acre in size, with the goal of sectioning off one or two lots for their own ownership and then selling the remaining property. However, due to the existing minimum density requirement of four units per acre in the subdivision regulations under Chapter 16.04 SWMC, this is not possible.
3. The Planning Commission reviewed this matter at the November 20, December 19, 2023 and February 20, 2024 Planning Commission meetings.
4. At the November 20, 2023 Planning Commission meeting, planning staff and the commission discussed possible options of allowing for subdivision under four units per acre while still remaining in compliance with the Washington State Growth Management Act (GMA). The commission expressed interest in implementing Shadow Platting and tasked staff with preparing draft amendments to the subdivision code for review at the next meeting.
5. At the December 19, 2023 Planning Commission meeting, planning staff presented a draft of amendments to Chapter 16.04 SWMC which would add a definition for “Shadow Plat” as well as allow shadow platting as a method applicants could use to satisfy the minimum density requirement of four dwelling units per acre. Modeled after Mount Vernon, Washington’s code language, shadow platting may be used to satisfy the minimum density requirements if the applicant can demonstrate that future development would allow for the eventual satisfaction of minimum density requirements. The applicant must submit a shadow plat that shows the current and proposed development will not preclude the provision of adequate access and infrastructure for future development and shows the subject property is capable of further subdivision at a density of four dwelling units per acre according to current development regulations. Shadow plats are not binding as they are not recorded documents, provided that any proposal seeking to further develop the subject property in a manner which differs from the original shadow plat shall demonstrate that said revised development proposal accommodates appropriate rights-of-way and continues to yield a density of four dwelling units per acre. The Planning Commission was satisfied with the amendments as they were written and tasked planning staff with preparing for a public hearing at the next meeting.
6. A notice was posted on the city website and published in the legal notices section of the January 5, 2024 Skagit Valley Herald, notifying the public of a public hearing scheduled for January 16, 2024. In said notice, a deadline for written comments was set for January 16, 2024 at 4:30 PM. Though the January 16, 2024 Planning Commission meeting was cancelled, the Planning Department did receive one written comment from Brandon and Jennifer Lilgreen (residents of 539 F and S Grade Road) on January 14, 2024. The Lilgreen’s comment, in which they wrote of their strong support of the amendments to Chapter 16.04 SWMC, is attached as **Exhibit B**.

7. At the February 20, 2024 meeting, the Planning Commission held a public hearing. The Notice of Public Hearing was published in the legal notices section of the February 10, 2024 Skagit Valley Herald as shown in **Exhibit C**. The notice was also posted on the city website. In said notice, a deadline for written comments was set for February 20, 2024 at 4:30 PM. The Planning Department did not receive any written comments, but there was one commenter present in person at the hearing. Paul Hieb (resident of 8643 Westerman Road) spoke in favor of shadow platting and how it would be useful for him to sell his rental house and keep the rest of the land for farming.
8. At the February 20, 2024 public hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments to Chapter 16.04 SWMC. The motion to recommend approval carried 7 – 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 16.04 SWMC complies with the State GMA. The draft amendments were sent to the 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. A SEPA DNS (**Exhibit D**) was issued on January 26, 2024; and
2. Adoption of the proposed amendments to Chapter 16.04 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 16.04 SWMC, found herein as **Exhibit A**.

EXHIBITS

Exhibit A: Recommended Amendments to Chapter 16.04 SWMC

Exhibit B: Lilgreen Comment

Exhibit C: Notice of February 20, 2024 Public Hearing

Exhibit D: 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 16.04 SWMC to add a definition for "Shadow Plat" and to allow shadow platting as a method of satisfying the minimum density requirement of four dwelling units per acre at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, February 20, 2024** at which time a quorum was present and the decision was for approval by a vote of 7 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.


Joe Franett, Planning Commission Chair

03/21/2024
Date

Chapter 16.04 GENERAL PROVISIONS

[...]

16.04.030 Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings:

- A. "Subdivision" is the division or redivision of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership, except as provided in subsection F of this section.
- B. "Plat" is a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys or other divisions and dedications.
- C. "Dedication" is the deliberate appropriation of land by an owner for any general and public uses reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat or short plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat for filing by the appropriate governmental unit.
- D. "Preliminary plat" is a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of a subdivision consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.
- E. "Final plat" is the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and in local regulations adopted under this chapter.
- F. "Short subdivision" is the division or redivision of land into four or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.
- G. "Binding site plan" means a drawing to a scale specified by local ordinance which: (a) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; (b) contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city in approving the site plan; and (c) contains provisions making any development be in conformity with the site plan.

- H. "Short plat" is the map or representation of a short subdivision.
- I. "Lot" is a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.
- J. "Block" is a group of lots, tracts, or parcels within well defined and fixed boundaries.
- K. "Code" is the Sedro-Woolley Municipal Code.
- L. "City engineer" is the Sedro-Woolley director of public works.
- M. "Director" is the Sedro-Woolley planning director.
- N. "Hearing body" is the decision making body specified in Chapter [2.90](#), unless otherwise specified herein. (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

O. "Shadow plat" is the non-binding map or representation demonstrating that a property is capable of future subdivision according to current development regulations at minimum residential density.

16.04.040 Compliance with state law and land use code.

Every division of land shall comply with the provisions of state law and the provisions of this title. They shall conform to the comprehensive plan and all zoning regulations, in effect at the time any preliminary plat is approved. Lots shall be of a size and dimension and have access and infrastructure adequate to satisfy the requirements of this title and Sedro-Woolley Municipal Code Titles [13](#), [15](#) and [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.050 Effect of noncompliance.

No building permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of state law or this subtitle, unless the director finds that the public interest will not be adversely affected by the decision. (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

16.04.060 Minimum and maximum residential density.

A. A subdivision, short plat, binding site plan, or planned residential development, solely for residential purposes, shall have an average net density, as defined in Section [17.04.030](#), for the entire development of not under four units per acre.

B. A variance from this requirement may be granted by the hearing body through the subdivision approval process to accommodate site constraints which make development at the required minimum density impractical or inconsistent with the purposes of this chapter.

C. Factors which may warrant a density reduction, include, but are not limited to:

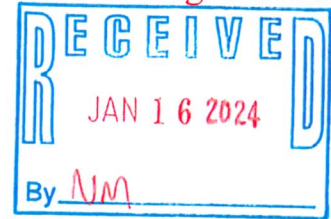
1. Critical areas in excess of twenty percent of the site;
2. Stormwater management;
3. Significant wildlife corridors; and utility corridors.

D. As a condition of granting a density reduction, the applicant must demonstrate that the minimum density cannot be achieved by clustering the housing on the buildable portions of the site.

E. Shadow platting may be used to satisfy the minimum density requirements if the applicant can demonstrate that the proposed techniques would allow the eventual satisfaction of minimum density requirements through future development. The applicant must demonstrate that the current and proposed development will not preclude the provision of adequate access and infrastructure necessary for future development. A property owner subdividing property shall submit to the city a shadow plat with the subdivision application materials demonstrating that said property is capable of further subdivision according to current development regulations at minimum residential density. The submitted shadow plat need only identify proposed rights-of-way and lot sizes yielding the required density. Said shadow plat is non-binding and need not be recorded, provided that any proposal seeking to further develop the property in a manner which differs from the original shadow plat shall demonstrate that said development accommodates appropriate rights-of-way and continues to yield the minimum residential density required. Amending a shadow plat shall be an administrative process.

~~FE~~. Maximum housing density is set in each zoning designation, in Title [17](#). (Ord. [1487-04](#) § 2 (part), 2004; Ord. [1450-03](#) § 2 (part), 2003)

[...]



January 14, 2024

Re: Proposed Amendments to Chapter 16.04 SWMC

To Sedro Woolley Planning Commission,

Our names are Brandon and Jennifer Lilgreen and we reside at 539 F and S Grade Road. We are strongly in favor of the proposed amendments to Chapter 16.04 regarding shadow platting for property subdivision. Over the last year we have been working with Nicole McGowan to determine our options for subdividing our property in order to remain living on one portion and sell the other, only to find out that we are unable to do so under the current SWMC language due to the minimum density requirements. In our current situation, we not only have more land than we need but we also co-own the property with another single family household. We love living in this area but unfortunately do not have the means or ability to fulfill the requirements of the current SWMC for subdividing our property. We are currently left with the options of holding onto land that is not being used or sell altogether, which is not desirable. The amendment to Chapter 16.04 would give us, and other Sedro Woolley residents, more options and flexibility for what can be done with our properties but also allow our residence to become legally separated from the other single family residence. We are hopeful that the amendments will satisfy both the City and its residents.

Sincerely,

Brandon and Jennifer Lilgreen
539 F and S Grade Road
bdililgreen@gmail.com

NOTICE OF PUBLIC HEARINGS
CITY OF SEDRO-WOOLLEY
Amendments to Comprehensive Plan and Zoning Map
and
Amendments to Development Regulations
City of Sedro-Woolley Council Chamber
And Virtually via Zoom Webinar

The City of Sedro-Woolley Planning Commission will hold public hearings on **February 20, 2024 at 6:30 PM**, in the Sedro-Woolley Council Chambers and via Zoom Webinar, to hear testimony regarding the following proposed amendments to the City Comprehensive Plan and the City Development Regulations:

Possible amendments to the Comprehensive Land Use map and the Zoning map:

1. Rezone request #2023-004 – Bendtsen – request to change the zoning designation of roughly 0.85 acres of land from Residential 7 to Residential 15

Possible amendments to the City Development Regulations:

1. Proposed amendments to Chapter 16.04 SWMC to add a definition for “Shadow Plat” and to allow shadow platting as a method of satisfying the minimum density requirement of 4 dwelling units per acre

Interested parties can comment on the proposed changes in writing or at the hearing.

Written comments must be received by 4:30 PM on February 20, 2024 to be considered at the public hearing. Send written comments to: City of Sedro-Woolley Planning Department, ATTN: Assistant Planner, 325 Metcalf Street, Sedro-Woolley, Washington, 98284, or by email to nmcgowan@sedro-woolley.gov.

Please go to the Planning Commission Meetings page on the Sedro-Woolley website (<https://sedrowoolleywa.portal.civicclerk.com>) to find the meeting materials and a link to join the webinar.

Published in the Skagit Valley Herald: February 10, 2024

CITY OF SEDRO-WOOLLEY
SEPA Notice of Threshold Determination
Determination of Non-significance (DNS)

Project Description: Non-project action to amend Chapter 16.04 of the Sedro-Woolley Municipal Code (SWMC) to add a definition for “Shadow Plat” and to allow shadow platting as a method of satisfying the minimum density requirements of 4 dwelling units per acre.

Proponent: City of Sedro-Woolley Planning Department

Location of Project, Including Street Address: No specific address, non-project action.

Lead Agency, City of Sedro-Woolley: The lead agency for this proposal has determined that this non-project action does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required for this non-project action under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

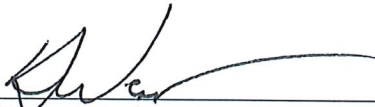
This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issue. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than 4:30 PM on **February 9, 2024**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Assistant Planner at (360) 855-0771 or electronically at nmcgowan@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

Responsible SEPA Official: Hiller West, Interim Planning Director – City of Sedro-Woolley
Contact Person: Nicole McGowan, Assistant Planner

Address: 325 Metcalf Street, Sedro-Woolley, WA 98284

Date of Issue: January 26, 2024

Signature:


Hiller West, Interim Planning Director



City Council Agenda Item

Agenda Item No.: 1.2.

Date: April 10, 2024

From: Nicole McGowan, Planner

Subject: Bendtsen Rezone (RZ-2023-004) - Ordinances 2071-24 and 2073-24 - 2nd Read,
Action Requested

RECOMMENDED ACTION:

Move to accept the Planning Commission's recommendation and approve Ordinances 2071-24 and 2073-24.

ISSUE:

1. Should the City Council adopt the proposed amendments to the Comprehensive Plan?
2. Should the City Council adopt the proposed amendments to the Zoning Map?

BACKGROUND/SUMMARY INFORMATION:

The final remaining item on the 2023 Comprehensive Plan Docket is the Bendtsen Rezone request (RZ-2023-004), a proposal from a private landowner. The request by John Bendtsen is to change the zoning designation of a roughly 0.85-acre parcel of land at 406 Ball Street (Assessor's Parcel #P77185) from the current Residential 7 (R-7) zoning designation to Residential 15 (R-15). The Planning Commission held a public hearing for the Bendtsen Rezone during the February 20, 2024 meeting at which the Planning Commission made a recommendation to approve the proposal. Please see the detailed project analysis for the Bendtsen Rezone in the attached Planning Commission Findings of Fact, Conclusions and Recommendation (**Attachment 1**). Along with the Planning Commission's recommendation, that document contains maps, the comments received on the project and the procedural history for the project. **Attachments 2 and 3** are draft ordinances approving amendments to the Comprehensive Plan and amendments to the Zoning Map.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 2023 Docket - PC Findings and Recommendation Bendtsen Rezone
2. 2023 Docket Ordinance 2071-24 - Comp Plan updates
3. 2023 Docket Ordinance 2073-24 - Zoning Map updates

CITY OF SEDRO-WOOLLEY PLANNING COMMISSION STATE OF WASHINGTON

File #s – Requested by:

CPA-1-23 – RZ-2023-004 – Rezone request
from private property owner

2023 COMPREHENSIVE PLAN AMENDMENT REQUEST – 2023 DOCKET –

PLANNING COMMISSION FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATION

Description of proposed amendments to the Comprehensive Plan & associated development regulations

Per the Growth Management Act (Chapter 36.70A RCW), changes to the Sedro-Woolley Comprehensive Plan may be considered no more than once per year. Amendments may be suggested by citizens, staff or elected officials. All proposed amendments to the Comprehensive Plan must be considered at one time. The list of proposed amendments is termed the “Docket.” Two proposals for Comprehensive Plan changes were requested for inclusion on the 2023 Comprehensive Plan Docket; two rezone requests (Peterson Rezone, RZ-2023-001 and Bendtsen Rezone, RZ-2023-004) from private property owners. The proposals were docketed and reviewed by the Planning Commission in accordance with Growth Management Act (GMA) and Chapters 2.88 and 2.90 of the Sedro-Woolley Municipal Code (SWMC). The Peterson Rezone (RZ-2023-001) has since been approved, however at the public hearing for the Bendtsen Rezone (RZ-2023-004), the Planning Commission found a statement within the Sedro-Woolley Municipal Code restricting the designation of any new areas to Residential 15. As a result, a stay was placed on rezone request RZ-2023-004 until the issue was resolved. The City Council approved Ordinance 2058-23 on December 13, 2023 which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone to continue. The Bendtsen rezone request (RZ-2024-004) from the 2023 Docket is described below.

CPA-1-23

File # RZ-2023-004 is a request from John Bendtsen (private property owner) to change the zoning designation of 406 Ball Street (Assessor’s Parcel #P77185) – a roughly 0.85-acre piece of land – from Residential 7 (R-7) to Residential 15 (R-15). The property to the north is zoned R-15 and the properties to the south, east and west are all zoned R-7. Uses surrounding the property include a 30-unit apartment complex to the north, a church to the

south and single-family homes to the east and west. Under the current R-7 zoning designation, residential development is limited to single-family residences on lots of 6,000 sq. ft. or greater at a maximum density of seven units per acre. If rezoned to R-15, it would allow the area to be developed for multifamily housing at a higher maximum density of 15 units per acre. The construction of multifamily residences would be limited to eight units per building at two stories or 12 units per building at three stories if the units are evenly distributed between the three floors. In the event the rezone to R-15 is approved, the property may be able to accommodate the development of approximately 12 housing units as opposed to the roughly 4-5 housing units that can be accommodated under the current R-7 zoning. Planning staff and the planning commission find the Bendtsen rezone request

The Planning Commission recommended approval of the proposed zoning change associated with File #RZ-2023-004. The recommended action will result in amendments to the zoning map and Comprehensive Land Use map.

Planning Commission Findings of Fact

Conformance with Growth Management Act

1. Per the GMA, a jurisdiction may only update its Comprehensive Plan once per year.
2. The City of Sedro-Woolley advertised on its website and in the Skagit Valley Herald on December 2, 2022 and January 3, 2023 that the deadline for accepting applications and proposals for Land Use Plan and Zoning Map Amendments or text amendments to the City's development regulations will be January 13, 2023.
3. A request for amendments to the Land Use Map and Zoning Map was received from John Bendtsen, a private property owner. The application for the rezone of 406 Ball Street was assigned file number RZ-2023-004.
4. At the February 1, 2023 joint City Council and Planning Commission study session, the City Council reviewed RZ-2023-004 for inclusion on the 2023 Comprehensive Plan Docket.
5. The Council reviewed and approved RZ-2023-004 to be placed on the 2023 Docket along with RZ-2023-001 (Peterson Rezone) at the February 1, 2023 meeting.
6. On February 23, 2023, a Notice of Application for RZ-2023-004 was mailed to all property owners and residents within 500 feet of 406 Ball Street, was posted on the property and was published in the legal notices section of the Skagit Valley Herald per SWMC 2.90.030.
7. Per RCW 36.70A.106, notice of the proposed Comprehensive Plan and zoning amendments were sent to the Washington State Department of Commerce for 60-day review on May 5, 2023. The review period expired July 4, 2023.
8. A SEPA Determination of Non-Significance (DNS) for the 2023 Comprehensive Plan updates and associated zoning map updates was issued on May 10, 2023. The DNS was published in the May 10, 2023 Skagit Valley Herald.
9. On May 5, 2023, in compliance with Chapter 2.90 SWMC, notice of the May 16, 2023 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. No written comments were received for RZ-2023-004.

10. On May 16, 2023, the Planning Commission held a public hearing for RZ-2023-004. No public comments were made at the hearing. During the hearing, the Planning Commission found a statement within the Sedro-Woolley Municipal Code restricting the designation of any new areas to R-15. As a result, a stay was placed on rezone request RZ-2023-004 until the issue was resolved. The stay request from Mr. Bendtsen is included herein as **Attachment A**.
11. The above described issue was resolved via Ordinance #2058-23 (**Attachment B**), which removed the statement of issue, allowed for the application stay to be removed and the consideration of the rezone application to continue.
12. On January 5, 2024, in compliance with Chapter 2.90 SWMC, notice of a January 16, 2024 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. No written comments were received. The January 16, 2024 Public Hearing was cancelled.
13. On February 10, 2024, in compliance with Chapter 2.90 SWMC, notice of a February 20, 2024 Public Hearing in front of the Planning Commission and opportunity to comment on the proposed amendments was published in the Skagit Valley Herald. One written comment was received from Genie Metcalf (resident of 810 Chester Street) on February 11, 2024. Ms. Metcalf wrote of the possibility that 406 Ball Street may contain wetlands. This comment is included herein as **Attachment C**. At the time of development application, the property will be subject to review under Chapter 17.65 SWMC – Regulations for Critical Areas. If critical areas are identified on the property, development shall be in accordance with minimum standards for critical area protection and impact mitigation. John Bendtsen was present to provide comment in person. He spoke in favor of the rezone, saying it would provide the much-needed additional housing for low to middle income Sedro-Woolley residents and multifamily fits well with existing uses in the area.
14. At the conclusion of the February 20, 2024 Public Hearing, the Planning Commission made a motion to recommend that the City Council move to approve the updates to the zoning map and corresponding updates to the Comprehensive Land Use Plan map. The motion passed 7-0.
15. The location of the Bendtsen Rezone request, RZ-2023-004, is shown herein as **Attachment D**.

Planning Commission Recommendations

RZ-2023-004 Rezone Request by **Bendtsen** – part of CPA-1-23 – Zoning change requested by private property owner

Based on the findings of fact and testimonies received by the Planning Commission, the Planning Commission recommends that the City Council **adopt** the proposed zoning map and corresponding Comprehensive Land Use map amendments proposed in RZ-2023-004 to change the zoning designation of 406 Ball Street (Assessor's Parcel #P77185) from Residential 7 to Residential 15. The recommended amendments are shown in **Attachment D**.

ATTACHMENTS

- A. Bendtsen Rezone stay request
- B. Ordinance #2058-23
- C. Metcalf written comment received February 11, 2024
- D. RZ-2023-004 - proposed amendments to the Sedro-Woolley zoning map and Comprehensive Land Use map

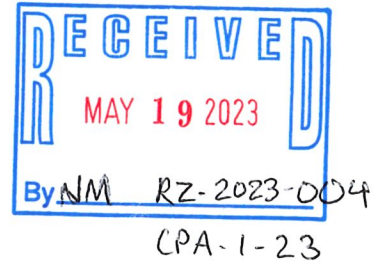
CERTIFICATION



Joe Franett, Planning Commission Chairman

03/21/2024
Date

May 19, 2023



City of Sedro-Woolley
Building & Planning Department
Planning Commission

RE: File #RZ-2023-004

Dear Nicole,

Following the Planning Commission meeting on Tuesday, May 16, where there was language identified in the code from 2004 that mentioned a R15 moratorium:

I understand that this issue with the code could affect my rezone application at 406 Ball Street.

I agree to a stay in the process until the issue can be resolved.

Sincerely,

A handwritten signature in black ink that reads "John Bendtsen". The signature is fluid and cursive, with a long horizontal stroke at the end.

John Bendtsen

ORDINANCE NO. 2058-23**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 17.16 SWMC TO REMOVE A STATEMENT IN THE INTENT SECTION RESTRICTING NEW R-15 ZONING DESIGNATIONS.**

WHEREAS, a statement restricting the rezoning of property to R-15 resides under the Intent statement at the beginning of Chapter 17.16 SWMC. The statement reads: “Because multifamily is permitted in the MC and CBD zones, no new areas shall be designated R-15.” This issue was recently discovered at a public hearing before the Planning Commission to consider a rezone request from R-7 to R-15 for the property located at 406 Ball Street (#RZ-2023-004); and

WHEREAS, the Planning Commission tasked Planning staff with finding the origin of this statement and proposing a code amendment to remove it. A stay was placed on the rezone application until the matter is resolved; and

WHEREAS, the Planning Commission discussed the proposed amendments to remove the statement of issue at its July 18 and August 15, 2023 meetings; and

WHEREAS, the Planning Commission held a public hearing on August 15, 2023 to review the draft amendments to Chapter 17.16 SWMC and, following the public hearing, recommended that the City Council adopt amendments to remove the statement in the Intent section restricting new R-15 zoning designations; 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 September 20, 2023. A 15-day expedited review was requested and granted by Commerce. The expedited comment period ended October 5, 2023; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued November 3, 2023; 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. SWMC 17.16.005 Intent is hereby amended as follows:

The intent of the R-15 zone is to achieve integration with Sedro-Woolley’s existing building types and configurations; incorporate open street layout similar to existing grid rather than closed circulation systems such as cul-de-sacs; maintain the look of conventional neighborhoods in scale, orientation to the

street, style, and appearance; and to avoid creation of large apartment “blocks” separate from other parts of the community. Larger-scale buildings are appropriate in the central business district or when combined with commercial uses in the Mixed Commercial zone. (Ord. 1484-04 § 6 (part), 2004)

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 13th day of December 2023, and signed in authentication of its passage this 15th day of December 2023.

By: DocuSigned by:

3C84008CC8484BD
JULIA JOHNSON, Mayor

Attest: DocuSigned by:

2C53B290694B4A9
KELLY KOHNKEN, Finance Director

Approved as to form:

DocuSigned by:

8E783717B449479
NIKKI THOMPSON, City Attorney

Published:

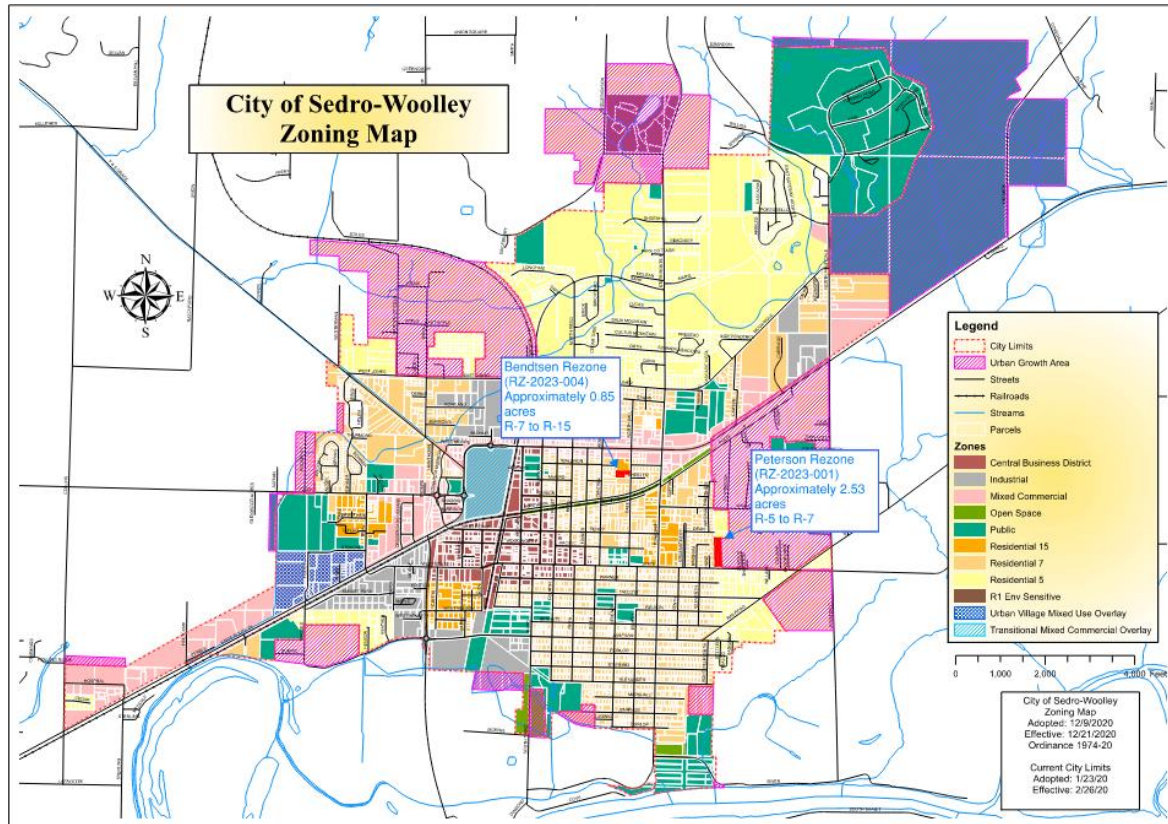
2/9/24 Meeting on 2/20/24 Attachment C
Metcalf Comment

Attn: Nicole Megowan
Assistant Planner
SIR Planning Department
RE: #2023-004 - Bendtsen
"Shadow Plat"
Property located on Ball Street

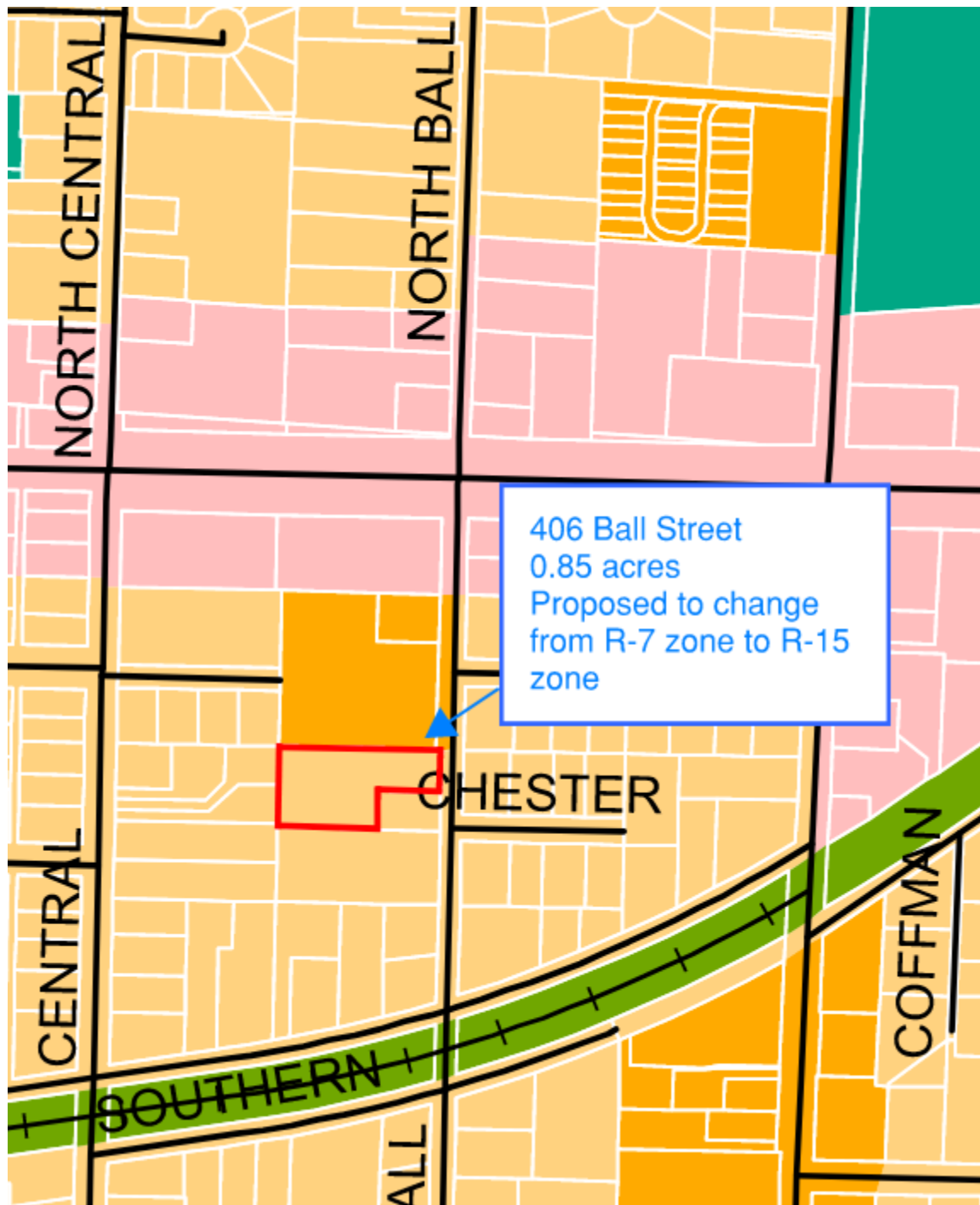
One of my neighbors told me that property was considered "Wet Lands" and there use to be a house there on that property that when it rained it would flood and the water would stay in the yard for a while. He also see deer live back there, too.

There is also alot of traffic on Ball Street right now, too.

Genie Metcalf
810 Chester Street
Sedro-Woolley, WA



Locations of the 2023 Docket rezone requests within the city. Note: RZ-2023-001 – Peterson Rezone request has already been approved. Consideration is for the remaining request, RZ-2023-004 - Bendtsen Rezone.



Zoning Map in the Bendtsen Rezone request area (RZ-2024-004).



Aerial image of land uses in the Bendtsen Rezone request area (RZ-2023-004).

Ordinance No. 2071-24

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING
AMENDMENTS TO THE COMPREHENSIVE LAND USE MAP AS REVIEWED AS
PART OF THE 2023
COMPREHENSIVE PLAN DOCKET.**

WHEREAS, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 13, 2023; and

WHEREAS, the City of Sedro-Woolley established an on-going public participation process in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Hearings to discuss proposed changes to the Comprehensive Plan; and

WHEREAS, public hearings were conducted before the Sedro-Woolley Planning Commission on May 16, 2023. During the May 16, 2023 public hearing for the Bendtsen Rezone (RZ-2023-004), a statement was found in the intent section of Chapter 17.16 SWMC which restricted the rezoning of property to R-15. In response, a stay was placed on RZ-2023-004 until the issue was resolved; and

WHEREAS, the above described issue was resolved via Ordinance #2058-23, which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone (RZ-2023-004) to continue; and

WHEREAS, a public hearing was again conducted before the Sedro-Woolley Planning Commission on February 20, 2024; and

WHEREAS, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

WHEREAS, environmental review of the updated Comprehensive Plan has been completed and a Determination of Non-Significance was issued May 10, 2023, and that document is adopted by reference; and

WHEREAS, the proposed amendments to the Comprehensive Plan have been submitted to the Washington State Department of Commerce (COMM) and the required 60-day review period has passed; and

WHEREAS, as part of the 2023 Docket, the Planning Commission reviewed two rezone requests proposing amendments to the City's Zoning and Comprehensive Land Use maps; and

WHEREAS, the Planning Commission held public hearings on the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, the City Council reviewed the Planning Commission’s hearings records and recommendations for the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, in compliance with RCW36.70A.115, the City finds that the remaining zoning change and corresponding Comprehensive Land Use map amendments provide sufficient land capacity for development; 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 DOES ORDAIN AS FOLLOWS:

Section 1. The *Comprehensive Plan Map* in Appendix A to the Sedro-Woolley Comprehensive Plan is hereby amended as set forth in the attached Exhibit A.

Section 2. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by 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 _____th day of _____, 20____, and signed in authentication of its passage this _____th day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

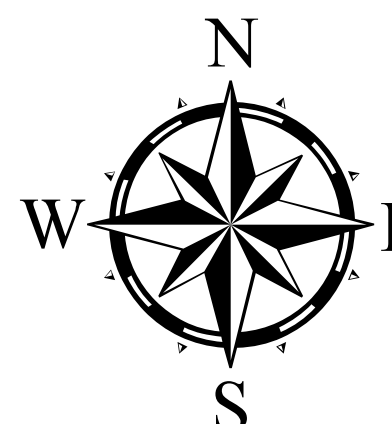
NIKKI THOMPSON, City Attorney

Published: _____

Exhibit A

To Ordinance No. 2071-24
Comprehensive Land Use Map

City of Sedro-Woolley 2023 Adopted Comprehensive Land Use Map Amendments



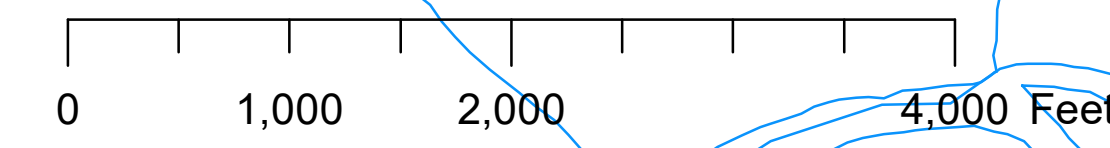
Bendtsen Rezone
Approximately 085
acres
R-7 to R-15

Legend

- City Limits
- Urban Growth Area
- Streets
- Railroads
- Streams
- Parcels

Zones

- Central Business District
- Industrial
- Mixed Commercial
- Open Space
- Public
- Residential 15
- Residential 7
- Residential 5
- R1 Env Sensitive
- Urban Village Mixed Use Overlay
- Transitional Mixed Commercial Overlay



City of Sedro-Woolley
Zoning Map
Adopted: 12/9/2020
Effective: 12/21/2020

Ord# 2071-24

Ordinance No. 2073-24

**AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON ADOPTING
AMENDMENTS TO THE ZONING MAP AS REVIEWED AS PART OF THE 2023
COMPREHENSIVE PLAN DOCKET.**

WHEREAS, applications for amendments to the Sedro-Woolley Comprehensive Plan were received by the published deadline of January 13, 2023; and

WHEREAS, the City of Sedro-Woolley established an on-going public participation process in accordance with RCW 36.70A.130(2) including the regular Planning Commission meetings, joint City Council and Planning Commission workshop(s), and Public Hearings to discuss proposed changes to the Comprehensive Plan and zoning map; and

WHEREAS, public hearings were conducted before the Sedro-Woolley Planning Commission on May 16, 2023. During the May 16, 2023 public hearing for the Bendtsen Rezone (RZ-2023-004), a statement was found in the intent section of Chapter 17.16 SWMC which restricted the rezoning of property to R-15. In response, a stay was placed on RZ-2023-004 until the issue was resolved; and

WHEREAS, the above described issue was resolved via Ordinance #2058-23, which removed said statement from Chapter 17.16 SWMC and allowed consideration of the Bendtsen Rezone (RZ-2023-004) to continue; and

WHEREAS, a public hearing was again conducted before the Sedro-Woolley Planning Commission on February 20, 2024; and

WHEREAS, the Growth Management Act gives authority to Sedro-Woolley to update its Comprehensive Plan and zoning map once per year in such a manner that all proposed amendments are considered by the governing body concurrently such that the governing body may evaluate their cumulative effect; and

WHEREAS, environmental review of the updated Comprehensive Plan and zoning map has been completed and a Determination of Non-Significance was issued May 10, 2023, and that document is adopted by reference; and

WHEREAS, the proposed amendments to the Comprehensive Plan and zoning map have been submitted to the Washington State Department of Commerce (COMM) and the required 60-day review period has passed; and

WHEREAS, as part of the 2023 Docket, the Planning Commission reviewed two rezone requests proposing amendments to the City's Zoning Map, Comprehensive Plan and Comprehensive Land Use Map; and

WHEREAS, the Planning Commission held public hearings on the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, the City Council reviewed the Planning Commission’s hearings records and recommendations for the proposed updates to the Comprehensive Plan and zoning map; and

WHEREAS, in compliance with RCW36.70A.115, the City finds that the remaining zoning change and corresponding Comprehensive Land Use Map amendments provide sufficient land capacity for future development; 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 DOES ORDAIN AS FOLLOWS:

Section 1. The *Sedro-Woolley Zoning Map* is hereby amended as set forth in the attached Exhibit A.

Section 2. This ordinance shall take effect five (5) days after the approval by the City Council and publication as provided by 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 _____th day of _____, 20____, and signed in authentication of its passage this _____th day of _____, 20____.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

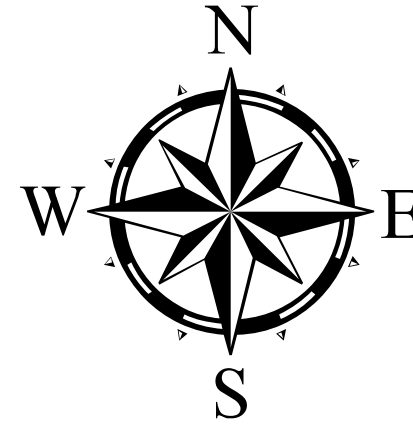
NIKKI THOMPSON, City Attorney

Published: _____

Exhibit A

To Ordinance No. 2073-24
Amended Zoning Map

City of Sedro-Woolley 2023 Adopted Zoning Map Amendments



Bendtsen Rezone
Approximately 0.85
acres
R-7 to R-15

Legend

City Limits

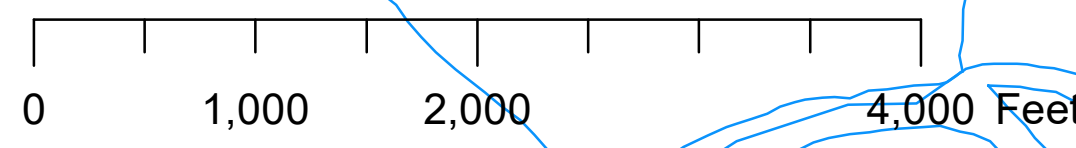
Urban Growth Area

Streets

Railroads

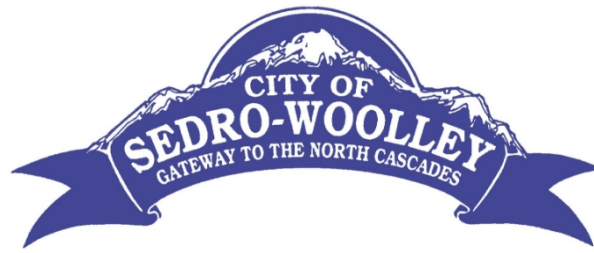
Streams

Parcels

ZonesCentral Business DistrictIndustrialMixed CommercialOpen SpacePublicResidential 15Residential 7Residential 5R1 Env SensitiveUrban Village Mixed Use OverlayTransitional Mixed Commercial Overlay

City of Sedro-Woolley
Zoning Map
Adopted: 12/9/2020
Effective: 12/21/2020

Ord# 2073-24



City Council Agenda Item

Agenda Item No.: 1.3.

Date: April 10, 2024

From: Nicole McGowan, Planner

Subject: Amendments to Chapter 17.24 SWMC Minimum Commercial/Retail Floor Area in CBD - Ordinance 2067-24 - 2nd Read, Action Requested

RECOMMENDED ACTION:

Move to accept the Planning Commission's recommendation and approve Ordinance 2067-24.

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 amendments also include 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, parameters have been placed on the size and location of main entrances to multifamily residential units in the effort to prevent lobby areas from overtaking viable commercial space. 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.

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. Ordinance 2067-24 - CBD Commercial Space Requirement
2. PC Findings and Recmdn - CBD Commercial Space Requirement

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

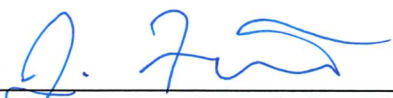
Exhibit A: Recommended Amendments to Chapter 17.24 SWMC

Exhibit B: Notice of November 20, 2023 Public Hearing

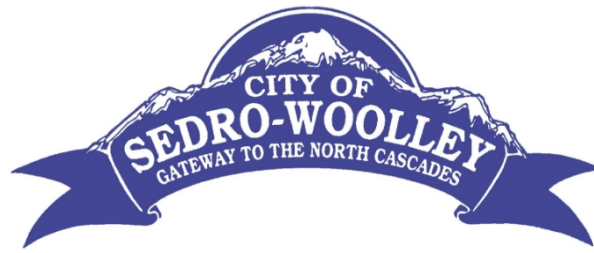
Exhibit C: SEPA DNS Issued January 26, 2024

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.1.

Date: April 10, 2024

From: Charlie Bush, City Administrator

Subject: Confirmation and Employment Agreement - Public Works Director - William Bullock

RECOMMENDED ACTION:

Motion to confirm William (Bill) Bullock as Public Works Director and authorize the Mayor to enter into an employment agreement with Bill Bullock.

ISSUE:

Should the City Council confirm and authorize the Mayor to enter into an employment agreement with William (Bill) Bullock?

BACKGROUND/SUMMARY INFORMATION:

The City Council confirms department director candidates recommended by the Mayor and also authorizes the Mayor to enter into employment agreements with the City's directors.

Mr. William (Bill) Bullock recently competed to become the City's next Public Works Director, replacing Mark Freiberger when he retires at the end of June. Mr. Bullock was one of three finalists for the position and numerically won two of the three panel interviews that he experienced (the third was a tie). Panels included Public Works staff, the Senior Management Team (director team), and the Mayor, City Administrator, and members of the City Council Public Works Committee (Council members Henderson and Cocke). Mayor Johnson and City Administrator Bush conducted further follow-up and reference checks on the top two candidates that emerged from the interview process and ultimately Mayor Johnson offered the position to Mr. Bullock and he accepted (see attached signed offer letter).

Mr. Bullock brings over 30 years of Public Works experience in Washington to the City; Mr. Bullock has an extensive network of contacts, including with funding agencies. He currently serves as the City Engineer for Mount Vernon, a position he has held since 2019. He has also served as the City Engineer for Maple Valley, Assistant Director/City Engineer for Blaine, Assistant Director/City Engineer for Sequim, Assistant County/Traffic Engineer for Lewis County, and Transportation Engineer for Mason County Public Works. He has experience with very large infrastructure projects, including wastewater treatment plant expansions and complex transportation projects. He is a licensed engineer, has a Bachelor of Science Degree in Industrial Engineering from the University of Washington, and a Master of Public Administration Degree from Norwich University. Mr. Bullock's resume and cover letter are attached.

Mr. Bullock would start employment on May 1, 2024. Mr. Bullock and Mr. Freiburger would overlap positions for 8 weeks to aid a smooth transition.

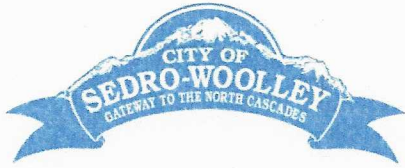
He would be paid at Step 6 of Grade 133, \$12,715.83 per month and receive 3 months of severance if he were to be involuntarily separated without cause. Additional details are available in his draft employment contract, which is attached.

FISCAL IMPACT, IF APPROPRIATE:

There is no additional fiscal impact, in fact there is budget savings of one month. Budget exists for the overlap of Public Works Director positions.

ATTACHMENTS:

1. 2024-03-26_Sedro_Employment_Offer Signed
2. Employment Agreement Public Works Director Bullock 2024
3. Public_Works_Director
4. Cover letter - Sedro Wooley
5. Bullock Resume 2024



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

March 26, 2024

William Bullock
4015 Moody Place
Mount Vernon, Washington 98274

Dear Mr. Bullock:

Congratulations on being chosen to fill the Public Works Director position with the City of Sedro-Woolley. The purpose of this letter is to extend a conditional letter of employment to you. This position is non-union and is FLSA exempt. Employment is conditional upon confirmation and approval of an employment agreement by the City Council, and reference checks. The following are the terms of this position:

Date of Hire	May 1, 2024
Monthly Salary	\$12,715.83 by direct deposit, step 6 of Grade 133
Pay dates	Twice a month on the 5 th & 20 th
Longevity Pay	N/A
Medical Insurance	Regence BlueShield, Association of Washington Cities (AWC) Healthfirst 250 Plan <u>or</u> Regence BlueShield, High Deductible Health Plan With Health Savings Account
Dental Insurance	Washington Dental Services, AWC, Plan F
Vision Insurance	Vision Service Plan, AWC, Full Family – no deductible Plan
Life Insurance	Standard Insurance, AWC, \$10,000 policy
Insurance Begins	May 1, 2024
Medical Withholding per pay month	10% of premium amount
Retirement Plans available	Washington State PERS 2 or 3
Employee Retirement Contribution	6.36% for PERS 2, varies for PERS 3
Employer PERS Contribution	9.53%
Voluntary Deferred Comp	
Program Eligibility Begins	May 1, 2024
Supervisor	Charlie Bush, City Administrator

William Bullock
March 18, 2024
Page 2

Licenses Required	Washington State Driver's License. Ability to obtain within one year.
Union Membership	N/A
Union Dues	N/A
Vacation Accrual	6.68 hours per pay period (13.36 hours per month), indexed to the City's vacation leave table starting at 10 years of service. You will remain at this level for the next 5 years of service and then will advance to the next level, which is 7 hours per pay period.
Executive Leave	80 hours per year provided on January 1 that can be taken in up to 40-hour increments. The balance expires at the end of the calendar year.
Holidays	13 per year (includes 1 floating holiday)
Sick Leave Accrual	4.00 hours per pay period
VEBA	\$25.00 per pay period
Probationary period ends	No probation period

Bill, welcome to the City of Sedro-Woolley!

Sincerely,

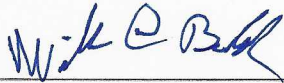


Charles Bush
City Administrator

cc: Personnel file

I agree to the terms listed in the above job offer:

Accepted:
Applicant



Date 3/26/24

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this tenth day of April 2024, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer", and William Bullock, hereinafter called "Employee", both of whom covenant and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Public Works Director of the City of Sedro-Woolley; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to be employed as Public Works Director of the City of Sedro-Woolley and has a planned start date with the City of May 1, 2024:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee as Public Works Director of said Employer to perform the functions and duties of said office as specified by law, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign. A job description is attached hereto and incorporated by reference as Exhibit A.

Section 2. Term

A. The Employee serves at the pleasure of the Mayor. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.

Section 3. Suspension

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement.

Section 4. Termination and Severance Pay

A. In the event Employee is terminated by the Employer during such time that employee is willing and able to perform his duties under this agreement, then the Employer agrees to pay Employee a lump sum cash payment equal to three (3) month's aggregate salary & health insurance; provided, however, that in the event Employee is terminated for just cause, or because of his conviction of any illegal act involving personal gain to him, that the Employer shall have no obligation to pay the aggregate severance sum designed in this paragraph. ("Just cause" shall include all matters that constitute grounds for disciplinary action as set forth in any personnel policy manual of the Employer as now existing or hereinafter amended. The provisions of any personnel policy or other written or unwritten custom or policy regarding termination shall not apply to the Employee, except for purposes of defining "just cause".)

B. In the event employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all department head Employees of employer, or in the event Employer refuses, following written notice, to comply with any other provisions benefiting Employee herein then the employee may, at his option, be deemed to be terminated at the date of such reduction or such refusal to comply with the meaning and context of the severance pay provisions, as his sole and exclusive remedy for such action.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties otherwise agree.

D. The severance package provided in subparagraph 4.A. above shall not be construed as an extension of the Employee employment beyond the termination date. The Employee shall not during the period between the termination date and the end of the severance payments accrue any additional sick leave vacation leave or other benefit accorded active City employees.

Section 5. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of \$12,715.83 per month, payable in installments at the same time as other Employees of the Employer are paid.

Said salary shall cease upon termination of employment as provided in this agreement. In addition, the rate of pay and benefits will be adjusted annually equal to the cost of living and/or cost of market increase, and/or step increase, provided to other nonunion management employees. Employer shall not at any time during the term of this agreement reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all department head employees of the Employer. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the

Employee. Adjustments in salary or benefits, if any, shall be made pursuant to a lawful governing body action.

Section 6. Performance Evaluation

The Employer shall review and evaluate the performance of the Employee at least once annually. The employer shall provide the Employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

Section 7. Hours of Work

The parties agree that this position is a professional exempt position, and that payment is based on a monthly salary, and not on an hourly rate of compensation. It is recognized that Employee must devote time outside the normal office hours of business of the Employer. The Employee shall not receive additional compensation or compensatory time for such work. Upon approval of the Mayor, Employee may work a non-traditional workweek, such as a 4/10 schedule.

Section 8. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, subject to the approval of the Mayor, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 9. Automobile

For travel beyond the City limits, Employer shall provide Employee either the use of a City automobile for City purposes, or alternatively, compensation on a "per mile" basis for use of Employee's vehicle by Employee for City purposes at the same rate as applicable to other management employees of Employer.

Section 10. Vacation, Sick, Executive, and Military Leave

Employee shall accrue vacation at a rate of 6.68 hours per pay period (semi-monthly) and be indexed to the City's vacation leave table starting at 10 years of service, moving through the table in the same way as other management employees. Sick leave will accrue and will be credited to Employee's personal account at the same rate as other management employees of the Employer. Employee will receive Executive Leave according to City policy (current amount is 80 hours per year provided January 1 each year to be used in that year).

Section 11. Health Insurance

A. Employer agrees to provide policies of medical insurance covering Employee and his dependents that are required by law or provided to all other management employees of Employer and their dependents.

B. The Employee agrees to abide by the Employer's policy regarding drug testing.

Section 12. Retirement

Employer agrees to provide retirement benefits for Employee as provided by law.

Section 13. Dues and Subscription

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the employer. These expenses shall be subject to prior approval of the Employer.

Section 14. Professional Development

Employer agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer. These expenses shall be subject to prior approval of the Employer.

Section 15. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Employee's duties as Public Works Director, except as may be caused by the intentional misconduct or criminal action of Employee. Employer will defend, compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.

Section 16. Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City ordinance or any other law.

B. All ordinances, regulations and rules of the Employer relating to vacation and such leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee, except as herein provided.

Section 17. Notices

Notices pursuant to this agreement may be provided electronically or by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the last known address of the parties hereto. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on April 10, 2024.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law drying the term of this Agreement

F. Amendments. This agreement may be amended at any time by mutual agreement of the Employer and the Employee. Any amendments are to be negotiated, and be in accordance with the provisions of the Sedro-Woolley Municipal Code. This Agreement may only be amended in writing.

G. The text herein shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By:

Julia Johnson, Mayor

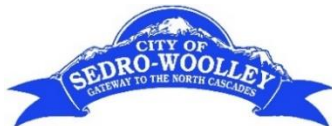
William Bullock

Attest:

Kelly Kohnken, Finance Director

Approved as to Form:

Nikki Thompson, City Attorney



Position Description

Position: Director of Public Works

Department/Site: Public Works-Engineering

FLSA: Exempt

Evaluated by: Mark A. Freiburger, PE

Salary Grade: 133

Summary

Under the general guidance of the Mayor and City Administrator, the Director of Public Works provides leadership, direction, and oversight for the Public Works Department and its employees in accordance with State and Federal laws and City codes. Responsible for all department services including Engineering, Public Works Operations (Street, Storm Water, Parks, Facilities, Cemetery), Solid Waste (includes Fleet operations), and Wastewater. Coordinates assigned activities with other City departments and outside agencies; and provides highly responsible and complex administrative support to the Mayor, City Administrator, and City Council.

Distinguishing Career Features

Manages responsibilities independently with only general direction, ensuring that applicable City ordinances, governing laws and generally accepted procedures and practices are followed.

Essential Duties and Responsibilities

- Plan, organize, direct, and evaluate the day-to-day functions, planning, and operation activities for the City's Engineering and Public Works Divisions of the Public Works Department.
- Manage the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area.
- Oversee and participate in the development and administration of the Public Works Department budget; forecast funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
- Prepare the Capital Improvements Programs and long-range service or facility plans for streets, parks, facilities, wastewater, and storm drainage.
- Plan, direct and coordinate through delegation to assigned supervisors and departmental employees the Public Works Department's work plan to achieve maximum efficiency and effectiveness.
- Assures the safety of Public Works personnel in conjunction with the City's Accident Prevention Program.
- Ensures that citizen requests and/or complaints relating to departmental activities are investigated and resolved in a timely manner.
- Confer with the Mayor, City Administrator and City Council on administrative matters, legislation, and policies, making recommendations for action. Act as technical and management advisor on Engineering, Public Works, and Utilities issues; present as requested written and oral reports and recommendations.

- Serve on the city's Senior Management Team and Senior Leadership Team.
- Attend City Council meetings and coordinate Council Public Works Committee meetings.
- Represent the City in regional public works issues; communicate and coordinate efforts with a variety of individuals and organizations, including City employees and executive staff, local cities and counties, citizens, contractors, and others.
- Negotiate and manage contracts with consulting engineers, technical consultants, and public works contractors in accordance with the City's Procurement Policies and Procedures.
- Prepare or oversee the preparation of applications and supporting data for Federal or State grant funded programs; responsible for the administration and compliance of Federal and State laws regarding project funding, bid requirements, consultant selection and construction standards.
- Oversees the city's Equipment Repair and Replacement program.
- Manage city right of way and oversee right of way acquisition in accordance with federal and state law.
- Perform related duties as required.

Qualifications

Knowledge and Skills

- Federal, State, and local laws, ordinances, rules, and regulations relating to municipal public works projects and other assigned activities.
- Federal, State, regional and City programs, procedures, and funding sources related to assigned programs, projects, activities, and operations.
- Civil engineering principles and practices.
- Construction and maintenance methods, materials and equipment utilized in municipal public works.
- Planning, developing, and controlling large and multiple budgets.
- Principles and practices of administration, supervision, and training.
- Contract law and developing, reviewing, negotiating, and enforcing construction contracts.
- City organization, operations, policies, and objectives
- Create a work environment that fosters motivation in the work force.
- Involve (all) members of department in forming a (formal and informal) learning environment.
- Articulate goals and priorities for the department consistent with the City's goals and priorities.
- Reward creative, interactive, productive, and ethical behavior.
- Stress the consistent use of codes, standards, and policies.
- Institute planning and regular (strategic and operational) assessment of workload, programs, staffing, job expectations, performance, and finances.
- Apply consistent, inclusive, and process-based resolution of issues and conflicts.
- Create inter and intra-departmental communication links.
- Foster a sense of confidence and trust.
- Insist upon delivery of uniformly high-quality products and services.

- Basic research methods.

Physical Abilities

Ability to use a computer workstation for extended periods of time. Ability to sit at a workstation for extended periods. Ability to stand, work, and drive throughout the day. Occasional ability to lift, carry and put away parcels weighing up to 35 pounds.

Education and Experience

- Bachelor's Degree from an accredited college or university with major course work in public administration, civil engineering, or a related field. An equivalent combination of education, experience and training that provides the required knowledge, skills and abilities may be considered.
- Ten or more years of progressively responsible management experience in the field of Public Works Administration with five or more years of experience supervising multiple personnel.
- Must have advanced level of knowledge of civil engineering principles and practices; public works infrastructure design, construction and materials and techniques; developments and computer applications in the utility field; organization and project management principles.
- Must possess excellent customer service skills and the ability to act as an ambassador to the community.
- Must work collaboratively with all other City Departments.
- Must be an effective communicator orally and in writing.
- Must be able to proactively administer projects from concept to closeout; to perform research and prepare clear and concise technical reports; work effectively with property owners, contractors, consultants, staff, and the public.
- Organized, efficient, creative, and capable of implementing multiple tasks simultaneously.

Licenses and Certificates

- Requires a valid Washington State Driver's License and a driving record acceptable to the city.
- Registration as a Professional Engineer in the State of Washington is desired; an equivalent combination of education, experience and training that provides the required knowledge, skills and abilities may be considered.

Other Licenses which are desired and may be required:

- First Aid/CPR certification.
- FEMA Incident Command System Level 400.

Working Conditions

Work is performed both in the field and in a fast-paced office setting with frequent interruptions from customer phone calls, City staff, company representatives and citizens. Will occasionally be required to visit job sites and be exposed to varying weather conditions. Sitting for extended periods of time. Walking to and from job sites or inspections. Will be required to attend evening meetings.

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.

William C. Bullock, PE, MPA

4015 Moody Place, Mount Vernon, WA 98273 (360) 873-8185

January 12, 2024

Attn: Jeanine Goss
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

RE: Public Works Director Position

I am excited about this opportunity and am pleased to submit my resume and application for the Public Works Director position. My experience in team building as part of public administration, managing operations and utilities, project development, and construction management align well with the qualifications you are seeking for your new Public Works Director.

Becoming a Public Works Director of a mid-size City has been a career goal for several years. My 30 years of experience working for both cities and counties has given me numerous opportunities to build a broad base of experience. As an engineer, my three primary areas of focus in every jurisdiction have been traffic operations, project development/funding, and construction management. As my career has grown, so have my responsibilities. Managing collaborative teams so they can find their strengths and maximize capabilities to tackle challenges and develop solutions is something I truly enjoy. Although the nuances may be different for public administration vs. operations, providing leadership to empower key players and providing the right resources is the path to achieving successful outcomes.

Another critical component for successful leadership in Public Works is having solid relationships with WSDOT, regulatory and funding agencies, regional representatives, and industry professionals. I have found that without these personal relationships, resolving emerging needs or addressing unexpected issues in a timely manner can be extremely difficult. Citizen education is another important factor in developing and implementing any new project or program, as customer service, and satisfaction, is ultimately the primary goal of all phases of local government.

Completing a Masters of Public Administration at Norwich University further refined my management skills and philosophy developed during my career. I will bring a strong work ethic along with a good balance of persistence, leadership, technical ability, and creativity to the team.

I believe I am the right candidate for this position and look forward to the opportunity to further discuss my qualifications with the City's evaluation team. Thank you in advance for your consideration.

Regards,



William C. Bullock, PE, MPA

William C. Bullock, PE, MPA

4015 Moody Pl, Mount Vernon, WA 98274 – (360) 899-7531

City Engineer, City of Mount Vernon, Mount Vernon WA – Oct 2019 – present – **4+ years**

Responsible for the management, coordination and oversight of engineering services, contract management, and budget development of streets, utility, and facility projects; **2 FTE, \$6.5 million budget.**

- Obtained over \$ 6,000,000 in grant funding for City transportation and utilities projects including:
 - \$1,300,000 Hoag/Laventure Intersection (TIB)
 - \$1,058,000 Riverside Drive Improvements (STP)
 - Advanced over \$2,100,000 in additional existing project funding up to 2-3 years ahead of schedule.
 - \$1,200,000 Laventure Widening (TIB)
 - \$430,000 30th St Improvements (STP)
- Managed design and/or construction including the following projects:
 - College Way I-5 Widening
 - College Way/30th Signal
 - N 19th Emergency Culvert Repair
 - Little Mountain Parking Lot
 - Maintenance Canopy Addition
 - College Way Signal Corridor Improvements
 - 4th/Riverside Dr RR Crossing Improvements
 - Kulshan Trail Safety Lighting Project
 - Freeway Drive Improvements Project
 - Solid Waste Admin Building Addition
- Head of Traffic Safety Committee addressing and implementing operational/traffic safety improvements primarily developed from citizen comments; representation includes mayor's office, council member, City Attorney, police, maintenance/operations.
- Delivered College Way/30th Signal, N 19th Emergency Culvert Repair, and Kulshan Lighting Project within or under 5% of contract bid cost/budget.
- Re-established an active, collaborative, relationship with Development Services and Public Works for project coordination and technical assistance.
- Developed 6-Year TIP and a transportation planning strategy to advance project obligation and position Mount Vernon projects to take advantage of future obligation gap opportunities in the region.

City Engineer, City of Maple Valley Public Works, Maple Valley WA – Aug 2017 to Oct 2019 – **2 years**

Responsible for management, coordination, and administration of engineering services, contract management, and budget development of streets and stormwater (other utility services provided by PUDs); **4 FTE, \$6.2 million budget.**

- Obtained \$4,700,000 in grant funding for City transportation and stormwater projects including:
 - \$4,000,000 SR 169 Widening (TIB)
 - \$ 164,000 Rock Creek Pedestrian Path (SRTS)
 - \$395,000 SE 256th Fish Pass Culvert (KCFCD)
 - \$140,000 various DOE stormwater funding
- Managed design and construction of the following projects:
 - Rock Creek Pedestrian Path (2018)
 - SR 516/218th Ave SE Intersection Improv (2018)
 - SR 169 Widening (2019/2020)
 - SE 256th Street Realignment (2018)
 - Community Center Parking Lot Rehab (2018)
 - Kent-Kangley/242nd Ave SE Signalization (2019)
- Delivered SR 516/218th Ave SE Intersection Improvement and Rock Creek Pedestrian Path project 4% and 6%, respectively, under contract bid cost/budget.
- Implemented traffic review process/program to respond to citizen concerns and partnered with City Police Department; resulted in addressing a variety of issues and responsiveness to citizens involving traffic solutions.
- Fully redeveloped 6-Year TIP, descriptive project pages, and budgeting.
- Active participation with PSRC and King County Project Evaluation Committee.
- Emergency Management Vice Chair, APWA Washington Chapter.

William C. Bullock, PE, MPA

4015 Moody Pl, Mount Vernon, WA 98274 – (360) 899-7531

Assistant Director/City Engineer, City of Blaine Public Works, Blaine Washington – Aug 2009 to Aug 2017 – **8 years**
Responsible for management, coordination, and oversight of engineering services, utility services (power, sewer, water, reclaimed water, storm water), contract management, and budget development; **7 FTE, \$9.4 million operating budget.**

- Obtained \$11,500,000 in grant and loan funding for City projects including:
 - \$2,510,000 Hughes Ave Reconstruction (TIB/STP-R)
 - \$1,330,000 Vista Terrace Sewer ULID (PWTF/DOE)
 - \$ 554,000 Mitchell Ave Improvements (TIB)
 - \$520,000 Marine Drive Reconstruction (TIB)
 - \$400,000 Semiahmoo Reclaim Water (EDI)
 - \$237,000 Peace Portal Trail (TIB/STP-E)
- Managed design and construction of the following projects:
 - Boblett Street Connector
 - H Street Reconstruction
 - Mitchell Ave Improvements
 - Circuit 16/17 Loop Upgrade (power)
 - Vista Terrace Sewer ULID
 - Marine Drive Reconstruction
 - H St Downtown Revitalization
 - Phase III WW Conveyance Project
 - Peace Portal Community Trail
 - 2nd, 3rd, & B St Neighborhood Street Projects
- Implemented new maintenance work order prioritization and reporting procedures to streamline coordination between maintenance and administration staff.
- Successfully managed logistics of native remains discovery on the Phase III Waste Water Conveyance Project; secured site, coordinated alternative solution with Lummi Tribe, DAHP, and USDA-RD for approval to resume work within four days of discovery. Minimized delay to contractor. Project actively monitored by an archaeologist.
- Speaker/presenter at the 2013 IACC Conference – “Local Improvement Districts – Successful Solutions”
- Managed hiring process for nine Public Works employees.
- Negotiated and drafted contractual service agreements with Semiahmoo Golf Course (Reclaimed Water), Puget Sound Energy (Electric Service Area), and Harbor Shores STEP System Conveyance (Waste Water).
- Active in regional planning through Whatcom Council of Governments, International Trade and Mobility Corridor, and Whatcom Water Alliance.
- Emergency Management Certifications: ICS 100, 200, 700b, 800a; ICS 300, 400 and Comm Unit Leader.

Assistant Director/City Engineer, City of Sequim Public Works, Sequim Washington Jan 2007 to July 2009 -**2.5 yrs**
Responsible for the management, oversight, and technical support of engineering and development services, sewer, water, parks, PW crew, and 2009 budget; **5 FTE, \$6.5 million operating budget.**

- Contract administration and oversight for major and small works projects including:
 - Water Reclamation Facility Upgrade - \$10.2 million
 - Reclaim Water Distribution Expansion Design - \$1.1 million
 - Pitship Estuary Bridge - \$400,000
 - Port Williams Well Installation - \$445,000
 - Brownfield Road Project - \$600,000
- Responsible for ensuring plans for streets, utilities, and site design submitted for commercial and subdivision development review comply with all City, State, and Federal standards as applicable.
 - Holliday Inn Express
 - Black Bear Restaurant
 - IHOP Restaurant
 - Walgreens
 - Shucks Auto Parts
 - Discount Tire
 - Rite-Aid
 - Elk Creek Apts – 138 units
 - Solona Phase II Development – 314+ units
 - Cedar Ridge Development – 234+ units
 - Willow Creek Manor Dev – 160+ units
 - Sequim Health & Rehab Center -100 units
- Provide engineering and technical assistance to city crew, contractors, and general public to resolve problems when discrepancies or issues arise with maintenance or installation of City and developer constructed facilities.

William C. Bullock, PE, MPA

4015 Moody Pl, Mount Vernon, WA 98274 – (360) 899-7531

- Established inter-local agreements with Clallam County, City of Port Angeles, and Fire District #3 for the sharing of resources, equipment, and manpower.
- Reclassified federal functional classification of street network to provide comprehensive capability for transportation planning and grant eligibility.
- Planned and developed the Six-Year Transportation Improvement Plan.
- Update City design standards and related ordinances and codes.

Assistant County/Traffic Engineer, Lewis County Public Works, Chehalis Washington – 2005 to 2007 – **2+ years**
Responsible for management, coordination, and oversight of the Engineering Services Division of Public Works-
7 FTEs, and Traffic Operations Group, 8-FTEs, with an annual construction/operating budget of \$7.2 million.

- Oversight and administration of project design, construction contracts, bid award and construction management for county road, overlay, and bridge projects.
- Management and oversight of transportation related consultant projects (total \$1,800,000):
 - EMME/2 traffic model – Perteeet
 - Traffic Model Land Use Development – Lochner
 - Arterial Corridor Analysis - CH2MHill
 - White Pass Scenic Byway – Parametrix
- Administration of FEMA project identification and development for the 2006 county wide flood event damage totaling \$4.5 million. Provided support/assistance to small city jurisdictions for FEMA coordination.
- Management and supervision of the Traffic Operations Group as Traffic Engineer.
 - Developed annual budget for this division of Public Works.
- Planned and developed the six-year transportation improvement plan and outreach process.
- Review and determine mitigation for traffic impact analysis, traffic investigations, traffic control plans for Public Works. Coordinated efforts with WSDOT, cities, counties, and other agencies.
- Developed comprehensive update of County Road Standards.

Transportation Engineer, Mason County Public Works, Shelton, Washington – 1993 to 2005 – **12.5 years**
Progressively responsible for all transportation planning, analysis and review, road inventories and information support to engineering, grant funding, road project design, 6-Year TIP and Annual Construction Plan and supervisory duties associated with such work.

- Responsible for developing the Transportation Element of the Comprehensive Plan for compliance with the Growth Management Act; coordinated efforts between Public Works, Planning Department, and Consultants. ***Transportation Element was the only chapter not invalidated by the GMA hearings board.***
 - Co-developed transportation model for Mason County – TModel2.
 - Developed a new method and program for tabulating land use data for traffic modeling.
 - Responsible for management, analysis, reporting, and oversight of collection road log data
 - Developed twelve 6-Year TIP's
- Responsible for traffic analysis, sign shop technical support, TIA review, traffic warrant analysis, etc.
 - Analysis and update of county-wide advisory signage
 - Developed "Stop -bar rumble strip" program, reducing collisions at stop-controlled intersections.
- Designed construction plans for Belfair-Tahuya Road (CRP 1523), Crestview Drive (CRP 1235), and other small works projects with AutoCAD and Eaglepoint.

Education:

University of Washington, Seattle, WA
BS Industrial Engineering, 1992

Norwich University, Northfield, VT
Masters of Public Administration, 2018 - Honors



City Council Agenda Item

Agenda Item No.: m.2.

Date: April 10, 2024

From: Charlie Bush, City Administrator

Subject: Confirmation and Employment Agreement - Community Development Director - Thomas E. Glover

RECOMMENDED ACTION:

Motion to confirm Thomas (Tom) Glover as Community Development Director and authorize the mayor to enter into an employment agreement with Tom Glover.

ISSUE:

Should the City Council confirm and authorize the Mayor to enter into an employment agreement with Thomas (Tom) Glover?

BACKGROUND/SUMMARY INFORMATION:

The City Council confirms department director candidates recommended by the Mayor and also authorizes the Mayor to enter into employment agreements with the City's directors.

Mr. Thomas (Tom) Glover recently competed to become the City's next Community Development Director, replacing John Coleman, who left last May. The City had three Interim Directors over the past year, including Jana Hanson, City Administrator Charlie Bush, and Hiller West and eventually executed a candidate sourcing contract with GMP Consultants to assist with the recruitment. While Mr. Glover was the only person in this portion of the interview process, coming at the end of our second posting with GMP Consultants, we had onsite interviews with 4 other individuals over the past year and screening interviews with about a half-dozen people. Mr. Glover performed well in our interview process and was the unanimous choice of all of the people involved in his interview process. Panels included Planning/Building/Engineering staff, the Senior Management Team (director team)/Planning Commission, and the Mayor/City Administrator/City Council Planning and Business Development Committee (Council members Lavacca, Loy, and Burns). Mayor Johnson offered the position to Mr. Glover and he accepted (see attached signed offer letter). City Administrator Bush conducted reference checks, which all came back positive.

Mr. Glover brings over 30 years of local government experience, much of it in Washington, to the City, including extensive planning and Growth Management Act experience from city, county, and regional planning agency perspectives. He has served as City Administrator for the City of Prosser, as the Director of the Walla Walla County Community Development Department, as the Director of the Walla Walla Joint Community Development Agency, as the Interim Director of the Walla Walla Valley

Metropolitan Planning Organization (MPO)/SRTPO (regional land use and transportation planning agency), and as Town Administrator of Mancos, Colorado. Mr. Glover holds a Bachelor of Arts Degree in Urban and Regional Planning from Eastern Washington University and a Master of Arts Degree in Urban and Regional Planning from the University of Colorado. Mr. Glover's resume and cover letter are attached.

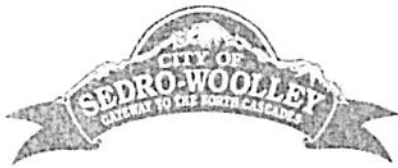
Mr. Glover would start employment on May 1, 2024. He would be paid at Step 6 of Grade 132, at \$12,112.50 per month, and receive 3 months of severance if he were to be involuntarily separated without cause. Given that he is relocating from Walla Walla, his employment agreement includes relocation expenses not to exceed \$7,300. These expenses would be paid back in full if he is not in the position after 24 months (2 years). Given the historically tight housing market, the City also has a basic 495 square foot apartment in the Sedro-Woolley Musuem building (upstairs) that we have offered Mr. Glover to lease from us for \$785 per month for up to 6 months, to allow him to start working here sooner and to help him time a move for his family, including a school-aged child, during the summer. The apartment has been used for short periods of time in the past by staff, and by park caretakers during flood evacuations. Mr. Glover would sign a separate lease agreement. Additional details are available in his draft employment contract, which is attached.

FISCAL IMPACT, IF APPROPRIATE:

Mr. Glover's salary and benefits are included in the 2024 budget. His relocation expenses can be absorbed within the current General Fund budget.

ATTACHMENTS:

1. Glover signed offer letter and Contract
2. Community-Devt-Director-Building-Official-2023
3. Tom Glover Offer Letter 2024 CDD (includes page 2)
4. TomResumeCoverLetter



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

March 27, 2024

Thomas E. Glover
2990 Detour Road
Walla Walla, WA 99362

Dear Mr. Glover:

Congratulations on being chosen to fill the Community Development Director position with the City of Sedro-Woolley. The purpose of this letter is to extend a conditional letter of employment to you. This position is non-union and is FLSA exempt. Employment is conditional upon confirmation and approval of an employment agreement by the City Council, and reference checks. The following are the terms of this position:

Date of Hire	May 1, 2024
Monthly Salary	\$12,112.50 by direct deposit, step 6 of Grade 132
Pay dates	Twice a month on the 5 th & 20 th
Longevity Pay	N/A
Medical Insurance	Regence BlueShield, Association of Washington Cities (AWC) Healthfirst 250 Plan <u>or</u> Regence BlueShield, High Deductible Health Plan With Health Savings Account
Dental Insurance	Washington Dental Services, AWC, Plan F
Vision Insurance	Vision Service Plan, AWC, Full Family – no deductible Plan
Life Insurance	Standard Insurance, AWC, \$10,000 policy
Insurance Begins	May 1, 2024
Medical Withholding per pay month	10% of premium amount

Sincerely,

Charles P. Bush

Charles Bush
City Administrator

cc: Personnel file

I agree to the terms listed in the above job offer:

Accepted:

Applicant

Thomas J. Love Date 4-2-24

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this tenth day of April 2024, by and between the City of Sedro-Woolley, State of Washington, a municipal corporation, hereinafter called "Employer", and Thomas E. Glover, hereinafter called "Employee", both of whom covenant and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as Community Development Director of the City of Sedro-Woolley; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to be employed as Community Development Director of the City of Sedro-Woolley and has a planned start date with the City of May 1, 2024:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ said Employee as Community Development Director of said Employer to perform the functions and duties of said office as specified by law, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign. A job description is attached hereto and incorporated by reference as Exhibit A.

Section 2. Term

A. The Employee serves at the pleasure of the Mayor. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.

Section 3. Suspension

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement.

Section 4. Termination and Severance Pay

A. In the event Employee is terminated by the Employer during such time that employee is willing and able to perform his duties under this agreement, then the Employer agrees to pay Employee a lump sum cash payment equal to three (3) month's aggregate salary & health insurance; provided, however, that in the event Employee is terminated for just cause, or because of his conviction of any illegal act involving personal gain to him, that the Employer shall have no obligation to pay the aggregate severance sum designed in this paragraph. ("Just cause" shall include all matters that constitute grounds for disciplinary action as set forth in any personal policy manual of the Employer as now existing or hereinafter amended. The provisions of any personnel policy or other written or unwritten custom or policy regarding termination shall not apply to the Employee, except for purposes of defining "just cause".)

B. In the event employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all department head Employees of employer, or in the event Employer refuses, following written notice, to comply with any other provisions benefiting Employee herein then the employee may, at his option, be deemed to be terminated at the date of such reduction or such refusal to comply with the meaning and context of the severance pay provisions, as his sole and exclusive remedy for such action.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties otherwise agree.

D. The severance package provided in subparagraph 4.A. above shall not be construed as an extension of the Employee employment beyond the termination date. The Employee shall not during the period between the termination date and the end of the severance payments accrue any additional sick leave vacation leave or other benefit accorded active City employees.

Section 5. Salary

Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of \$12,112.50 per month, payable in installments at the same time as other Employees of the Employer are paid.

Said salary shall cease upon termination of employment as provided in this agreement. In addition, the rate of pay and benefits will be adjusted annually equal to the cost of living and/or cost of market increase, and/or step increase, provided to other nonunion management employees. Employer shall not at any time during the term of this agreement reduce the salary compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all department head employees of the Employer. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the

Employee. Adjustments in salary or benefits, if any, shall be made pursuant to a lawful governing body action.

Section 6. Performance Evaluation

The Employer shall review and evaluate the performance of the Employee at least once annually. The employer shall provide the Employee with a summary written statement of the findings of the Employer and provide an adequate opportunity for the Employee to discuss his evaluation with the Employer.

Section 7. Hours of Work

The parties agree that this position is a professional exempt position, and that payment is based on a monthly salary, and not on an hourly rate of compensation. It is recognized that Employee must devote time outside the normal office hours of business of the Employer. The Employee shall not receive additional compensation or compensatory time for such work. Upon approval of the Mayor, Employee may work a non-traditional workweek, such as a 4/10 schedule.

Section 8. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, subject to the approval of the Mayor, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 9. Automobile

For travel beyond the City limits, Employer shall provide Employee either the use of a City automobile for City purposes, or alternatively, compensation on a "per mile" basis for use of Employee's vehicle by Employee for City purposes at the same rate as applicable to other management employees of Employer.

Section 10. Vacation, Sick, Executive, and Military Leave

Employee shall accrue vacation at a rate of 6.68 hours per pay period (semi-monthly) and be indexed to the City's vacation leave table starting at 10 years of service, moving through the table in the same way as other management employees. Sick leave will accrue and will be credited to Employee's personal account at the same rate as other management employees of the Employer. Employee will receive Executive Leave according to City policy (current amount is 80 hours per year provided January 1 each year to be used in that year).

Section 11. Health Insurance

A. Employer agrees to provide policies of medical insurance covering Employee and his dependents that are required by law or provided to all other management employees of Employer and their dependents.

B. The Employee agrees to abide by the Employer's policy regarding drug testing.

Section 12. Retirement

Employer agrees to provide retirement benefits for Employee as provided by law.

Section 13. Dues and Subscription

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the employer. These expenses shall be subject to prior approval of the Employer.

Section 14. Professional Development

Employer agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer. These expenses shall be subject to prior approval of the Employer.

Section 15. Relocation

Upon presentation of receipts, Employer shall pay for the reasonable expenses of moving the Employee, his family, and personal property from Walla Walla, Washington to Sedro-Woolley, Washington; said moving expenses to include packing, moving, storage costs, insurance charges, and temporary housing, if needed. The Employee shall be paid up to \$7,300 for such relocation expenses upon presentation of receipts to the City. Such sums shall be repaid to the City if the Employee voluntarily terminates his employment with the City before 24 months from the date of employment. Employee understands that per current IRS regulations, reimbursed moving expenses are considered taxable for W-2 reporting purposes (IRS Publication 15-2021).

In addition, to ease his housing transition in a historically tight Skagit County housing market, Employer will make available an Employer-owned 495 square foot studio apartment above the Sedro-Woolley Museum to Employee for a period of up to six (6) months. Use of the space is valued at \$785 per month. If the space is used by the Employee, this amount will be deducted from the Employee's paycheck each month for the time that he occupies the space. The Employee will sign a lease agreement covering their time living in the apartment.

Section 16. Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Employee's duties as Community Development Director, except as may be caused by the intentional misconduct or criminal action of Employee. Employer will defend, compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.

Section 17. Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City ordinance or any other law.

B. All ordinances, regulations and rules of the Employer relating to vacation and such leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee, except as herein provided.

Section 18. Notices

Notices pursuant to this agreement may be provided electronically or by deposit in the custody of the United States Postal Service, postage prepaid, addressed to the last known address of the parties hereto. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on April 10, 2024.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law drying the term of this Agreement

F. Amendments. This agreement may be amended at any time by mutual agreement of the Employer and the Employee. Any amendments are to be negotiated, and be in accordance with the provisions of the Sedro-Woolley Municipal Code. This Agreement may only be amended in writing.

G. The text herein shall constitute the entire agreement between the parties.

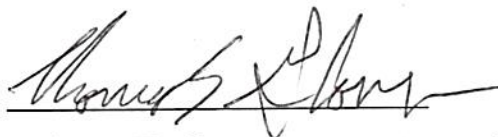
IN WITNESS WHEREOF, the City of Sedro-Woolley has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SEDRO-WOOLLEY

EMPLOYEE

By: _____

Julia Johnson, Mayor



Thomas E. Glover

4-2-24

Attest:

Kelly Kohnken, Finance Director

Approved as to Form:

Nikki Thompson, City Attorney

City of Sedro-Woolley Community Development Director Job Description

TITLE: COMMUNITY DEVELOPMENT DIRECTOR & BUILDING OFFICIAL

REPORTS TO: City Administrator

FLSA STATUS: Exempt

GENERAL DESCRIPTION:

The Community Development Director is an integral part of the Sedro-Woolley leadership team overseeing the City of Sedro-Woolley Planning and Building Departments. Under the general direction of the City Administrator, the Community Development Director assumes full leadership and management responsibility for Planning and Building Department services and activities, including current and long-range planning, building inspection, code compliance, plan review, permit processing and community outreach. Administers and interprets the Comprehensive Plan, development regulations and other codes; ensures compliance with federal, state and local laws, ordinances, rules and regulations; drafts updates to the Comprehensive Plan and development regulations and design standards as necessary to achieve the City's goals and policies and comply with new laws or regulations; develops plans or programs to satisfy future needs for department services; and provides technical guidance. Exercises considerable independence and has full responsibility for departmental operations, managing supervisory, professional, technical and clerical staff, directly and indirectly.

This position also serves as the City's Building Official and as such ensures the enforcement of building and land development codes, coordinates code enforcement in partnership with the Police Department, performs professional research and analysis of major development projects, policies, and legislation affecting land use management and environmental programs. Considerable judgment in evaluating complex situations is necessary, as most work is performed independently under general guidance from the Mayor, City Administrator, City Council and Planning Commission. Because of the small size of the city staff each staff member is expected to perform a wide range of duties as may be required from time to time.

SUPERVISES:

Three full-time employees: Building Inspector/Plans Examiner, Assistant Planner and Permit Technician.

ESSENTIAL FUNCTIONS:

- Administers all the activities of the Planning and Building Departments, which includes current and long-range planning, building inspection, code compliance, plan review, permit processing and community outreach; also coordinates code enforcement with the Police Department.
- Responsible for administrative interpretation and enforcement of all land use and building related codes, standards, and regulations.
- Ensures that all new development in the City meets city, state, and federal development, environmental, and Growth Management Act requirements. Prepares, reviews and approves SEPA documents and mitigation plans for critical areas. Acts as the City's SEPA Responsible Official.
- Ensures that all new development in the flood plain meets FEMA requirements. Acts as the City's Flood Plain Manager.
- Participates as a member and representative of the City's Senior Management Team and Senior Leadership Team to develop and implement the City's vision, strategies, and policies; establish and promote organizational values; facilitate quality improvements throughout the organization and/or community; and participate in community service work.
- Serves as the primary contact for and advisor to various community committees, City Council, City Administrator, Planning Commission and staff on land use policy issues, planning procedures, the city Comprehensive Plan, as well as land use ordinances.
- Attends Planning Commission, City Council meetings, Council Committee meetings and other committee meetings.
- Works with representatives from neighboring jurisdictions and regional partners in the development of regional land use policies, plans and/or resolutions of regional land use issues.
- Takes a proactive approach towards potential economic development projects for the City. Responds to inquiries with information on the planning process, demographics, real estate market, and public policy.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Ensures City regulatory and permit processes meet local, state and federal regulatory requirements and guidelines.
- Manages and supports department personnel. Establishes work priorities and performance standards for staff; monitors performance and provides effective feedback; works with staff to correct any deficiencies; implements any necessary disciplinary action after consultation with the City Administrator.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems,

and internal reporting relationships; identifies opportunities for improvement; directs and supports the implementation of change.

- Represents department on citywide task teams. Represents the City on regional and state-wide committees and in legislative matters.
- Administers the City's Building Codes to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the jurisdiction.
- Provide code interpretations to developers and building owners for projects that are not directly addressed in the codes.
- Perform on-site inspections of residential and commercial buildings.
- Operates and drives a motor vehicle safely and legally.
- Delivers excellent customer service to diverse audiences.
- Manage complex planning studies; review and process complex comprehensive plans, rezoning needs, annexations, site plans and plats; serve as project manager in the development of various planning projects and programs from conceptual design through final construction.
- Prepares a variety of letters, memos, contracts, forms, reports, and other documents; operates computers to produce documents with clearly organized thoughts using proper sentence construction, punctuation, and grammar.
- Presents issues and recommendations on major issues requiring policy direction to appropriate advisory bodies and to the Council.
- Prepares annual report of development, construction, demolition, annexation, and land use activity to City Council for use by various agencies and public.
- Keeps informed of new trends, developments, laws, and regulations impacting the activities of the department.
- Establishes and maintains cooperative, effective working relationships with co-workers, other City employees, and the general public using principles of good customer service.
- Reports for scheduled work with regular, reliable and punctual attendance.
- Performs field investigations to gather technical and demographic data related to developmental proposals.
- Prepares written recommendations for action on development projects applications, programs, and related regulations.
- Reviews state and county land use proposals affecting City jurisdiction with other departments and prepares coordinated response.
- Prepares grant applications and administers funds awarded.

EDUCATION/EXPERIENCE:

Education:

Must have a bachelor's degree in land use planning or related field. Master's degree in land use planning or related field desirable but not required. Educational requirement may be substituted by relevant professional experience as determined by the employer.

Experience:

Five years progressively responsible experience in general planning, public administration, or related field required.

KNOWLEDGE/SKILLS/ABILITY:

- American Institute of Certified Planners (AICP) preferred.
- Certified Flood Plain Manager (CFM) preferred.
- ICC Certifications as a Plans Examiner, Building Inspector or Building Official is an advantage.
- Knowledge of federal, state, and local laws, regulations, and application procedures relating to comprehensive community planning, construction, and environmental issues.
- The ability to communicate them orally and in writing to construction/development industry professionals and the general public is required.
- The ability to read and interpret technical plans, drawings, and other data. • demonstrated ability to gather, organize, and analyze data from multiple sources and prepare reports, plans, and other documents.
- Able to manage subordinate staff, planning, organizing and overseeing their work to completion, frequently under deadline pressure.
- Must have interpersonal skills to establish and maintain effective working relationships with staff, government officials, and the general public.

WORK ENVIRONMENT:

The physical demands described here are representative of those required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is of an administrative nature and typically performed indoors, with prolonged sitting and fine manipulation skills required for computer use, occasional lifting of 10-30 pounds, and speaking and listening to others in small and large groups. The environment is sometimes stressful in trying to meet customer needs and/or dealing with public controversies. Periodic outdoor field inspections require combinations of standing and walking in all kinds of weather conditions. There is some exposure to noise, vibration, fumes, odors and dust as well as to traffic, construction equipment, slippery work surfaces and uneven terrain. Protective clothing such as hard hat, steel-toed boots, and safety vest and rain gear may be required at times. Continuous exposure to managing conflicting interests in a regulatory environment can cause frequent emotional stress. Frequent attendance at night meetings is required, and workweek regularly exceeds 40 hours.

Application Procedure:

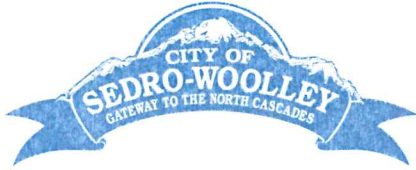
Applications postmarked prior to the closing, but received after the closing date, will not be accepted. Cover letter and resumes are accepted but must be accompanied by completed City of Sedro-Woolley application and received by the closing date. Submit application to City of Sedro-Woolley Personnel Department, 325 Metcalf Street, Sedro-Woolley WA. 98284. Office hours: 8:00 am. - 5:00 pm. Monday – Friday. Applications can be obtained at <http://www.ci.sedro-woolley.wa.us/>.

Selection Process:

Following a review of the applications and resumes, the highest qualified applicants will be interviewed.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF SEDRO-WOOLLEY

Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661
Fax (360) 855-0707

March 27, 2024

Thomas E. Glover
2990 Detour Road
Walla Walla, WA 99362

Dear Mr. Glover:

Congratulations on being chosen to fill the Community Development Director position with the City of Sedro-Woolley. The purpose of this letter is to extend a conditional letter of employment to you. This position is non-union and is FLSA exempt. Employment is conditional upon confirmation and approval of an employment agreement by the City Council, and reference checks. The following are the terms of this position:

Date of Hire	May 1, 2024
Monthly Salary	\$12,112.50 by direct deposit, step 6 of Grade 132
Pay dates	Twice a month on the 5 th & 20 th
Longevity Pay	N/A
Medical Insurance	Regence BlueShield, Association of Washington Cities (AWC) Healthfirst 250 Plan <u>or</u> Regence BlueShield, High Deductible Health Plan With Health Savings Account
Dental Insurance	Washington Dental Services, AWC, Plan F
Vision Insurance	Vision Service Plan, AWC, Full Family – no deductible Plan
Life Insurance	Standard Insurance, AWC, \$10,000 policy
Insurance Begins	May 1, 2024
Medical Withholding per pay month	10% of premium amount

Retirement Plans available	Washington State PERS 2 or 3
Employee Retirement Contribution	6.36% for PERS 2, varies for PERS 3
Employer PERS Contribution	9.53%
Voluntary Deferred Comp Program Eligibility Begins	May 1, 2024
Supervisor	Charlie Bush, City Administrator
Licenses Required	Washington State Driver's License. Ability to obtain within one year.
Union Membership	N/A
Union Dues	N/A
Vacation Accrual	6.68 hours per pay period (13.36 hours per month), indexed to the City's vacation leave table starting at 10 years of service. You will remain at this level for the next 5 years of service and then will advance to the next level, which is 7 hours per pay period.
Executive Leave	80 hours per year provided on January 1 that can be taken in up to 40-hour increments. The balance expires at the end of the calendar year.
Holidays	13 per year (includes 1 floating holiday)
Sick Leave Accrual	4.00 hours per pay period
VEBA	\$25.00 per pay period
Probationary period ends	No probation period
Relocation	Not to exceed \$7,300, to be paid back in full to the City if you are not in the position after 24 months. In addition, to aid the transition, the City will make a basic 495 square foot apartment above the Sedro-Woolley Museum available to you for up to six (6) months. Use of the space is valued at \$785 per month, an amount you would need to remit to the City. The City will also allow some initial remote work to ease the transition.

Tom, welcome to the City of Sedro-Woolley!

Sincerely,



Charles Bush
City Administrator

cc: Personnel file

I agree to the terms listed in the above job offer:

<u>Accepted:</u>	<u>Date</u>
<u>Applicant</u>	

March 6, 2024

Personnel Department
Community Development Director
City of Sedro-Woolley, WA

Dear Search Committee:

I am presenting my credentials for your review and consideration for the position of Community Development Director with the City of Sedro-Woolley, Washington. My resume, attached, provides detail of my experience and education that align with the required knowledge, skills, abilities, and education for the position. I bring 30+ years' work experience in public sector service, the last 20 of which have been at the executive level. I am thrilled by this exciting opportunity to continue putting my skills and knowledge to work, this time for your wonderful, diverse, and growing community.

Most recently, I served the City of Prosser, Washington as their City Administrator. Unfortunately, a new mayor was sworn in this past January, and terminated my employment contract. I served as City Administrator for the past 3 1/2 years having come on board in July 2020; interestingly, during the COVID pandemic when most municipal offices were closed to the public. What an odd time to start work as a local government leader! About eight months later our City Hall and Police Department burned, and we had to re-establish City operations in another location. Looking back, I seemingly hit the pavement running, having been 'blessed' with unique leadership opportunities. I must say that I did enjoy my position there, and I'm proud of what Council and staff have together accomplished over my three and a half years tenure.

I bring to you a diverse personal work experience. This began several decades ago when I left my home and family in Spokane to serve the U.S. Peace Corps in Yemen. With a Bachelor's degree in Urban & Regional Planning from Eastern Washington University, and a year of entry-level land use planning experience with Pierce County Planning in Tacoma, I embarked on what became a remarkable journey for me, working in a foreign country where I had to learn the language to survive.

When I returned stateside I relocated to Denver to begin my graduate work in Urban & Regional Planning at the University of Colorado. While there I landed my first real salaried job with the Regional Transportation District, which at the time served a six-country metropolitan area of (then) about 2 million people. Of course, that area has grown tremendously since then. In time, I landed my first municipal administrator position with the Town of Mancos in beautiful Southwest Colorado, at the Gateway to Mesa Verde National Park. In that position I learned the value of developing successful working relationships with local residents, elected officials, and regional and state organizations. The Mayor and I began an aggressive infrastructure rebuilding program to upgrade/replace aging water and sewer infrastructure, community buildings and parks, and inspire new investment in the community. I wrote a lot of grant applications, and forged a lot of partnerships!

After seven years in my first municipal administrator position, and after living nearly 20 years in Colorado, I returned to Washington, to Walla Walla County (at first) where I oversaw the land use planning, construction inspection, and code enforcement team of very talented individuals. I led my new teams through several organizational restructuring programs, was appointed Director of the Walla Walla Joint Community Development Agency (a joint venture between the County of Walla Walla and the City of Walla Walla). While serving in that capacity I was eventually also appointed as the Director of the

(then) newly created Walla Walla Valley MPO/SRTPO, whose members included the City of Milton-Freewater and Umatilla County (one of only a few Bi-State MPOs in the Northwest).

In my time in Prosser I learned how to lead through a pandemic, deal with a devastating fire that destroyed City Hall and the Police Station, and lead a team of professionals overseeing the City's Administration, Finance, Clerk, Public Works, Police, and Community Development Departments. I owe my success here to a supportive Mayor, who loves his community, and a team of professionals who hold the bar high when it comes to customer service and accountability.

I look forward to talking with you about this exciting opportunity to serve the City of Sedro-Woolley.

Regards,

A handwritten signature in black ink, appearing to read "Thomas E. Glover". The signature is fluid and cursive, with the first name "Thomas" and last name "Glover" clearly distinguishable.

Thomas E. Glover, ICMA-CM
2990 Detour Rd.
Walla Walla, WA 99362
(509) 540-4017
Thomas.E.Glover2020@gmail.com

Thomas E. Glover, ICMA-CM

Walla Walla, WA • (509) 540.4017 • Thomas.E.Glover2020@gmail.com

Passionate about local government, public-sector management with more than twenty years of experience. Looking to bring my skills and knowledge into a rapidly growing city as City Manager to be a catalyst of community success. I pride myself on being forward thinking, with understanding of a full service city, and desire to provide inclusive services to a diverse community. Transparent, approachable, with an intuitive ability to build rapport throughout all sectors with trust and communication.

SKILLS

- Public Administration & Practices • Municipal Finance & Law • Fiscal Management
- Project Management • Strategic Planning • Public Speaking • Consensus Building • Community Partnerships • Team Building • Staff Empowerment • Policy Research & Implementation
- Communication: Residents, Private Industry, Elected/Appointed Officials, Local/State Government

WORK EXPERIENCE

City Administrator • City of Prosser • Prosser, WA

July 2020 - Present

- * Led an intensive 19-month site feasibility analysis for a replacement police station/city hall:
 - * Project included space needs projection
 - * Identifying potential funding sources
 - * Compiling and reviewing past studies
 - * Working with an architect/design team, and the Mayor's planning subcommittee to identify final recommendations
 - * Total cost of consulting services was \$89,000. KDA Architecture, Yakima, WA
- * Oversaw the completion of the update of the City's Emergency Operations Plan with the expertise of the City Clerk's Office, Police, local Fire District, City department directors, and the local school district and hospital staff
- * Emergency COVID-19 pandemic coordination:
 - * Ongoing communication, mitigation and messaging with community & regional partners
- * Oversaw staff response to a structure fire that destroyed the City's Police Department and severely damaged City Hall:
 - * forced to vacate the facility, set up operations at new sites, but continued to provide support to our residents and the Council in a mostly seamless and emergency transition.
- * Worked closely with our Chief of Police and HR Director to fill positions in the Police Department vacated by former officers responding to upsetting trends in community policing
- * Under the policy guidance of the City Council, while reporting directly to the Mayor
- * Provides leadership and direction to a high performing team of experienced professionals within the following departments:
 - * Community Development, Finance/HR, City Clerk Office, Police, and Public Works
- * Population of 6,200; \$7.4 million General Fund budget with 45 FTEs
- * Secured funding through the Washington State Legislature's Capital Funding Request program to secure a \$106,000 grant to erect a large monument sign at the main entrance to the City that will be used for advertising community events and emergency notifications via an

imbedded LED messaging board. This was a project in partnership with the Prosser Economic Development Association, the City government, and the Chamber of Commerce, with support and advocacy from Senator Perry Dozier of the 16th Legislative District. This project completes a six-year effort to secure funding. Funding for a pedestrian path was also recently secured that will connect the site with an adjacent multi-use recreation path.

Director • Walla Walla County Community Development Dept. • Walla Walla, WA

June 2007 - December 2010 &

January 2015 - July 2019

- * Transitioned staff through changing economic and political focus at the local level:
 - * County & City combined their planning departments in 2011
- * Prepared and managed a \$1,000,000+/- annual department operating budget
- * Computerized permit tracking software program implementation per an organizational study recommendation from an outside consultant in 2007
- * Liaison between the Board of County Commissioners and the County Conservation District resulting in:
 - * Development and implementation of the County's Voluntary Stewardship Program regarding agricultural activities in designated environmentally sensitive areas
- * Reported to a three-member Board of County Commissioners as department head for County Community Development Department:
 - * Land use planning, building permitting and construction review, code compliance and inspection.
- * Led a staff of land use planners, building inspectors, compliance personnel, and administrative staff in departmental operations
- * Re-established the Department after the dissolution of the Joint Agency, nine staff positions

Director • Walla Walla Joint Community Development Agency • Walla Walla, WA

January 2011 - December 2014

- * Merged the County's Community Development Department and the City's Development Services Department
- * Reported directly to an independent five-member appointed Board of Directors
- * Created a new and separate local government organization
- * Set up the new agency, including but not limited to:
 - * Created bylaws, annual budgets, operating procedures,
 - * Contracted for accountant, HR, and attorney
 - * Created a new team of 13 staff positions
 - * Personnel manual, job descriptions, salary structure and employee benefits package

Director (Interim) • Walla Walla Valley MPO/SRTPO • Walla Walla, WA

October 2012 - May 2015

- * Developed annual operating budgets, funding sources and managed staff hiring through a partnership with Washington DOT and Oregon DOT staff
- * Office administration including but not limited to:
 - * Setting up new office space, personnel policies/job descriptions, hiring staff
 - * Securing contracted attorney and accountant services,

- * Setting up the FEIN with the IRS, established separate bank accounts, payroll/benefits services
- * Reported directly to the WWJCDA Board of Directors
- * Served as the lead staff to the MPO's Policy Board, composed of representatives from nine member jurisdictions and across state lines

Town Administrator • Town of Mancos • Mancos, Colorado July 2000 - June 2007

- * Secured funding for public facility construction projects totaling more than \$3,000,000 over a 6½-year period:
 - * New Town Hall, Community Center, Public Works Shop, Town Park renovation, and various water and sewer-line replacement projects
- * Collaborated with State and Federal grant programs:
 - * State Dept. of Local Affairs Energy Assistance Program, USDA loans and grants, Great Outdoors Colorado, Conservation Trust Fund, as well as private donations, local revenue bonds, and regional partnerships.
- * Oversaw the transition from contracted law enforcement services with County Sheriff Office to a re-established local Town Marshal's Office:
 - * Pursued grant funding for office construction and purchasing of vehicles, weapons, supplies, and personnel
 - * Developed Leadership & Management Plan for Town's Public Safety Department
 - * Initiated a nation-wide recruitment for Town Marshal.
- * Financial planning, development and administration of \$2 million municipal budget
- * Supervision of 15+/- employees, including five department heads:
 - * Town Marshal, Public Works Director, Parks/Rec Director, Building Inspector, and Clerk/Treasurer
- * Intergovernmental liaison to regional organizations including but not limited to:
 - * Local Economic Development District, Chamber of Commerce
- * Responsible for day-to-day operations, goals, priorities and policies of seven-member Town Board of Trustees; reported directly to Mayor of Mancos

EDUCATION

M.A., Urban & Regional Planning • University of Colorado • Denver, CO

B.A., Urban & Regional Planning • Eastern Washington University • Cheney, WA

PROFESSIONAL MEMBERSHIPS

- | | |
|---|-----------------------|
| * International City/County Managers Association (ICMA) | 2004 – Present |
| * American Planning Association/AICP | 20+ years |
| * WCMA: Board Member | Appointed August 2021 |

LEADERSHIP DEVELOPMENT/RECOGNITION

- | | |
|---|-------------|
| * Graduate, Prosser Leadership Class • Prosser, WA | August 2022 |
| * 30-year Service Award from ICMA | 2023 |
| * Recognition for leadership & service • Walla Walla Valley MPO | 2013 |
| * Leadership Walla Walla • Walla Walla Community College | 2012 |
| * U.S. Peace Corps | 1987 – 1989 |



City Council Agenda Item

Agenda Item No.: m.3.

Date: April 10, 2024

From: Dan McIlraith, Police Chief

Subject: Add Section 9A.240.010 'Abuse of 911 Emergency Reporting Systems' to SWMC
- Ordinance 2072-24 - 1st Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2072-24 adding section 9A.240.010 'Abuse of 911 Emergency Reporting Systems' to SWMC and approval to clean up a mistake in the same chapter 9A.240 'Miscellaneous Crimes' Section 9A.240.005 "Hotel Offense".

ISSUE:

The City of Sedro-Woolley adopted Ordinance No. 1996-21 on November 23, 2021, which repealed the previous SWMC Title 9 “Public Peace, Morals, and Welfare” and replaced it with Title 9A “Criminal Code”. Chapter 9A.240 contains “Miscellaneous Crimes”.

The Sedro-Woolley Police Department finds it necessary to add to the SWMC “Miscellaneous Crimes” Chapter a section addressing abuse of the 911 emergency reporting system, to address callers who use 911 for non-emergencies; and the Sedro-Woolley Police Department will work with community members who are known to use 911 for non-emergency purposes in an effort to offer other avenues of assistance prior to enforcement of this new SWMC section.

BACKGROUND/SUMMARY INFORMATION:

Every person who knowingly calls a 911 emergency reporting system for a purpose other than to report a situation that requires prompt service in order to preserve or protect human life or health or property commits abuse of 911 emergency reporting systems.

Abuse of 911 emergency reporting systems is a simple misdemeanor. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter and has been given an opportunity to comply and has refused to comply. If the individual fails to comply, a law enforcement officer may then issue a citation under this section.

It is the intent of the Sedro-Woolley City Council that persons with diagnoses of mental illness, and who are charged under this section, be provided interventional services to address behaviors which violate this section.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Sedro-Woolley - Ordinance No. 2072-24 Adding Section 9A.240.010 Abuse of 911 Emergency Reporting Systems
2. Sedro-Woolley - Ordinance No. 2072-24 Adding Section 9A.240.010 Abuse of 911 Emergency Reporting Systems

ORDINANCE NO. 2072-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADDING
SECTION 9A.240.010 ‘ABUSE OF 911 EMERGENCY REPORTING SYSTEMS’ TO
SEDRO-WOOLLEY MUNICIPAL CODE (SWMC) CHAPTER 9A.240 ‘MISCELLANEOUS
CRIMES’

WHEREAS, the City of Sedro-Woolley adopted Ordinance No. 1996-21 on November 23, 2021, which repealed the previous SWMC Title 9 “Public Peace, Morals, and Welfare” and replaced it with Title 9A “Criminal Code”; and,

WHEREAS, Chapter 9A.240 “Miscellaneous Crimes”, Section 9A.240.005 “Hotel offense” currently adopts Revised Code of Washington (RCW) Section 19.48.110 “Obtaining hotel by fraud”; and,

WHEREAS, in the table containing the RCW reference inside Section 9A.240.005 “Hotel offense”, there is an additional SWMC Section 9A.240.010 listed, which is not necessary and the additional SWMC Section number should be removed as a housekeeping item to be used for the subsequent new section; and,

WHEREAS, the Sedro-Woolley Police Department finds it necessary to add to the SWMC “Miscellaneous Crimes” Chapter a section addressing abuse of the 911 emergency reporting system, to address callers who use 911 for non-emergencies; and,

WHEREAS, the Sedro-Woolley Police Department will work with community members who are known to use 911 for non-emergency purposes in an effort to offer other avenues of assistance prior to enforcement of this new SWMC section;

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

Section One. Chapter 9A.240 “Miscellaneous Crimes” of the Sedro-Woolley Municipal Code, last modified by Ord. 1996-21 § 2 in 2021, is hereby amended to read as follows:

Sections:

9A.240.005 Hotel offense.

9A.240.010 Abuse of 911 Emergency Reporting Systems.

9A.240.005 Hotel offense.

The section of this chapter is hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code section of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as miscellaneous crimes:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.240.010	Obtaining hotel by fraud	19.48.110

9A.240.010 Abuse of 911 Emergency Reporting Systems.

Every person who knowingly calls a 911 emergency reporting system for a purpose other than to report a situation that requires prompt service in order to preserve or protect human life or health or property commits abuse of 911 emergency reporting systems.

Abuse of 911 emergency reporting systems is a simple misdemeanor. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter and has been given an opportunity to comply and has refused to comply. If the individual fails to comply, a law enforcement officer may then issue a citation under this section.

It is the intent of the Sedro-Woolley City Council that persons with diagnoses of mental illness, and who are charged under this section, be provided interventional services to address behaviors which violate this section.

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 10th day of April, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

ORDINANCE NO. 2072-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADDING
SECTION 9A.240.010 ‘ABUSE OF 911 EMERGENCY REPORTING SYSTEMS’ TO
SEDRO-WOOLLEY MUNICIPAL CODE (SWMC) CHAPTER 9A.240 ‘MISCELLANEOUS
CRIMES’

WHEREAS, the City of Sedro-Woolley adopted Ordinance No. 1996-21 on November 23, 2021, which repealed the previous SWMC Title 9 “Public Peace, Morals, and Welfare” and replaced it with Title 9A “Criminal Code”; and,

WHEREAS, Chapter 9A.240 “Miscellaneous Crimes”, Section 9A.240.005 “Hotel offense” currently adopts Revised Code of Washington (RCW) Section 19.48.110 “Obtaining hotel by fraud”; and,

WHEREAS, in the table containing the RCW reference inside Section 9A.240.005 “Hotel offense”, there is an additional SWMC Section 9A.240.010 listed, which is not necessary and the additional SWMC Section number should be removed as a housekeeping item to be used for the subsequent new section; and,

WHEREAS, the Sedro-Woolley Police Department finds it necessary to add to the SWMC “Miscellaneous Crimes” Chapter a section addressing abuse of the 911 emergency reporting system, to address callers who use 911 for non-emergencies; and,

WHEREAS, the Sedro-Woolley Police Department will work with community members who are known to use 911 for non-emergency purposes in an effort to offer other avenues of assistance prior to enforcement of this new SWMC section;

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

Section One. Chapter 9A.240 “Miscellaneous Crimes” of the Sedro-Woolley Municipal Code, last modified by Ord. 1996-21 § 2 in 2021, is hereby amended to read as follows:

Sections:

9A.240.005 Hotel offense.

9A.240.010 Abuse of 911 Emergency Reporting Systems.

9A.240.005 Hotel offense.

The section of this chapter is hereby adopted in table form in which each row of the table represents a separate section in which the SWMC section number is listed in the first column, the title of the adopted SWMC section and the RCW is listed in the second column and the reference to the RCW section number is listed in the third column. Copies of the adopted code section of this chapter are on file in the city clerk’s office. Each of the referenced provisions of the RCW in this table, as now in effect or as hereafter amended, is hereby adopted by reference as if fully set out herein to be a part of the Sedro-Woolley Municipal Code as miscellaneous crimes:

SWMC Section	Title	RCW Section (Source of Adopted Law)
9A.240.010	Obtaining hotel by fraud	<u>19.48.110</u>

9A.240.010 Abuse of 911 Emergency Reporting Systems.

Every person who knowingly calls a 911 emergency reporting system for a purpose other than to report a situation that requires prompt service in order to preserve or protect human life or health or property commits abuse of 911 emergency reporting systems.

Abuse of 911 emergency reporting systems is a simple misdemeanor. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter and has been given an opportunity to comply and has refused to comply. If the individual fails to comply, a law enforcement officer may then issue a citation under this section.

It is the intent of the Sedro-Woolley City Council that persons with diagnoses of mental illness, and who are charged under this section, be provided interventional services to address behaviors which violate this section.

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 10th day of April, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: m.4.

Date: April 10, 2024

From: Dan McIlraith, Police Chief

Subject: Amend SWMC Section 6.08.170 Cruelty to Animals - Ordinance 2074-24 - 1st Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2074-24 amending the Sedro-Woolley Municipal Code Section 6.08.170 Cruelty to Animals.

ISSUE:

Amending this code is necessary to provide clear directions on enforcement actions when needed.

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley adopted Ordinance No. 1980-21 on March 10, 2021, which amended Title 6 of the Sedro-Woolley Municipal Code (SWMC) to provide necessary updates to the animal code. Section 6.08.170 “Cruelty to animals” currently lists that violations of the section constitute a misdemeanor, and also references SWMC Section 1.20.010 “Penalty for violation”, which explains the penalties for a Class 1 civil infraction, which are different from a misdemeanor. the Sedro-Woolley Police Department also finds it necessary to add a reference to RCW 16.52.200 “Sentences—Forfeiture of animals—Liability for costs—Penalty—Education, counseling”, which offers alternatives for penalties and sentencing.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Sedro-Woolley-Ordinance No. 2074-24 Amending SWMC Section 6.08.170 Cruelty to animals
2. RCW 16.52.200

ORDINANCE NO. 2074-24

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON AMENDING
SECTION 6.08.170 ‘CRUELTY TO ANIMALS’ OF THE SEDRO-WOOLLEY MUNICIPAL
CODE (SWMC)

WHEREAS, the City of Sedro-Woolley adopted Ordinance No. 1980-21 on March 10, 2021, which amended title 6 of the Sedro-Woolley Municipal Code (SWMC) to provide necessary updates to the animal code; and,

WHEREAS, Section 6.08.170 “Cruelty to animals” currently lists that violations of the section constitute a misdemeanor, and also references SWMC Section 1.20.010 “Penalty for violation”, which explains the penalties for a Class 1 civil infraction, which are different from a misdemeanor; and,

WHEREAS, the Sedro-Woolley Police Department finds it necessary to both remove the misleading reference to SWMC Section 1.20.010 for a Class 1 civil infraction, and increase the penalty for violations of Section 6.08.170 “Cruelty to animals” from a misdemeanor to a gross misdemeanor; and,

WHEREAS, the Sedro-Woolley Police Department also finds it necessary to add reference to RCW 16.52.200 “Sentences—Forfeiture of animals—Liability for costs—Penalty—Education, counseling”, which offers alternatives for penalties and sentencing;

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

Section One. Section 6.08.170 “Cruelty to animals” of the Sedro-Woolley Municipal Code, last modified by Ord. 1980-21 § 2 in 2021, is hereby amended to read as follows:

It is unlawful for any person within the city to intentionally, knowingly, recklessly or with criminal negligence commit, singly or together, any of the following acts or omissions, or to aid or abet another person in the commission of such acts or omissions, which are deemed to constitute cruel treatment of animals:

- A. To cause or allow any animal to endure pain, suffering, or injury or to fail or neglect to aid or attempt to alleviate pain, suffering, or injury which the person has caused to any animal. Such aid shall include provision of needed veterinary care;
- B. To fail to provide minimum care to any animal within the person’s care, custody or control; for the purpose of this section, “minimum care” means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the reasonable control of the owner or keeper, includes, but is not limited to, the following requirements:
 - 1. In each period of twenty-four consecutive hours, to provide food of sufficient quantity and quality to allow for normal growth or maintenance of body weight;

2. In each of twenty-four consecutive hours, to provide open or adequate access to potable water in sufficient quantity to satisfy the animal's needs. Neither ice nor snow is an adequate water source;
3. In the case of domestic animals, to provide a barn, dog house or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun, and which has adequate bedding to protect against cold or dampness;
4. To provide veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect or disease;
5. No domestic animal shall be confined to an area without adequate space for exercise necessary for the health of the animal or which does not allow access to a dry place for the animal to rest. The air temperature in a confinement area must be suitable for the animal involved. Confinement areas must be kept reasonably clean and free from excess mud, waste or other contaminants which could affect the animal's health;

C. To tether, confine or restrain any animal in such a way as to permit said animal to become frequently entangled in such tether, or to render such animal incapable of consuming food or water or of using shelter provided for it, while at the same time allowing adequate space for freedom of movement;

D. To abandon any animal by dropping off or leaving such animal on a street, road or highway, or in a public place, or on the private property of another person;

E. To confine an animal within or on a motor vehicle or other structure or enclosure at any location when unattended and under such circumstances as may endanger the health and well-being of the animal. Such conditions include, but are not limited to, dangerous temperature, lack of food or water, and confinement with a vicious animal;

F. To transport or confine any living animal on the outside part of a motor vehicle except where attached to the vehicle by a suitable harness, leash, cage or other enclosure that protects the animal from falling or being thrown therefrom and which prevents the animal from leaving the vehicle while unattended. The outer part of the vehicle includes the running board, fender or hood of any motor vehicle or the flat bed of a truck and/or the open portion (bed) of a pickup truck;

G. To place any food, drink or other substance of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to domestic animals. Care shall be taken to avoid open containers or spills of antifreeze or other toxic substances;

H. To knowingly and intentionally, whether for amusement of self or others, or for financial gain, cause any animal to fight or injure any other animal, cause it to be fought or be injured by any animal or to train or keep for the purpose of training any animal with the intent that the animal shall be exhibited combatively with any other animal. Anyone who permits such conduct on premises under that person's control and any person present as a spectator at that exhibition shall be considered a violator of this subsection;

I. To abandon or transfer to another person by gift, sale or exchange for consideration any animal in or upon any sidewalk, street, alley, lane, public right-of-way, park or any other public property except when the transfer takes place at a sale conducted by a public body or public officer, when the transfer takes place at an animal show or exhibition conducted by or for persons who regularly engage in the practice of breeding animals for show or exhibition, or when one of the parties to the transfer is a member of an animal welfare organization and is acting on behalf of the animal welfare organization.

Violation of any of the provisions of this section under circumstances not amounting to animal cruelty in the first degree (RCW 16.52.205) shall constitute a **gross** misdemeanor, and may be punished ~~by the laws of the state and Section 1.20.010.~~ in accordance with RCW 16.52.200.

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 10th day of April, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

RCW 16.52.200 Sentences—Forfeiture of animals—Liability for costs—Penalty—Education, counseling. (1) The sentence imposed for a misdemeanor or gross misdemeanor violation of this chapter may be deferred or suspended in accordance with RCW 3.66.067 and 3.66.068, however the probationary period shall be two years.

(2) In case of multiple misdemeanor or gross misdemeanor convictions, the sentences shall be consecutive, however the probationary period shall remain two years.

(3) In addition to the penalties imposed by the court, the court shall order the forfeiture of all animals held by law enforcement or animal care and control authorities under the provisions of this chapter if any one of the animals involved dies as a result of a violation of this chapter or if the defendant has a prior conviction under this chapter. In other cases the court may enter an order requiring the owner to forfeit the animal if the court deems the animal's treatment to have been severe and likely to reoccur.

(4) Any person convicted of animal cruelty shall be prohibited from owning, caring for, possessing, or residing with any animals for a period of time as follows:

(a) Two years for a first conviction of animal cruelty in the second degree under RCW 16.52.207;

(b) Permanently for a first conviction of animal cruelty in the first degree under RCW 16.52.205;

(c) Permanently for a second or subsequent conviction of animal cruelty, except as provided in subsection (5) of this section.

(5) If a person has no more than two convictions of animal cruelty and each conviction is for animal cruelty in the second degree, the person may petition the sentencing court in which the most recent animal cruelty conviction occurred, for a restoration of the right to own, care for, possess, or reside with animals five years after the date of the second conviction. In determining whether to grant the petition, the court shall consider, but not be limited to, the following:

(a) The person's prior animal cruelty in the second degree convictions;

(b) The type of harm or violence inflicted upon the animals;

(c) Whether the person has completed the conditions imposed by the court as a result of the underlying convictions;

(d) Whether the person complied with the prohibition on owning, caring for, possessing, or residing with animals; and

(e) Any other matters the court finds reasonable and material to consider in determining whether the person is likely to abuse another animal.

The court may delay its decision on forfeiture under subsection (3) of this section until the end of the probationary period.

(6) In addition to fines and court costs, the defendant, only if convicted or in agreement, shall be liable for reasonable costs incurred pursuant to this chapter by law enforcement agencies, animal care and control agencies, or authorized private or public entities involved with the care of the animals. Reasonable costs include expenses of the investigation, and the animal's care, euthanization, or adoption.

(7) If convicted, the defendant shall also pay a civil penalty of one thousand dollars to the county to prevent cruelty to animals. These funds shall be used to prosecute offenses under this chapter and to care for forfeited animals pending trial.

(8) If a person violates the prohibition on owning, caring for, possessing, or residing with animals under subsection (4) of this section, that person:

(a) Shall pay a civil penalty of one thousand dollars for the first violation;

(b) Shall pay a civil penalty of two thousand five hundred dollars for the second violation; and

(c) Is guilty of a gross misdemeanor for the third and each subsequent violation.

(9) As a condition of the sentence imposed under this chapter or RCW 9.08.070 through 9.08.078, the court may also order the defendant to participate in an available animal cruelty prevention or education program or obtain available psychological counseling to treat mental health problems contributing to the violation's commission. The defendant shall bear the costs of the program or treatment.

(10) Nothing in this section limits the authority of a law enforcement officer, animal control officer, custodial agency, or court to remove, adopt, euthanize, or require forfeiture of an animal under RCW 16.52.085. [2020 c 158 § 5; 2016 c 181 § 2; 2011 c 172 § 4; 2009 c 287 § 3; 2003 c 53 § 113; 1994 c 261 § 14; 1987 c 335 § 2.]

Intent—Effective date—2003 c 53: See notes following RCW 2.48.180.

Finding—Intent—1994 c 261: See note following RCW 16.52.011.

Construction—Severability—1987 c 335: See notes following RCW 16.52.085.



City Council Agenda Item

Agenda Item No.: n.1.

Date: April 10, 2024

From: Dan McIlraith, Police Chief

Subject: Police Staff Report

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. PD Staff Report 4-4-24

PD Staff Report Council Meeting 1/24/24

Staffing update- 19 officers total and 5 support staff and 1 officer vacancy

Chief	McIlraith	
Lieutenant	Sorsdal	
Sergeant	Eaton	
Sergeant	Carroll	
Sergeant	McCombs	Newly Promoted Sergeant as of 4/1/24
Sergeant	Lowie	Newly Promoted Sergeant as of 4/1/24
Detectives	Foster	Foster-Investigations(new assignment)
	Wilson	Wilson-Investigations/Negotiator
	Vacant	Special Investigations
Patrol	12	12-Officers on Patrol 1-Vacancy-Currently interviewing/Background candidates
School Resource Officer	0	Ongoing communications on partnership w School District and budgetary work.
Code Enf.	Carr	Animal Control and Code Enforcement
Records	4	Wesson-Records Supervisor Uribe-Records/Evidence Pearson-Public Records Request/Data entry/Records Winship-Records/Reception

Lexipol Policy Status-All updated policies have been put out for acknowledgement. Corrections are being made as needed. Progress is good. Once all complete we will be implementing the Daily Training Bulletin, which provides a daily review of random policies in our manual to officers and test on the knowledge of those policies.

Community Events January through March:

Sedro-Woolley Police Department responded to 479 calls for service in January, 510 calls for service in February and 541 calls for service in March. This amounts to 1530 calls and 177 agency messages which is another type of call for service over the first quarter of 2024. We remain busy, with some examples below.

Officers remain proactive in being out in the vehicle patrolling and stopping vehicles. Despite being at minimum staffing, the department has stopped 520 vehicles in 2024, amongst the 12 officers dedicated for patrol.

Officers have issued 11 DUI criminal citations, 23 citations for suspended drivers licenses, 36 speeding infractions and 15 driving without insurance infractions. Traffic stops lead to other types of criminal matters being found and provide additional visibility deterring potential criminal activity. Attached is a Sector report showing citations/infractions issued by month for the year and the specific violations those citations and infractions were issued from January through March 2024.

Sedro-Woolley Police Department calls of note from March 2024.

Staffing

Minimum staffing for SWPD is 2 officers on shift, though we have 4 officers on shift when we are fully staffed. Better staffing leads to increased officer safety and reduced response times. For the month of March we had 305 hrs of minimum staffing (over 12 full days), which is up from 168 hrs of minimum staffing in February.

To reach minimum staffing 22 hours of OT were scheduled and numerous schedule adjustments were made by several officers.

Calls for Service

March has been a busy month for SWPD. Officers responded to 541 calls for service in the month of March. Here are just a few of the calls we went to this month.

Misuse of 911 - On 3/11, Sedro-Woolley Officers were dispatched to a female making despondent statements and complaining of an ankle injury. Officers know this female well, and in 2023 SWPD responded to 73 incidents involving her. In 2024, SWPD officers have already responded to 13. These totals do not include multiple calls for service in a day which are documented under agency messages and not a case number, or calls that occurred outside of the city. Many of these service calls involve also SWFD because the female commonly complains of injury. During this contact no current injury was found, but she was transported to the ER by the SWPD because of her despondent statements. The female continually refuses care at medical facilities and is released shortly after arrival. The female has been offered services by SWPD, SWFD, neighboring Police and Fire Departments, and social services. She refuses or does not follow through with the services offered. On 3/11, SWPD officers had contact with her 7 times in a 10 hour period.

Loose lumber - On 3/18 just before 3:00PM, officers responded to an MVA near State St and Puget St. A truck carrying lumber stopped quickly and the lumber to slide off and collided with the vehicle ahead of it. No injuries were reported and there was minimum damage to the vehicles. The driver of the truck was cited for no insurance, DWLS 3rd and unsecured load.



Domestic - On 3/16 at about 3:30 pm, SWPD Officers responded to a domestic complaint where a woman reported her brother had shattered her car window and poured liquor over her and

her child. Officers were able to catch up with the intoxicated suspect at his residence and take him into custody. The suspect was booked for malicious mischief 3 DV. This was the 6th call for service this year with this individual.



Fire in a Residence – On 3/25 at about 8:30 AM, Ofc Fortuna noticed that SWFD was responding to a report of a fully engulfed house on fire in the 9000 block of Claybrook Rd, just outside the city limits. SWPD will often respond to fire and medical calls to assist SWFD. Officers arrived to find a fully involved house fire, with the fire spreading to neighboring homes. The owner of the first home was understandable distraught and was in an unsafe area. Officers were able to get the homeowner to a safe location, which helped SWFD to be able to focus on the fire. Minutes after officers got the homeowner to a safe location, power lines above the home melted and fell down sparking, where they had been just moments earlier. Only 2 Sedro-Woolley patrol officers were on duty due to training, vacation, and necessary schedule adjustments to reach minimum staffing.



Disabled vehicle/DUI - On 3/30, Officers located a vehicle abandoned on the railroad tracks near W. State St and HWY 20. The vehicle was unoccupied, damaged, and blocking the tracks. As another Officer responded to the scene, they located a male walking in the area of the library. The subject was found to be under the influence of alcohol and marijuana. He was also identified as the registered owner of the

vehicle and had his car keys in his pocket. The subject admitted to walking away from his vehicle, which had to be towed off the tracks. The driver was arrested for DUI and a search warrant was requested for his blood. Once a sample of blood was collected the subject was cited and released.



Memorial convoy - On 3/31, Sedro-Woolley Officers assisted with a Log Truck memorial convoy through the city and the Vietnam Veterans Parade. It is estimated that over 180 trucks participated in the convoy.



[In the Community](#)

Detective Katie Wilson joined a MVPD School Resource Officer, and in cooperation with the Skagit County Prosecutors Office, gave a talk on internet safety to parents and students at Immaculate Conception in Mt Vernon. It was a huge success with lots of positive feedback from parents. They were invited to speak at other youth groups and schools.

Sgt Zach Carroll recently met with the student safety patrollers of Central Elementary on the importance of safety, teamwork and helping their fellow students during pick up and drop off.

Ofc Bryan Hull will be giving a teen situational awareness talk for the local Fraternal Order of Police Auxiliary.

Crime map link-This can be used to check police calls for service/ activity involving all law enforcement agencies in the county. Searches can be filtered agency, dates category and nature.

<https://www.skagitcounty.net/maps/crimemapmobile/>

Keep up to date on Facebook Posts from Sedro-Woolley Police Department

<https://www.facebook.com/SedroWoolleyPoliceDepartment>



City Council Agenda Item

Agenda Item No.: n.2.

Date: April 10, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Police Proposition 1 Summary

RECOMMENDED ACTION:

Information item, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The attached document has been provide as a follow-up to council questions at the March 15, 2024 Council Retreat.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Police_Prop1_Summary

Proposition 1 Police

The city began receiving additional property tax revenue from the passage of Proposition 1 in 2020.

This proposition was a permanent levy lift lid. With a permanent single-year lid lift, the levy lid bumps up more than 1% in the first year, and then that amount is used to calculate all future 1% annual increases. The measure never expires and the levy lid never reverts. However, future annual increases may not exceed 1% without going to the voters for another lid lift.

This additional levy lid lift property tax was included with other property tax revenue in the General Fund. The expenditures related to the levy lid lift were not tracked separately from existing Police Department expenditures. For example, the wages of the additional officers hired were included with wages of prior officers. Same with other expenditures, including maintenance, fuel, ammunition, professional services, etc. This makes it difficult to track.

Proposition 1 Police Flier

Proposition 1 asks voters to increase the property tax levy lid by \$0.56 per \$1,000 assessed value. Proposition 1 will raise an estimated total amount of \$557,706.33 to support vital needed public safety services.

- Hire three additional police officers
- Fund a share of a School District Resource Officer
- Expand a public safety administration position.

Revenue

The City can estimate revenues received from the Police Proposition 1 in one of two ways labelled below as "Levy Request" and "Calculated Estimate". The levy request amount is the amount the city intended to collect in additional property tax revenue with the levy lid lift. As noted above in the Proposition 1 flier, this amount is \$557,706. Unlike the annual levy where the city sets the total budget levy, in the year the levy lid lift is enacted the city sets the levy rate. Because the city does not know ahead of time the final assessed value of property any changes in assessed value will fluctuate the actual total levy received. The calculated estimate of \$624,382 is the estimated additional revenue the city actually received from the levy lid lift given the final assessed value in Sedro-Woolley.

Estimated revenue for 2020 to 2023			Calculated Estimate	
Descripton	Levy Request	Calculated Estimate	2019 Assessed Value	995,548,600
Annual	557,706	624,382	Advertising Amount	557,507
Years	4	4	2020 Assessed Value	1,115,152,181
Total	2,230,825	2,497,528	New Construction	184,177
			2020 - New Construction	1,114,968,004
			Calculate Estimate	624,382

Expenditures

Employee	Additional Resource	2020-2023
Fortuna	Police Officer 1	421,880
Foster	Police Officer 2	427,885
Velthuisen	Police Officer 3	458,479
Pearson	Administrative	337,197
	Total	1,645,441
Vehicles	2020 - ER&R	241,036
	2020-2023 - Estimated	
Other	Increase	194,526
	2020-2023 - Estimate	
Overhead	10%	208,100
	Total	2,289,103

Remaining Resources

Again, the City can estimate revenues received from the Police Proposition 1 in one of two ways labelled below as "Levy Request" and "Calculated Estimate". Below is a calculation of unspent revenue using both estimates.

2020-2023	Levy Request	Calculated Estimate
Estimated		
Revenues	2,230,825	2,497,528
Estimated		
Expenditures	2,289,103	2,289,103
Unspent Funds		
(Expenditures		
Exceed Revenues)	(58,278)	208,425

Any unspent revenue in the General Fund is held in the General Fund as fund balance (increases cash and investment balances). The city does not have a separate fund for tracking unspent revenue associated with the Police Proposition 1.

School Resource Officer

The city did not have a School Resource Officer between 2020 and 2023 (and does not currently in 2024). Below are the estimated costs if there was a SRO.

Estimated Total Cost of SRO 2020-2023	458,479.15
25% City Portion (School District 75%)	114,619.79