



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

CITY COUNCIL AGENDA

May 8, 2024

6:00 PM

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

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

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

- 1. Check Register - Regular
- 2. Surplus of Fire Department Vehicles - Resolution 1143-24
- 3. Grant Application Approval - FHWA Safe Streets for All Program
- 4. ADA Transition Plan Annual Review - 2021 to 2023

- f. Introduction of Special Guests and Presentation**

- 1. Skagit Public Utility District General Manager George Sidhu
- 2. Volunteers of America Western Washington - VP of External Affairs Kirk Pearson

- g. City Administrator Report**

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

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

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

- k. Public Hearing(s)**

- l. Unfinished Business**

- 1. List of Authorized Positions - Create a Part-Time HR Analyst Position and Expand an Accounting Technician Position to Full-Time

m. New Business

1. Professional Services Agreement - Volunteers of America Regarding House Bill 1590 Housing Funds

n. Information Only Items

o. Executive Session

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

p. Adjournment

Next Meeting(s) City Council - May 22, 2024 Finance and Information Technology Committee and City Council

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

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

Join Zoom Meeting:

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

or dial by location at:

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

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: May 8, 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 #202007 through #202076, plus EFTs, payroll checks #61162 through #61174, plus EFTs.

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks and EFTs totaling \$293,275.32, payroll checks plus EFTs totaling \$451,231.65.

ATTACHMENTS:

1. 2024-05-08 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:16:32 Date: 05/01/2024

05/08/2024 To: 05/08/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4401	05/08/2024	Claims	2	EFT	Comcast Holdings Corp	470.71	
					001 - 518 80 42 021 - Internet Services	470.71	
4402	05/08/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	3,260.36	
					001 - 513 10 42 020 - Telephone	154.30	
					001 - 514 23 42 020 - Telephone	84.38	
					001 - 518 80 42 020 - Telephone	84.38	
					001 - 521 20 42 020 - Telephone	968.19	
					001 - 524 20 42 020 - Telephone	124.39	
					401 - 535 80 42 030 - Cell Phones	513.01	
					102 - 536 20 42 020 - Telephone	82.20	
					412 - 537 80 42 025 - Cell Phones	379.71	
					103 - 542 30 42 020 - Telephone	233.68	
					001 - 558 60 42 020 - Telephone	42.19	
					101 - 576 80 42 020 - Telephone	342.97	
					001 - 595 10 42 025 - Cell Phones	250.96	
4403	05/08/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	1,040.70	
					001 - 521 20 42 020 - Telephone	880.48	
					001 - 522 20 42 020 - Telephone	120.21	
					101 - 576 80 42 020 - Telephone	40.01	
4404	05/08/2024	Claims	2	202007	A-1 Mobile Lock & Key	124.89	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	124.89	
4405	05/08/2024	Claims	2	202008	Amazon Capital Svcs, Inc	1,574.49	
					001 - 514 23 31 000 - Supplies	123.70	
					001 - 518 80 31 001 - Repair & Maintenance Sup	153.11	
					001 - 518 80 31 001 - Repair & Maintenance Sup	21.71	
					001 - 518 80 31 001 - Repair & Maintenance Sup	634.74	
					001 - 518 80 35 000 - Small Tools/Minor Equip	153.07	
					001 - 521 20 31 002 - Office/Operating Supplies	84.60	
					001 - 521 20 31 002 - Office/Operating Supplies	92.17	
					001 - 521 20 31 002 - Office/Operating Supplies	212.92	
					001 - 522 20 31 000 - Operating Supplies	35.16	
					001 - 522 20 48 000 - Repairs/Maint-Equip	19.54	
					001 - 522 20 48 000 - Repairs/Maint-Equip	43.77	
4406	05/08/2024	Claims	2	202009	Aramark Uniform & Career Apparel Group	49.56	
					401 - 535 80 49 000 - Laundry	28.00	
					401 - 535 80 49 000 - Laundry	21.56	
4407	05/08/2024	Claims	2	202010	Beecher Emission Solns Tech.	10,855.66	
					001 - 594 32 64 001 - Fire Truck Exhaust - FEMA Gran	10,855.66	FEMA Exhaust Grant, Pymt Reimb Submitted
4408	05/08/2024	Claims	2	202011	Bio Bug Northwest, Inc	70.59	
					101 - 576 80 48 001 - Riverfront	70.59	
4409	05/08/2024	Claims	2	202012	Blythe Mechanical Inc	1,000.82	
					101 - 576 80 48 026 - CS Library	1,000.82	
4410	05/08/2024	Claims	2	202013	Buckwood LLC	1,035.00	
					104 - 595 10 63 034 - Eng - N Trail Rd - Bucko	1,035.00	
4411	05/08/2024	Claims	2	202014	Carl's Towing	275.84	
					001 - 521 20 41 001 - Professional Services	275.84	
4412	05/08/2024	Claims	2	202015	Cascade Automotive & Marine	1,420.93	
					101 - 576 80 48 021 - Equipment	1,420.93	Unit 141
4413	05/08/2024	Claims	2	202016	Sandra Johnson dba Channel View Farms	5,657.60	

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05/08/2024 To: 05/08/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 31 013		- Operating Sup - Flowers-Holid	5,657.60	
4414	05/08/2024	Claims	2	202017	Consumer Rental, LLC	718.08	
			101 - 576 80 45 001		- Equipment Rental	718.08	Rental Fence @ Memorial Prk
4415	05/08/2024	Claims	2	202018	E & E Lumber, Inc.	771.85	
			001 - 518 80 31 000		- Office/Operating Supplies	44.81	
			401 - 535 50 48 010		- Maintenance Of Lines	34.71	
			401 - 535 80 35 000		- Small Tools & Minor Equip	28.13	
			102 - 536 20 48 020		- Repair/Maint-Headstones	86.11	
			103 - 542 30 31 000		- Operating Supplies	18.45	
			101 - 576 80 31 100		- Fertilizer/Herbicide	25.53	
			101 - 576 80 48 006		- Memorial Park	41.69	
			101 - 576 80 48 009		- Hammer Square	472.18	
			101 - 576 80 48 016		- City Hall	20.24	
4416	05/08/2024	Claims	2	202019	Econ Development Alliance of Skagit Co	1,875.00	
			001 - 558 70 41 000		- EDASC	1,875.00	
4417	05/08/2024	Claims	2	202020	Edge Analytical Inc	1,032.00	
			401 - 535 80 41 000		- Professional Services	776.00	
			401 - 535 80 41 000		- Professional Services	66.00	
			401 - 535 80 41 000		- Professional Services	190.00	
4418	05/08/2024	Claims	2	202021	Evoqua Water Technologies LLC	17,451.72	
			401 - 535 50 48 050		- Maint Of General Equip	17,451.72	
4419	05/08/2024	Claims	2	202022	Fastenal Company	707.19	
			401 - 535 80 31 010		- Operating Supplies	213.36	
			412 - 537 80 31 000		- Operating Supplies	182.50	
			103 - 542 30 31 010		- Operating Supplies-Propane	311.33	
4420	05/08/2024	Claims	2	202023	Brent Frisbee	136.00	
			412 - 537 80 31 000		- Operating Supplies	136.00	
4421	05/08/2024	Claims	2	202024	Galls Parent Holdings, LLC	361.62	
			001 - 522 20 26 000		- Uniforms	361.62	
4422	05/08/2024	Claims	2	202025	Guardian Security Systems, Inc.	302.69	
			001 - 521 20 41 001		- Professional Services	31.62	
			001 - 522 50 49 050		- Fire/Theft Protection	45.18	
			401 - 535 80 48 000		- Repair/Maintenance-Equip	45.18	
			101 - 576 80 41 010		- Alarm Monitoring	180.71	
4423	05/08/2024	Claims	2	202026	Carla Hull	114.10	
			001 - 342 60 00 000		- Fire Transport Fees	-114.10	
4424	05/08/2024	Claims	2	202027	Humana	105.73	
			001 - 342 60 00 000		- Fire Transport Fees	-105.73	
4425	05/08/2024	Claims	2	202028	ICONIX Waterworks (US) Inc	382.96	
			101 - 576 80 48 006		- Memorial Park	382.96	
4426	05/08/2024	Claims	2	202029	Justice Fam Ent. Inc, dba IMS Alliance	48.49	
			001 - 522 20 31 000		- Operating Supplies	48.49	
4427	05/08/2024	Claims	2	202030	Janicki Industries	100.00	
			101 - 582 10 01 101		- Community Center Deposit Ref	100.00	
4428	05/08/2024	Claims	2	202031	Lakeside Industries, Inc.	1,309.38	
			103 - 542 30 48 003		- Asphalt Materials	1,309.38	
4429	05/08/2024	Claims	2	202032	Lauts Inc dba Lautenbach Industries	1,126.78	

CHECK REGISTER

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05/08/2024 To: 05/08/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 60 47 015 - Construction Demolition Land			336.02	CDL Disposal BYK Bucko
			412 - 537 60 47 015 - Construction Demolition Land			790.76	CDL Disposal BYK Bucko
4430	05/08/2024	Claims	2	202033	Lenz Enterprises, Inc	2,238.29	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			1,027.03	
			412 - 537 60 47 021 - Curbside Yard Waste Disposal			1,211.26	
4431	05/08/2024	Claims	2	202034	Les Schwab Tire Center	2,246.68	
			412 - 537 50 48 000 - Repairs/maint-equip			62.53	Unit 519 tire repair
			412 - 537 50 48 000 - Repairs/maint-equip			2,048.40	Unit 519 tires
			412 - 537 60 47 011 - Site Recycling Disposal			135.75	Site Recycle Tires
4432	05/08/2024	Claims	2	202035	Life Assist Inc.	563.00	
			001 - 522 21 31 000 - Operating Supplies - Medical			195.22	
			001 - 522 21 31 000 - Operating Supplies - Medical			180.44	
			001 - 522 21 31 000 - Operating Supplies - Medical			24.44	
			001 - 522 21 31 000 - Operating Supplies - Medical			162.90	
4433	05/08/2024	Claims	2	202036	Loggers & Contractors	52.99	
			103 - 542 64 31 004 - Street Sign Materials			52.99	
4434	05/08/2024	Claims	2	202037	Blake Martin	160.00	
			401 - 535 80 41 000 - Professional Services			160.00	
4435	05/08/2024	Claims	2	202038	Motorola Solutions	13,514.77	
			501 - 594 21 64 501 - Equip & Vehicles - Police			8,170.59	
			501 - 594 21 64 501 - Equip & Vehicles - Police			5,344.18	
4436	05/08/2024	Claims	2	202039	Mountain Law, PLLC	566.64	
			001 - 512 50 41 040 - Language Interpreter			566.64	
4437	05/08/2024	Claims	2	202040	Walter E Nelson Co. of N. WA	26.73	
			101 - 576 80 31 004 - Operating Sup - Comm Center			26.73	
4438	05/08/2024	Claims	2	202041	Nelson Dist, Inc. dba Nelson-Reisner	352.40	
			001 - 522 20 32 000 - Auto Fuel/Diesel			36.62	
			425 - 531 50 32 000 - Vehicle Fuel			39.93	
			412 - 537 80 32 000 - Auto Fuel/Diesel			275.85	
4439	05/08/2024	Claims	2	202042	Newman Signs Inc	616.29	
			103 - 542 64 31 004 - Street Sign Materials			616.29	
4440	05/08/2024	Claims	2	202043	NCL of WI, dba North Central Labs	187.82	
			401 - 535 80 31 020 - Op Supplies-Chemicals			187.82	
4441	05/08/2024	Claims	2	202044	North Hill Resources Inc	299.09	
			412 - 537 60 47 011 - Site Recycling Disposal			126.00	Site recycle concrete
			101 - 576 80 48 016 - City Hall			61.09	
			101 - 576 80 48 016 - City Hall			112.00	
4442	05/08/2024	Claims	2	202045	PROCOM LLC	234.00	
			001 - 522 20 41 030 - Investigation			234.00	
4443	05/08/2024	Claims	2	202046	Pacific Style Lawn Maint. Inc.	700.47	
			101 - 576 80 31 100 - Fertilizer/Herbicide			700.47	
4444	05/08/2024	Claims	2	202047	Paxxo (USA) Inc.	870.02	
			401 - 535 80 31 010 - Operating Supplies			870.02	
4445	05/08/2024	Claims	2	202048	Precision Concrete Cutting Inc	32,049.83	
			103 - 542 61 48 000 - Repair/Maint Sidewalk (REET)			31,392.76	
			103 - 542 61 48 000 - Repair/Maint Sidewalk (REET)			657.07	

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:16:32 Date: 05/01/2024

05/08/2024 To: 05/08/2024

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4446	05/08/2024	Claims	2	202049	LEPS-PSS PLLC dba Public Safety Psych	2,400.00	
					001 - 522 45 49 010 - Tuition/Registration	2,400.00	
4447	05/08/2024	Claims	2	202050	Public Safety Testing, Inc	110.00	
					001 - 521 20 41 001 - Professional Services	110.00	
4448	05/08/2024	Claims	2	202051	Puget Sound Energy, Inc.	33,764.97	
					001 - 521 20 47 000 - Public Utilities	167.50	
					001 - 521 20 47 000 - Public Utilities	30.28	
					001 - 522 50 47 000 - Public Utilities	638.10	
					425 - 531 50 47 000 - Public Utilities	29.88	
					425 - 531 50 47 000 - Public Utilities	130.83	
					401 - 535 80 47 000 - Public Utilities	74.77	
					401 - 535 80 47 000 - Public Utilities	184.52	
					401 - 535 80 47 000 - Public Utilities	12,715.49	
					401 - 535 80 47 000 - Public Utilities	126.95	
					401 - 535 80 47 000 - Public Utilities	343.30	
					401 - 535 80 47 000 - Public Utilities	104.17	
					401 - 535 80 47 000 - Public Utilities	73.13	
					401 - 535 80 47 000 - Public Utilities	175.64	
					401 - 535 80 47 000 - Public Utilities	175.68	
					401 - 535 80 47 000 - Public Utilities	253.38	
					401 - 535 80 47 000 - Public Utilities	771.96	
					102 - 536 20 47 000 - Public Utilities	69.42	
					412 - 537 80 47 000 - Public Utilities	128.15	
					103 - 542 63 47 000 - Public Utilities	11,842.20	
					103 - 542 63 47 000 - Public Utilities	71.52	
					103 - 542 63 47 000 - Public Utilities	27.42	
					103 - 542 63 47 000 - Public Utilities	80.73	
					103 - 542 63 47 000 - Public Utilities	71.77	
					101 - 576 80 47 000 - Riverfront	586.28	
					101 - 576 80 47 000 - Riverfront	260.63	
					101 - 576 80 47 000 - Riverfront	10.86	
					101 - 576 80 47 000 - Riverfront	12.87	
					101 - 576 80 47 010 - Community Center	353.60	
					101 - 576 80 47 020 - Senior Center	370.35	
					101 - 576 80 47 030 - Museum Apartments	12.47	
					101 - 576 80 47 030 - Museum Apartments	7.97	
					101 - 576 80 47 030 - Museum Apartments	15.50	
					101 - 576 80 47 040 - Train	15.28	
					101 - 576 80 47 050 - Hammer Square	140.46	
					101 - 576 80 47 051 - Bingham / Memorial	101.89	
					101 - 576 80 47 051 - Bingham / Memorial	141.40	
					101 - 576 80 47 052 - Bingham Caretaker	246.75	
					101 - 576 80 47 053 - Other Utilities	15.82	
					101 - 576 80 47 070 - City Hall	3,150.40	
					104 - 595 20 63 082 - RW Trail Road Extension	35.65	
4449	05/08/2024	Claims	2	202052	Pumptech Inc	5,912.95	
					401 - 535 50 48 020 - Maint Of Pumping Equip	5,912.95	
4450	05/08/2024	Claims	2	202053	Red's Mobile 24-Hour Truck & Equip Repai	2,826.36	
					401 - 535 50 48 040 - Maintenance Of Vehicles	897.46	Unit 425
					412 - 537 50 48 000 - Repairs/maint-equip	356.35	Unit 524
					412 - 537 50 48 000 - Repairs/maint-equip	1,572.55	Unit 521
4451	05/08/2024	Claims	2	202054	Ricoh USA, Inc	152.52	
					001 - 514 23 45 000 - Operating Rentals/Leases	97.12	
					001 - 518 20 32 000 - Auto Fuel	55.40	
4452	05/08/2024	Claims	2	202055	SBA Structures, LLC	609.29	
					001 - 591 28 70 001 - Lease - SBA	304.65	

CHECK REGISTER

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05/08/2024 To: 05/08/2024

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 591 28 70 401 - Lease - SBA			304.64	
4453	05/08/2024	Claims	2	202056	Sedro-Woolley Auto Parts Inc	100.45	
			001 - 521 20 31 002 - Office/Operating Supplies			4.88	
			401 - 535 80 35 000 - Small Tools & Minor Equip			42.98	
			102 - 536 20 35 000 - Small Tools/Minor Equip			20.17	
			103 - 542 30 31 000 - Operating Supplies			4.33	
			103 - 542 30 31 000 - Operating Supplies			28.09	
4454	05/08/2024	Claims	2	202057	Sirchie Acquisition Co LLC	93.89	
			001 - 521 20 31 002 - Office/Operating Supplies			93.89	
4455	05/08/2024	Claims	2	202058	Skagit Cnty Public Works	5,851.63	
			425 - 531 50 41 002 - Contracted Services			5,851.63	
4456	05/08/2024	Claims	2	202059	Skagit Conservation District	432.11	
			425 - 531 50 41 000 - Professional Services			432.11	
4457	05/08/2024	Claims	2	202060	Skagit Council Of Governments	2,187.56	
			001 - 558 60 41 050 - SCOG			2,187.56	
4458	05/08/2024	Claims	2	202061	Skagit DV & SA Services	248.39	
			001 - 565 50 41 000 - Sk Domestic Violence			248.39	
4459	05/08/2024	Claims	2	202062	PNG Media LLC, dba Skagit Publishing	118.36	
			001 - 511 60 31 001 - Legal Publications			118.36	
4460	05/08/2024	Claims	2	202063	Skagit Regional Health	1,008.93	
			001 - 342 60 00 000 - Fire Transport Fees			-1,008.93	
4461	05/08/2024	Claims	2	202064	Tank Holding Corp.	17,371.65	
			412 - 537 80 34 002 - Containers -Yard Waste			17,371.65	
4462	05/08/2024	Claims	2	202065	Traffic Safety Supply Co, Inc	1,548.81	
			103 - 542 64 31 004 - Street Sign Materials			1,548.81	
4463	05/08/2024	Claims	2	202066	Transportation Solutions, Inc.	4,287.25	
			001 - 595 10 41 000 - Professional Services			1,723.00	
			001 - 595 10 41 000 - Professional Services			2,564.25	
4464	05/08/2024	Claims	2	202067	Uline, Inc.	3,290.92	
			001 - 514 23 49 000 - Miscellaneous			2,979.16	
			412 - 537 80 31 000 - Operating Supplies			311.76	
4465	05/08/2024	Claims	2	202068	UniFirst Corp.	312.06	
			001 - 522 20 26 000 - Uniforms			312.06	
4466	05/08/2024	Claims	2	202069	United Healthcare Insurance Co.	27.31	
			001 - 342 60 00 000 - Fire Transport Fees			-27.31	
4467	05/08/2024	Claims	2	202070	FA Bartlett Tree dba Urban Forestry Svcs	612.50	
			103 - 542 61 48 000 - Repair/Maint Sidewalk (REET)			612.50	
4468	05/08/2024	Claims	2	202071	WA St Criminal Justice	600.00	
			001 - 521 40 49 000 - Tuition/Registration			600.00	
4469	05/08/2024	Claims	2	202072	West Coast Fire & Rescue	81,169.81	
			501 - 594 22 64 501 - Vehicles - Fire			81,169.81	ERR for Veh919 Equip
4470	05/08/2024	Claims	2	202073	Whidbey Island Sign Solns, LLC	1,008.17	
			101 - 576 80 48 001 - Riverfront			1,008.17	
4471	05/08/2024	Claims	2	202074	Woods Acquisition Corp	136.57	
			412 - 537 50 48 000 - Repairs/maint-equip			47.80	Unit 519
			412 - 537 80 31 000 - Operating Supplies			88.77	

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City Of Sedro-Woolley

Time: 10:16:32 Date: 05/01/2024

05/08/2024 To: 05/08/2024

Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4472	05/08/2024	Claims	2	202075	World Kinect Energy Services, dba	10,193.10	
		001 - 521 20 32 000 - Auto Fuel				3,361.69	
		001 - 522 20 32 000 - Auto Fuel/Diesel				1,670.94	
		425 - 531 50 32 000 - Vehicle Fuel				111.21	
		425 - 531 50 32 000 - Vehicle Fuel				114.59	
		425 - 531 50 32 000 - Vehicle Fuel				89.07	
		425 - 531 50 32 000 - Vehicle Fuel				86.12	
		102 - 536 20 32 000 - Auto Fuel/Diesel				26.29	
		412 - 537 80 32 000 - Auto Fuel/Diesel				179.53	Fuel 514
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,347.92	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,796.50	
		103 - 542 30 32 000 - Auto Fuel/Diesel				85.80	
		103 - 542 30 32 000 - Auto Fuel/Diesel				168.81	
		103 - 542 30 32 000 - Auto Fuel/Diesel				63.73	
		101 - 576 80 32 000 - Auto Fuel/Diesel				90.90	
4473	05/08/2024	Claims	2	202076	Zachor, Stock & Krepps, Inc PS	8,840.00	
		001 - 515 41 41 001 - Ext Legal-Prosecutor				8,840.00	
		001 Current Expense Fund				49,581.35	
		101 Parks & Facilities Fund				17,916.20	
		102 Cemetery Fund				284.19	
		103 Street Fund				49,197.66	
		104 Arterial Street Fund				1,070.65	
		401 Sewer Operations Fund				42,742.53	
		412 Solid Waste Operations Fund				30,912.79	
		425 Stormwater Operations				6,885.37	
		501 Equipment Replacement Fund				94,684.58	
							Claims: 293,275.32
		* Transaction Has Mixed Revenue And Expense Accounts				293,275.32	

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

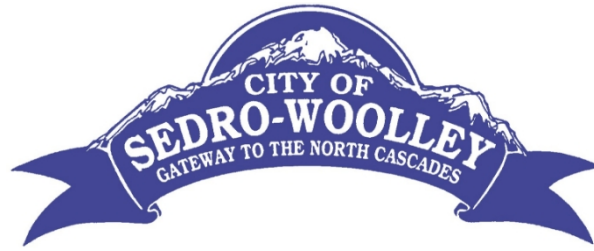
Date

Finance Committee Member

Date

Finance Committee Member

Date



City Council Agenda Item

Agenda Item No.: e.2.

Date: May 8, 2024

From: Frank Wagner, Fire Chief

Subject: Surplus of Fire Department Vehicles - Resolution 1143-24

RECOMMENDED ACTION:

Motion to approve Resolution 1143-24 to surplus Fire Department vehicles.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Surplus_Resolution_VEH902.909.911

RESOLUTION NO. 1143-24

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

WHEREAS, the equipment identified and listed below has been determined by the Fire Chief to no longer be critical to the City of Sedro-Woolley's needs or operational use, and

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

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

WHEREAS, the City Council delegates to the Fire Chief the authority to dispose of the property by auction, private sale, sealed bid, through a broker or agent, or other lawful means.

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

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

VEHICLE #	MAKE	MODEL	YEAR	VIN	DATE IN SERVICE	EXPECTED REPLACEMENT YEAR	TYPE
902	Ford	F-550 4X4 DRW Crew Cab	2008	1FDAW57Y18EC84129	03/01/2008	2023	Brush Truck
909	Road Rescue	Ford E450	2016	1FDXE4FS4GDC19297	04/01/2016	2022	Ambulanc e
911	Ford	E450 Ambulance	2016	1FDXE4FS4GDC45866	12/21/2016	2022	Ambulanc e

PASSED by majority vote of the members of the Sedro-Woolley City Council this 24th day of April, 2024

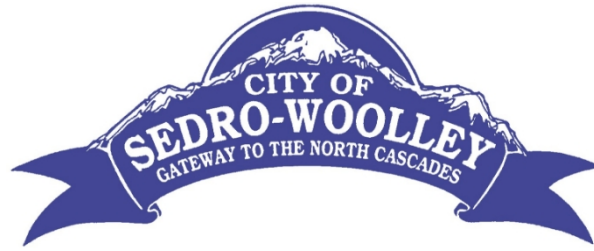
Julia Johnson, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thomas, City Attorney



City Council Agenda Item

Agenda Item No.: e.3.

Date: May 8, 2024

From: Kyle Anderson, Assistant Engineer

Subject: Grant Application Approval - FHWA Safe Streets for All Program

RECOMMENDED ACTION:

Authorize Assistant City Engineer Kyle Anderson to submit a FHWA Safe Streets for All grant application due on 5/16/2024 for planning in the amount of \$100,000 with a local match of \$25,000 from REET Transportation funds.

ISSUE:

Should Council authorize Assistant City Engineer Kyle Anderson to submit a FHWA Safe Streets for All grant application due on 5/16/2024 for planning in the amount of \$100,000 with a local match of \$25,000 from REET Transportation funds?

BACKGROUND/SUMMARY INFORMATION:

Current state and federal funding programs include grant opportunities that require that the submitting agency have an adopted Road Safety Plan. The city has yet to adopt such a plan. The purpose of this planning grant is to fund preparation of a Road Safety Plan by a consultant to be selected. The Road Safety Plan will include a detailed analysis of the city's roadways from the perspective of traffic safety and accident reduction. It will address motorized and non-motorized transportation. Once the Road Safety Plan is adopted and accepted by WSDOT and the Skagit Council of Governments, the city will be eligible for such programs and the Safe Routes to Schools program and the Pedestrian Safety Program, both WSDOT administered grants, and for certain of the FHWA grant programs including Safe Streets for All.

It is estimated that the cost of preparing this plan is approximately \$125,000. If awarded, the city will perform a consultant selection based on city guidelines.

The city has engaged Transportation Solutions, Inc. (TSI) to prepare the grant application under their existing on-call Engineering Services contract 2021-PS-06 under Task Order 11 for an estimated cost of \$4,989. Funding for that work is from Fund 001 Current Expense - Engineering Services - Professional Services budgeted at \$15,000.

This particular program requires submittal under the Valid Eval portal, which is quite specific on submittal requirements. Among other things, the submittal required that an authorized representative be named for administration of the grant. With the pending retirement of the Director and City Engineer,

staff proposes Assistant City Engineer Kyle Anderson for this application. The signature of authority for the certifying official would need to be signed by Mayor Johnson for the "Assurances - Non-Construction Programs" (From SF-424B).

FISCAL IMPACT, IF APPROPRIATE:

The grant requires a 20% local match, which is in this case \$25,000. Staff proposes to utilize REET I and II funds for this purpose. Attached is an updated copy of the Arterial Project Listing showing committed funding for the various transportation funding sources through 2027. The Listing anticipates transportation and parks projects through that period, including the Jones/John Liner/Trail Road projects that have been funded to date. The 2027 Listing fund balance for REET is \$666,482 and for overall transportation funding sources, including Transportation Benefit District Fund 304 and Transportation Impact Fee Fund 314 is \$1,440,764. There are sufficient funds available to fund the local match for this grant. We do anticipate using much of the Transportation funding as the Corridor projects move forward.

ATTACHMENTS:

1. Sedro-Woolley 2024 SS4A Narrative
2. 0 2024-4-24 Arterial Project Listing by Funding Source

CITY OF SEDRO-WOOLLEY SS4A NARRATIVE

The City of Sedro-Woolley is requesting a \$100,000 Planning and Demonstration grant from the 2024 Safe Streets for All (SS4A) Bipartisan Infrastructure Law (BIL) grant cycle with a \$25,000 local City of Sedro-Woolley match to fund its proposed 2024 SS4A Action Plan project totaling \$125,000. The City of Sedro-Woolley does not currently have a Comprehensive Safety Action Plan. Award of this \$100,000 federal grant request will fund preparation of a City of Sedro-Woolley Comprehensive Safety Action Plan that meets all self-certification requirements with the intent to make the City of Sedro-Woolley eligible for future BIL SS4A Implementation Grant opportunities.

The City of Sedro-Woolley is in Skagit County in Washington State. Sedro-Woolley has a population of 14,500 (per ETC Explorer census tracts 53057951501, 53057951502, 53057951503, and 53057951400). and city limits encompass 3.81 square miles in the Skagit Valley. The spine of the City's transportation network is State Route 20 (SR20) that includes signalized intersections for its three-lane roadway segments on the west and east ends of the spine. SR20 combines with State Route 9 (SR9) to become a two-lane roadway with two roundabouts where the shared highway makes a 90-degree curve in the middle of the City. The City has one active railway line (Sumas line) operated by BNSF that crosses SR20. The City has a wide range of transportation system users including aging populations, persons from underserved communities, motorcyclists, and multi-modal travelers circulating within the City and beyond on the Cascade Trail.

Between 2017-2021, there were three (3) fatalities (one motorist and two pedestrians) within the City of Sedro-Woolley. The fatality rate per 100,000 people is 4.1 and 50% percent of the population are in underserved community census tracts. By funding this request, the USDOT will fund systematic safety analysis and public engagement focused on the specific City of Sedro-Woolley transportation network. The City coordinated with the Skagit Council of Governments (SCOG) to confirm non-duplicative application efforts. The City of Sedro-Woolley is applying for an SS4A grant to cover all roadways within City limits, including state routes. The City will not address roads or streets beyond the city limits, as they would fall under the jurisdiction of an SS4A Action Plan for Skagit Council of Governments (SCOG), Skagit County, or other Cities within Skagit County. The City is committed to coordinating where appropriate and possible with relevant jurisdictions as needed.

CITY OF SEDRO-WOOLLEY ROADWAY SAFETY ISSUES AND NEED FOR ACTION PLAN

The City has not previously prepared a comprehensive safety action plan or employed a systemic approach to analyzing contributing risk factors and roadway characteristics of the City's entire transportation network. Therefore, the City needs to conduct such an analysis to understand the roadway safety issues in the City. The proposed scope of work outlines the steps the City will take to identify and prioritize citywide safety improvement projects informed by equitable public engagement and evidence-based safety countermeasures. Wherever possible, the Action Plan will promote low-cost, high-impact strategies and innovative technologies to promote citywide safety and equity in Sedro-Woolley.

SCOPE OF WORK

If awarded the requested funds, the City of Sedro-Woolley intends to accomplish the following scope of work through a combination of City staff and consultant labor and expenses:

Task 1: Public Institutional Commitment and Oversight

- Publicly commit to an eventual goal of zero roadway fatalities and serious injuries with a target date to reach zero or setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date.
- Establish and charge a committee, task force, implementation group or similar body with the Plan's development, implementation, and monitoring.

Task 2: Systemic Transportation Network Crash and Roadway Risks/Needs Analysis

- Document past crash history analyses and safety-related plans produced by the City of Sedro-Woolley for inclusion in the City's Comprehensive Safety Action Plan.
- Complete an evidence based, system-wide analysis of existing conditions and historical trends for crashes involving fatalities and serious injuries within the City of Sedro-Woolley city limits, including an analysis of the location where there are crashes, crash severity, as well as contributing factors and crash types.
- Complete an evidence based analysis of systemic and specific safety needs as needed (e.g. high risk road features, vulnerable users, specific safety needs of various modes) as well as geospatial identification of higher risk locations.

Task 3: Public Engagement and Equity Impact Assessment

- Document past public engagement efforts relevant to comprehensive safety planning and conduct additional public engagement activities with public and relevant stakeholders including the private sector and community groups, underserved communities, and inter/intra-governmental collaboration and coordination, as appropriate.
- Document past efforts at equitable inclusion/representation related to comprehensive safety planning and conduct additional equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies and population using inclusive and representative processes.

Task 4: Policy/Plan/Procedure/Standards Assessment

- Assess current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety, including discussion of implementation through adoption of revised or new policies, guidelines, and/or standards.

Task 5: Action Plan Development

- Identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, times ranges when projects and strategies will be deployed, and explanation of project prioritization criteria. Low-cost, high-impact strategies that can improve safety over a wider geographic area and innovative technologies to promote safety and equity will be included. This may include adding safety elements to currently programmed projects that do not include them.
- Complete an Action Plan that will be posted publicly online and is inclusive of progress measures over time including outcome data.

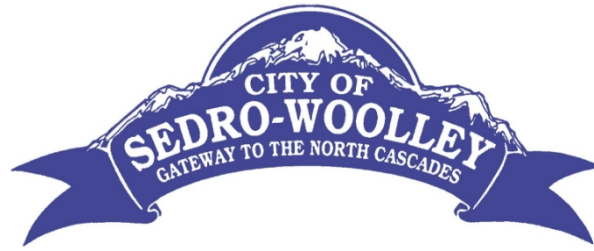
Task 6: Project Management

- Monitor project budget/schedule and key milestones.
- Manage and ensure timely adherence to grant application obligation, fiscal reimbursement, project documentation, and project progress documentation requirements.
- Manage City of Sedro-Woolley staff and subconsultants including contract preparation, invoicing, and staff hours.

Arterial Projects Listing by Funding Source							
For years 2021-2027							
4/24/2024							
M. Freiberger, PE							
Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
Beginning Balance - 1/1/2021	242,495	1,465,908	261,807	242,495	2,212,705		
2023 Projected Revenues	-	575,944	221,650	218,792	1,016,386		
2024 Projected Revenues		700,000	210,000	61,000	971,000		
2025 Projected Revenues	-	500,000	210,000	61,000	771,000		
2026 Projected Revenues		500,000	210,000	61,000	771,000		
2027 Projected Revenues		500,000	210,000	61,000	771,000		
2021-2027 Projected Revenues	-	4,350,151	1,501,487	1,240,060	7,091,698		
Total 2021-2027 Reserves and Revenues Available	242,495	5,816,059	1,763,294	1,482,555	9,304,403		
Actual 2021 Projects							
SR20/Cascade Trail West Ext Ph 2A (PE/RW Phase - GMA)				4,569	4,569	29,272	33,841
SR20/SR9-Township Intersection Impr (PE - GMA)		-		48,164	48,164	-	48,164
SR9 & John Liner/McGarigle Int (PE/RW 2021, CN 2022 - GMA)				-	-	-	-
2021 PAVEMENT & PEDESTRIAN PROJECT SCH A - Wicker Road Overlay TIB Project (PE/RW 2021; CN 2022 - GMA)	19,812				19,812	106,443	126,255
2021 Pavement & Pedestrian Project Sch B - Township/State, Puget/Ferry and State/Rita ADA Ramp Upgrades & Wicker Rd Fabric (PE/CN - REET. 5/18/21 revise to TBD)		97,723	116,562		214,285	-	214,285
Jones/John Liner BNSF Undercrossing Phase 1 - Piling				2,370	2,370	483,593	485,962
2022 Parks (REET) \$50,000 per each - for Olmsted and Memorial		61,051			61,051		
2022 GF Transfer (REET) \$125,000 per each for FS2 Annex.		179,528			179,528		
2021 FUND 104 Arterial Maintenance Projects (REET) \$100,000; Roundabout Landscaping \$13,000, total \$113,000.		-	61,330		61,330	-	61,330
2021 FUND 103 Local Access Maintenance Projects (REET) \$150,000; Local Access Crack/Slurry Seal \$5,204; Total \$155,000. Includes Eastern Overlay and Ramps total \$, and other Local Access Projects \$	-	67,284	-		67,284	-	67,284
2021 Local Access - Sidewalk Repair & Maint (REET)		-			-		
Total 2021 Projects	19,812	405,586	177,892	55,102	658,392	619,308	1,037,121
Without Local Access & Parks	19,812	338,302	177,892	55,102	591,108	619,308	969,837
Ending Balance 12/31/2021	222,683	1,962,695	304,447	730,825	3,220,650		
2022 BFB as of 7/26/2022 per SBX	234,671	1,969,750	366,219	729,515	3,300,155		
Actual 2022 Projects			153,078			809,739	962,817
SR20/SR9-Township Intersection Impr (PE/RW 2020-2021; CN 2022 - GMA)		-	127,780	-	127,780	818,738	946,518
SR9 & John Liner/McGarigle Int (PE/RW 2022, CN 2023)		0.00	0.00	17,756	17,756	71,023	88,778
John Liner Road Bicycle & Ped Safety Impr (PE 2022; CN 2023)				-	-	-	-
SR20/Cascade Trail West Ext Ph 2A (PE/RW 2020-2022; CN 2023)				804	804	5,150	5,954
Trail Road Overlay (PE/CN 2022)	23,733				23,733	134,300	158,033
Jones/John Liner/Trail Road Corridor Preliminary Engr/Env (NEW)				10,918	10,918	341,407	352,325
Jones/John Liner/Trail Road Corridor - Bucko Trail Rd Extn City Participation +/- 300 LF. Previous PE \$32,000 in 2022; new PE \$54,000 in 2023; new CN \$272,000 in 2023	-	-	32,183	-	32,183	-	32,183
Jones/John Liner/Trail Road Corridor AAC (Rows 41-42 hidden total \$1,270,000. Rows 41-42 contain detail of projects and right of way information and are hidden							
Jones/John Liner/Trail Road Corridor Advance Acquisition P39157 Nelson \$655,000. Final \$591,000 to Nelson; UFS and PSE \$10,246; total 2022 \$601,381.		599,480		-	599,480	-	599,480
Jones/John Liner/Trail Road Corridor Advance Acquisition P37150 Tuttle. Tuttle final \$523,065; UFS \$12,146; total 2022 \$535,211.39. Relo costs in 2023 \$.		163,211		372,000	535,211	-	535,211
2022 Parks (REET) to Fund 101 for Memorial Park		50,000			50,000		50,000
2022 FS 2.5 Building GF Transfer (REET)		-			-		-
2022 2021 Flood Damage Repairs - budgeted \$98,886 (FEMA is reimbursing)		-			-		-
2022 Arterial Maintenance Projects Transfer to Fund 104(REET \$50,000/ea per Budget)			51,360		51,360	-	51,360
2022 Local Access - Sidewalk Repair & Maint (REET) \$25,000		-			-		-
2022 TIB Complete Streets		-			-	-	-
2022 Local Access Maintenance Projects (REET) \$75,000/ea		188,283			188,283	-	188,283
Total Project Costs 2022	23,733	1,000,974	211,323	401,477	1,637,507	1,370,618	3,008,125
Ending Balance 12/31/2022	198,950	1,633,555	312,429	563,184	2,708,118		
Total 2021 & 2022 Projects	43,545	1,406,560	389,215	456,579	2,295,899		
Ending Balances 12/31/2022	198,950	1,633,555	312,429	563,184	2,708,118		
2023 BFB as of 8/1/2023 per SBX; updated 12/12/23 - check 301/302 314 with KK	1,152,321	1,623,733	309,261	322,622	3,407,939		
Actual 2023 Projects							
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-23; CN 2024 - REET)		0.00	0.00	35,512	35,512	68,620	104,132
John Liner Road Bicycle & Ped Safety Impr (PE 2022; CN 2023)				18,211	18,211	831	19,042
John Liner Road Arterial Improvements (PE 2023/24; RW 2025; CN 2026)			-	-	-	-	-

Arterial Projects Listing by Funding Source							
For years 2021-2027							
4/24/2024							
M. Freiberger, PE							
Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
SR20/SR9-Township Intersection Impr (PE/RW 2020-2021; CN 2022-23 - GMA)		-	-	(32,569)	(32,569)	242,270	209,701
SR20/Cascade Trail West Ext Ph 2A (PW/RW 2020-2023; CN 2024 - GMA)	-		-	10,238	10,238	11,553	21,791
Jones/John Liner/Trail Road Corridor - Bucko Trail Rd Extn City Participation +/- 300 LF.	-	44,692	-	-	44,692	-	44,692
Jones/John Liner/Trail Rd - SWSD BLA		18,024			18,024		18,024
Jones/John Liner/Trail Road Corridor Advance Acquisition P39157 Nelson. Balance of Demolition expense 2023 \$45,620.		38,425		-	38,425	-	38,425
Jones/John Liner/Trail Road Corridor Advance Acquisition P37150 Tuttle. Tuttle final \$523,065; UFS \$10,246; total 2022 \$533,311.04. Relo costs in 2023.		67,293		-	67,293	-	67,293
Jones/John Liner RR Undercrossing Phase 2 (PE 2024; RW 2025; CN 2026)	-	-		-	-	-	-
2023 TIB Complete Streets		-			-	96,121	96,121
2023 Parks (REET)		50,000			50,000		50,000
2023 GF Transfer (REET) - nothing planned.		-		-	-		-
Cook Road Overlay (PE/CN 2023) - 2023 Pavement & Ped Project Sch A	-		68,465	-	68,465	379,370	447,835
2023 Arterial Maintenance Projects - Jameson St Overlay - 2023 Pvt & Ped Project Schedule B		-	199,902	-	199,902	-	199,902
2023 Local Access - Sidewalk Repair & Maint (REET)		9,000			9,000		9,000
2023 Local Access Maintenance Projects (REET)		51,000	-		51,000	-	51,000
Total Project Costs 2023	-	278,434	268,367	31,392	578,193	798,766	1,376,959
Ending Balance 12/31/2023	198,950	1,931,065	265,711	750,584	3,146,310		
Total Project Costs 2021-2023	43,545	1,684,994	657,582	487,971	2,874,092	798,766	1,376,959
Ending Balances 12/31/2023	198,950	1,931,065	265,711	750,584	3,146,310		
Projected 2024 BFB	852,035	1,126,048	372,578	706,161	3,056,822		
Planned 2024 Projects							
2024 Comprehensive Plan Chapter 8 Transportation Element Update (new 12/11/2023)	-	75,000	-	-	75,000	-	75,000
SS4A Grant for a Road Safety Plan	-	25,000	-	-	25,000	100,000	125,000
Jones/John Liner RR Undercrossing Phase 2A complete BNSF Bridge		-	-	-	-	341,000	341,000
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	381,416	-	-	381,416	1,525,666	1,907,082
John Liner Road Bicycle & Ped Safety Impr (PE 2023/24; RW 2025; CN 2026)			-	22,488	22,488	144,087	166,575
John Liner Road Arterial Improvements (PE 2023/24; RW 2024/2025; CN 2026)			-	35,289	35,289	226,111	261,400
SR20/Cascade Trail West Ext Ph 2A (PW/RW 2020-2024; CN 2025 - GMA)	15,077		-	-	15,077	96,608	111,685
SR20/Cascade Trail West Ext Ph 2B (PE 2026; RW 2027; CN 2028)	-		-	-	-	-	-
Jones/John Liner/Trail Road Corridor - Bucko Trail Rd Extn City Participation +/- 300 LF.	-	-	54,000	272,000	326,000	-	326,000
Cook Road/South Trail Road Intersection Imprmts (PE 2024; RW 2025; CN 2026)	-	-	-	-	-	-	-
2024 TIB Complete Streets - Nelson, 6th-7th; State, Central to Senior Center; misc ADA Ramps		-			-	403,878	403,878
2024 GF Transfer (REET) - nothing planned.		-			-		
N Reed Street Road Overlay Project 1 (PE/CN) - 2024 Pavement & Pedestrian Impr Project Schedule A.	-	-	84,226		84,226	477,278	561,504
2024 Arterial Maintenance Projects (REET) - Reed St BYC to Sapp - 2024 Pavement & Ped Project Sch B		184,895	100,000		284,895	-	284,895
2024 TIB Complete Streets Early Opportunity - Sidewalk and ADA Ramp Repairs Various locations - 2024 Pavement & Ped Project Schedule F		-				545,636	545,636
2024 Local Access - Sidewalk Repair & Maint (REET) -		50,000	-		50,000		
2024 Local Access Maintenance Projects (REET) - Portobello - 2024 Pavement & Pedestrian Project as Sch C - \$204,040; Chip Seal Projects \$45,960.		250,000	-		250,000	-	250,000
2024 Parks (REET)		50,000			50,000		
Total Project Costs 2024	15,077	1,016,311	238,226	329,777	1,549,392	3,860,264	5,359,655
Ending Balance 12/31/2024	183,872	1,614,754	237,485	481,807	2,567,919		
Total Project Costs 2021-2024	58,622	2,701,305	895,808	817,748	4,423,484	4,659,030	6,736,614
Ending Balances 12/31/2024	183,872	1,614,754	237,485	481,807	2,567,919		
Planned 2025 Projects							
Jones/John Liner RR Undercrossing Phase 2B Roadway Extension		1,000,000	-	-	1,000,000	558,800	1,558,800
SR20/Cascade Trail West Ext Ph 2A (PW/RW 2020-2024; CN 2025 - GMA)	107,865		-	-	107,865	691,136	799,001
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	325,822	-	-	325,822	1,846,323	2,172,145
John Liner Road Bicycle & Ped Safety Impr (PE 2023/24; RW 2025; CN 2026)			-	1,276	1,276	8,179	9,455
John Liner Road Arterial Improvements (PE 2023/24; RW 2024/25; CN 2026)			-	32,788	32,788	210,089	242,877
SR20/Cascade Trail West Ext Ph 2B (PW 2024; RW 2025; CN 2026)	-		-	-	-	-	-
Cook Road/South Trail Road Int Impr (PE 2024; RW 2025; CN 2026)	-	-	-	48,567	48,567	311,189	359,756
SR20/Reed Street Intersection Improvements (PE/CN 2024)				50,000	50,000	-	50,000
2025 GF Transfer (REET) - nothing planned.		-			-		
N Reed Street Road Overlay Project 2 (PE/CN) - Completed 2024 with Proj 1	-	-	-		-	-	-

Arterial Projects Listing by Funding Source							
For years 2021-2027							
4/24/2024							
M. Freiberger, PE							
Revenues	Fund 104	<u>REET 301/302</u> total both	TBD 304	<u>GMA Trans</u> Impact Fees 314	Total	GRANT	<u>TOTAL</u> PROJECT
2025 Arterial Maintenance Projects (REET)		-	100,000		100,000	-	100,000
2025 Local Access - Sidewalk Repair & Maint (REET)		25,000	-		25,000		
2025 Local Access Maintenance Projects (REET)		150,000	-		150,000	-	150,000
2025 Parks (REET)		50,000			50,000		
Total Project Costs 2025	107,865	1,550,822	100,000	132,631	1,891,318	3,625,716	5,442,034
Ending Balance 12/31/2025	76,007	563,932	347,485	410,176	1,447,601		
Total Project Costs 2021-2025	166,488	4,252,127	995,808	950,379	6,314,802	8,284,745	12,178,648
Ending Balances 12/31/2025	76,007	563,932	347,485	410,176	1,447,601		
Planned 2026 Projects							
Jones/John Liner RR Undercrossing Phase 2B Roadway Extension		-	-	-	-	-	-
John Liner Road Bicycle & Ped Safety Impr (PE 2023/24; RW 2025; CN 2026)			68,985	-	68,985	442,015	511,000
John Liner Road Arterial Improvements (PE 2023/24; RW 2024/25; CN 2026)			-	96,444	96,444	1,917,956	2,014,400
SR20/Cascade Trail West Ext Ph 2B (PW 2024; RW 2025; CN 2026)	-		-	16,335	16,335	104,665	121,000
Cook Road/South Trail Road Int Impr (PE 2024; RW 2025; CN 2026)	-	-	-	9,990	9,990	64,010	74,000
2026 GF Transfer (REET) - nothing planned.		-			-		
Township Street Overlay Project 1 (PE/CN)	-	-	101,000		101,000	467,500	568,500
2026 Arterial Maintenance Projects (REET)		-	100,000		100,000	-	100,000
2026 Local Access - Sidewalk Repair & Maint (REET)		25,000	-		25,000		
2026 Local Access Maintenance Projects (REET)		150,000	-		150,000	-	150,000
2026 Parks (REET)		50,000			50,000		
Total Project Costs 2026	-	225,000	269,985	122,769	617,754	2,996,146	3,538,900
Ending Balance 12/31/2026	76,007	838,932	287,500	348,407	1,600,847		
Total Project Costs 2021-2026	166,488	4,477,127	1,265,793	1,073,148	6,932,556	11,280,891	15,717,548
Ending Balances 12/31/2026	76,007	838,932	287,500	348,407	1,600,847		
Planned 2027 Projects							
Jones/John Liner RR Undercrossing Phase 2B Roadway Extension		-	-	-	-	-	-
John Liner Road Bicycle & Ped Safety Impr (PE 2023/24; RW 2025; CN 2026)			-	-	-	-	-
John Liner Road Arterial Improvements (PE 2023/24; RW 2024/25; CN 2026)			-	-	-	-	-
SR20/Cascade Trail West Ext Ph 2B (PW 2024; RW 2025; CN 2026)	-		-	2,633	2,633	16,868	19,500
Cook Road/South Trail Road Int Impr (PE 2024; RW 2025; CN 2026)	-	447,450	-	-	447,450	2,535,550	2,983,000
2026 GF Transfer (REET) - nothing planned.		-			-		
Township Street Overlay Project 2 (PE/CN)	-	-	156,000		156,000	884,000	1,040,000
2026 Arterial Maintenance Projects (REET)		-	100,000		100,000	-	100,000
2026 Local Access - Sidewalk Repair & Maint (REET)		25,000	-		25,000		
2026 Local Access Maintenance Projects (REET)		150,000	-		150,000	-	150,000
2026 Parks (REET)		50,000			50,000		
Total Project Costs 2027	-	672,450	256,000	2,633	931,083	3,436,418	4,292,500
Ending Balance 12/31/2027	76,007	666,482	241,500	406,775	1,440,764		
Total Project Costs 2021-2027	166,488	5,149,577	1,521,793	1,075,780	7,863,638	14,717,309	20,010,048
Ending Balances 12/31/2027	76,007	666,482	241,500	406,775	1,440,764		
MULTIYEAR PROJECT TOTALS							
SR20/Cascade Trail West Extension Phase 2A (PE 2020-2021; RW 2021; CN 2023) (Includes 2019-2020 expenses)	122,943	-	-	15,610	138,553	833,720	972,272
Total 2020-2023 SR20/SR9-Township Intersection (excluding 2019/2020 expenses totaling \$139,312.52 inc Staff and WSDOT direct STP charges - local from GMA)	-	-	127,780	50,082	177,862	1,165,834	1,343,696
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	707,238	-	53,268	760,506	3,511,632	4,272,137
Total 2021-2023 John Liner Rd Bike/Ped	-	-	68,985	41,975	110,960	595,112	706,072
John Liner Road Arterial Improvements (PE 2023/24; RW 2024; CN 2025)	-	-	-	164,521	164,521	2,354,156	2,518,677
Jones/John Liner RR Undercrossing Phase 2B Roadway Extension (PE 2025; RW 2026; CN 2027)	-	1,000,000	-	-	1,000,000	899,800	1,899,800
2022-2024 TIB Complete Streets - \$500,000 total	-	-	-	-	-	499,999	499,999
Cook Road/South Trail Road Intersection Improvements (PE 2024; RW 2025; CN 2026)	-	447,450	-	58,557	506,007	2,910,749	3,416,756
SR20/Cascade Trail West Ext Ph 2B (PW 2026; RW 2027; CN 2028)	-	-	-	18,968	18,968	121,533	140,500
Jones/John Liner/Trail Road Corridor - Bucko Trail Rd Extn City Participation +/- 300 LF. Previous PE \$32,000 in 2022; new PE \$54,000 in 2024; new CN \$272,000 in 2024; est	-	44,692	86,183	272,000	402,875	-	402,875
Jones/John Liner/Trail Road Corridor Advance Acquisition P39157 Nelson. Balance of Demolition expense 2023 \$45,620.	-	637,905	-	-	637,905	-	637,905
Jones/John Liner/Trail Road Corridor Advance Acquisition P37150 Tuttle. Tuttle final \$523,065; UFS \$10,246; total 2022 \$533,311.04. Relo costs in 2023.	-	230,504	-	372,000	602,504	-	602,504



City Council Agenda Item

Agenda Item No.: e.4.

Date: May 8, 2024

From: Mark Freiburger, Director of Public Works

Subject: ADA Transition Plan Annual Review - 2021 to 2023

RECOMMENDED ACTION:

No action required.

ISSUE:

2021 - 2023 ADA Transition Plan Annual Review

BACKGROUND/SUMMARY INFORMATION:

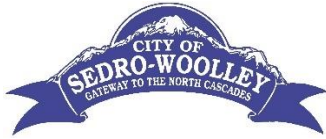
The city adopted its ADA Transition Plan on 4/21/2021. The Plan anticipates an annual review of progress made by the City in addressing the removal of ADA Barriers citywide. The attached report is for the period 2021 through 2023.

FISCAL IMPACT, IF APPROPRIATE:

ADA facility updates are funded by the various departments managing city facilities. The plan anticipates upgrades to facilities as planned capital projects are designed and constructed.

ATTACHMENTS:

1. COSW 2021 - 2023 ADA ANNAUL REVIEW



City of Sedro-Woolley 2021 - 2023 ADA Transition Plan Annual Review

Prepared: 4/25/2024

By: David E. Lee, City Engineer

Background

The City is committed to removing barriers to accessibility in its services, programs, and activities. To achieve this end, the City has completed its *ADA Self-Evaluation and Transition Plan*, which was adopted by the Council in April 2021. The Plan includes prioritization criteria for removal of identified barriers. These are generally as follows:

Higher Priority

- Barriers to accessibility identified in filed grievances/complaints.
- Barriers to accessibility identified through public engagement efforts.
- Barriers to accessibility correlated to planned capital improvement projects, department maintenance projects, and policies and procedures.
- Barriers to accessibility serving State and Local government offices and facilities, transportation, transit stops, and places of public accommodation per Section 35.150 (d) (2) of the ADA Code of Federal Regulations.

Lower Priority

- Barriers for services not frequently used by the public.
- Barriers to accessibility in public right-of-way facilities slated for demolition or pending renovation.
- Barriers to accessibility where alternative locations have accessible facilities.

This **ADA Transition Plan Annual Review** is provided to show the progress that the City of Sedro-Woolley made since adoption of the Plan in 2021 through 2023 towards addressing accessibility barriers in City facilities, including city facilities and pedestrian facilities within the city right-of-way. For pedestrian facilities, these barriers include lack of curb ramps, non-compliant curb ramps, and sidewalks.

The City also responds to citizen complaints regarding accessibility barriers. These barriers include ramps, damaged sidewalks, or no sidewalks. These complaints are considered a high priority.

Building Facilities

- Restrooms located at the **Riverfront Park Large Shelter** were upgraded in 2023 to meet ADA standards (identified as High Priority in the Plan).
- **Memorial Park** was upgraded in 2023, including a new ADA compliant Restroom facility, improvements to the parking lot to add compliant ADA parking stalls for the Senior Center, new sidewalks throughout and an ADA compliant Playground facility (identified as High Priority in the

Plan). The value of the 775 square yards of sidewalk and ADA ramp work was \$115,057. The value of the ADA compliant playground and spray park was \$668,446.

- The new **Wastewater Treatment Plant Laboratory/Operations Building** was designed to current ADA standards. The building was occupied in early 2023.
- The new **Public Works Operations Building** was designed to current ADA standards. The building was occupied in early 2023.
- The joint **Parking Lot** for both facilities were designed to meet current ADA standards. These facilities were also completed in early 2023.

Public Right of Way

Curb Ramps

At the end of 2023, the City's ramp inventory identified 950 locations for pedestrian crossings.

Type	2021	2023	Change
• Compliant Locations	485	512	27
• Non-compliant Locations	241	232	(9)
• Ramps Missing Locations	114	106	(8)
• Blended Transition-Non-compliant	86	100	14
Total	926	950	

As a policy, the City will add or upgrade curb ramps associated with Capital Improvements Projects whenever possible. These projects include new roadway construction, roadway improvements, and roadway overlays.

City Projects

- **2021**
 - Pavement and Pedestrian Improvements Project (Wicker Road & Eastern Ave)
 - At various locations - 1 curb ramp was upgraded and 11 new ramps installed (\$75,000 or \$6,250 per ramp)
- **2022**
 - Cook Road Pedestrian Crossing Project
 - Skagit County/City project - New pedestrian crossing on Cook Road to serve Janicki Ball fields, project upgraded 4 curb ramps (3 in county, 1 in City) and installed 2 new curb ramps for crossing (in County)
- **2023**
 - Pavement and Pedestrian Improvements Project
 - Cook Road – 8 curb ramps were upgraded (\$71,692 or \$8,962 per ramp)
 - Jameson Street – 4 curb ramps were upgraded, and 2 new ramps installed (\$38,107 or \$6,351 per ramp)

In addition, private development projects are also required to address curb ramp upgrades and install compliant curb ramps on new roadways.

Private Development

- **2021** (counts included in ADA Plan totals)
 - Garden Meadows, N Trail Road – 4 curb ramps associated with new plat road (N Trail Road) were installed (at developers cost)

- The Park Ph 1, subdivision - 10 curb ramps associated with new plat road were installed (at developers cost)
- **2022**
 - The Park Ph 2, subdivision - 4 curb ramps associated with new plat road were installed (at developers cost)
- **2023**
 - Bucko Estates Plat – 9 curb ramps associated with the new plat road were installed (at developers cost)

Sidewalks

When reported, the City will respond to citizen complaints of damaged sidewalks that present tripping hazards.

- During the period 2021 - 2023 the City responded to 5 complaints
- In 2022-2023, the city participated in 6 voluntary sidewalk replacements under the City's ADA Transition Plan.

Municipal Code Chapter 12.28 Sidewalks places the responsibility for sidewalk maintenance and repair on the adjacent property owner. The City has a program called the Sidewalk Replacement Partnership Program to aid citizens in repairing or replacing sidewalks in front of their property. The City will remove the existing damaged sidewalk concrete so that the property owner can replace it.

- During the period 2021 - 2023, the City removed and disposed of 144 LF of various widths of sidewalk at six separate locations under the Sidewalk Replacement Program. Gravel base was also installed at these locations.

In 2023, the City contracted with Precision Concrete Cutting for its 2023 Sedro-Woolley Sidewalk Pilot Project. The scope of work included the grinding of uneven sidewalk sections at seven locations designated by the City where the height difference between sidewalk panels was 1-inch or more. This proved to be an effective alternative to full replacements. The cost for this pilot program was \$2,284.

Planned Actions for 2024

On 2/14/2024 the City **updated SWMC Chapter 12.28 Sidewalks** under Ordinance 2064-24. This update brought the previous code, which was last updated in 1913 up to modern standards. The City also passed Resolution 1136-24 "Adopting Sidewalk Repair and Maintenance Program Policy Documents" to reflect the above code changes and to update and expand the Partnership Program. The updated Code and Policy will assist City Staff with outreach and replacement of non-compliant sidewalks citywide.

City Facilities

The City will construct a new City Park called **Olmsted Park**. The project will include new ADA compliant Restroom facilities, ADA compliant parking facilities, and accessible sidewalks, walking path, and an ADA compliant path to Thompson Pond. Future improvements will include an ADA compliant playground and a Fishing Dock for Thompson Pond.

The City will reconstruct the walking trail at the **Riverfront Park FEMA site** to ADA standards, including the access to the recently constructed foot bridge crossing an unnamed creek on the trail.

The city will continue to offer the **Sidewalk Repair and Maintenance Program**.

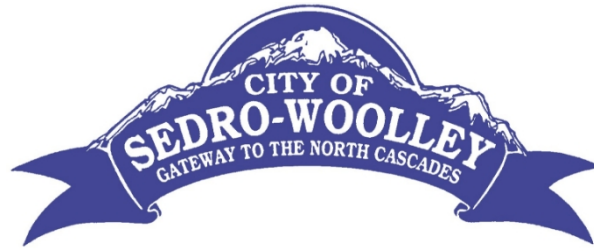
Public Right of Way

The City will continue to respond to ADA-related complaints.

The City's **2024 Pedestrian and Pavement Improvement Project** includes:

- North Reed Street - 17 new and upgraded ramps.
- State Street – 325 LF new sidewalk, 111 LF of replaced sidewalks and 2 new and 6 replaced ramps.
- Nelson Street – 630 LF of replaced sidewalk and 2 new and 6 replaced ramps.
- Portobello Avenue – 143 LF of replaced sidewalk and 4 replaced ramps.
- Various locations – Replace 950 LF sidewalk and 3 replaced ramps.

The City will also contract with Precision Concrete Cutting to continue eliminating sidewalk trip hazards by grinding at 138 locations, concentrating on the downtown core and related high traffic areas.



City Council Agenda Item

Agenda Item No.: f.1.

Date: May 8, 2024

From:

Subject: Skagit Public Utility District General Manager George Sidhu

RECOMMENDED ACTION:

No recommended Action

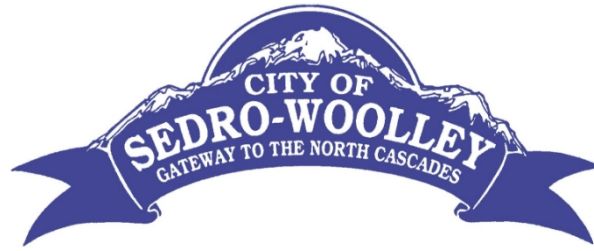
ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.2.

Date: May 8, 2024

From:

Subject: Volunteers of America Western Washington - VP of External Affairs Kirk Pearson

RECOMMENDED ACTION:

No recommended action.

ISSUE:

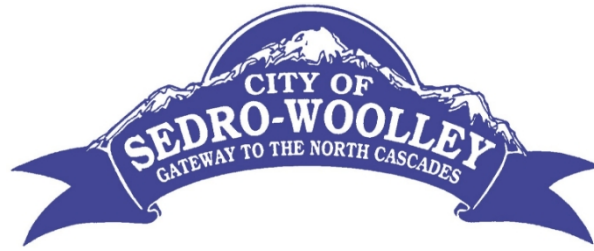
BACKGROUND/SUMMARY INFORMATION:

VP of External Affairs Kirk Pearson will be presenting, along with Beth Boram from Beacon Development and Project Manager Jim Lorenz.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: 1.1.

Date: May 8, 2024

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

Subject: List of Authorized Positions - Create a Part-Time HR Analyst Position and Expand an Accounting Technician Position to Full-Time

RECOMMENDED ACTION:

Motion to approve the city's list of authorized positions to include a part-time HR Analyst and expand an Accounting Technician position from part-time to full-time.

ISSUE:

Should the City create a part-time HR Analyst position and expand the part-time Accounting Clerk position to full-time.

BACKGROUND/SUMMARY INFORMATION:

Part-Time Human Resource Analyst:

Staff discussed the need to restructure and expand human resources staffing with the City Council on April 3, 2024. At that time, the City Council made it clear that it was not interested in funding a Human Resources Manager position at this time. Staff are proposing an alternative plan to address one of the key current issues raised in the April 3 discussion, having a union employee handling confidential work and the overall high work load of that position, as it is currently structured. Creating a separate non-represented (non-union) Human Resources (HR) Analyst position, albeit part-time (this would not solve the overall need for additional HR staffing), would allow for the restructuring of the Accounting Clerk/HR Assistant Position in the Finance Department. Confidential HR work, including Civil Service duties, would be removed and shifted to the new part-time HR Analyst. An HR Analyst is a position that has more technical skills and experience than an HR Assistant and fewer technical skills and experience than an HR Manager. The new position would report to the City Administrator. The City Administrator would continue to handle the higher level human resources duties of the City. Staff will also evaluate options for expanding the use of consultants by the City Administrator and HR Analyst for human resources services.

The Accounting Technician (Payroll and Human Resources) job description would change to Accounting Technician (Payroll), as the position would now be fully focused upon payroll and general Finance Department duties. This would allow the Accounting Technician (Payroll) time to focus on payroll, reducing payroll errors, as well as processing quarterly and annual payroll reports. Historically, this position has also tracked utility tax payments for cable, TV, internet, and water companies. The city

could begin this process again, ensuring all utilities are appropriately paying utility tax.

Accounting Technician from Part-Time to Full-Time:

The Finance Department is requesting an additional 0.50 FTE, moving the part-time Accounting Technician position to full-time. The primary role of this position is customer service focused; answering phones and customer interactions at the front counter (the primary reception for City Hall). This position also handles other administrative tasks (for example, posting utility payments and processing park reservations and refunds), is the back-up and support for accounts payable, and supports all other department positions as needed.

The Accounting Technician position is crucial to ensuring the other finance positions have uninterrupted time to focus on their primary job responsibilities. The two current positions most impacted by this request, are the Accounting Technician (Accounts Payable) and Deputy City Clerk. These two positions cover the above tasks for half of each day and are interrupted from their primary job responsibilities up to 20 times per day. Unfortunately, research shows that each time we are distracted, it might take around 20 minutes to regain focus on what we were previously working on.

The Accounting Technician (Accounts Payable) position has experienced an increased work load in the past several years. In 2021 accounts payable processed 2,560 files / invoices for a total of \$12,450,214, in 2022 3,795 files / invoices were processed for a total of \$18,521,614, and 2023 2,861 files / invoices for a total of \$14,677,623. In 2024, the city has improved its invoice approval process to ensure all invoices receive a secondary review and all re-occurring payments are approved each occurrence. The city has also increased review of business license applications to ensure the necessary health and welfare inspections are being performed. These functions run through the Accounting Technician (Accounts Payable) position and require focused work time.

Using the Association of Washington Cities (AWC) 2023 Salary and Benefits Survey, we pulled cities with closest population to the City of Sedro-Woolley, five lower and five higher (Sumner, Fife, Airway Heights, Poulsbo, Kelso, Gig Harbor, Enumclaw, Liberty Lake, Cheney, and Edgewood). We also pulled data for cities included in the recent AFSCME labor negotiations (Town of Steilacoom, City of Stanwood, Shelton, Yelm, Ferndale, Lynden, and Anacortes), plus City of Burlington. For all of these cities, we pulled data from the cities websites regarding the number of staff in the Finance Department, and reached out to representatives of the cities to confirm. We were unable to confirm the Finance Department FTE counts for City of Fife and Edgewood, these cities have been excluded from the review.

Of the cities reviewed, the average FTE for Finance Departments and City Clerks is 7.48, excluding the clerk positions/duties the average is 6.51 FTE. Adjusting for Airway Heights that contracts out payroll services, and Liberty Lake with no utility billing, the average increases to 7.61 FTE and excluding clerk position/duties to 6.64 FTE. The City of Sedro-Woolley has a current Finance Department and City Clerk FTE of 5.50 (excluding EMS Billing as no other comparable city performs this function in-house). Excluding the estimated 0.75 FTE dedicated to clerk duties, the city's FTE is 4.75.

The Finance Department is dedicated to providing excellent service to both the community and employees. The proposed staffing will demonstrate this dedication by providing finance staff with the capacity to focus on their primary job responsibilities and cross-train in key areas.

FISCAL IMPACT, IF APPROPRIATE:

Sufficient funding exists in the 2024 budget to support these personnel actions.

The first draft of the 2024 Budget Amendment No. 1 estimated an HR Manager position at \$149,450 including medical benefits. The estimated cost of a part-time HR Analyst is \$45,330 (no medical benefits). This is a deduction of \$104,120.

The part-time Accounting Technician position is included in the 2024 budget at \$39,698 (no benefits). The estimated costs to expand this position to full-time is up to \$107,147 (with medical benefits), an increase of up to \$67,449.

Together, these positions represent the financial equivalent of one additional employee, increasing the General Fund budget by \$112,779. However, this is \$36,671 less than the HR Manager position previously requested.

ATTACHMENTS:

1. 2024_FTECount_4.19.2024
2. HR Analyst JD
3. Additional 0.50 FTE in Finance Department



FTE Count for the 2024 Budget

Update 4/19/2024

When fully staffed the City has an employee head count of 139 employees and elected officials, and 107.50 FTE. Full-time equivalent, or FTE, measures the total amount of full-time employees working at the City. It is a way of adding up the hours of full-time, part-time and various other types of employees into measurable 'full-time' units. This amounts do not include volunteer firefighters.

New / Revised Positions: Accounting Technician from part-time to full-time. Part-time Human Resource Analyst. Increase head count and FTE by 1.00.

Summary	
ALL DEPARTMENTS	
Department	FTE
Legislative	1.75
Judicial	1.00
Executive	2.00
Finance	6.34
Info Tech	2.00
Planning and Comm Dev	2.64
Engineering	2.71
Law Enforcement	26.00
Fire / EMS	27.16
Protective Inspections	2.67
Parks	4.58
Cemetery	0.72
Street	2.97
Sewer	12.14
Solid Waste	7.61
Storm	3.21
ERR	1.25
Park Caretakers	0.75
Total FTE	107.50
Checkfigure	107.50

Full-Time	Vacant
Part-Time	New Position
Not Funded	

DETAIL																						
ALL CITY DEPARTMENTS - EXCLUDING PUBLIC SAFETY																						
			Legisl	Judicial	Executive	Finance	Info Tech	Planning and Comm Dev	Engineering	Law Enforcement	Fire / EMS	Protective Inspections	Parks	Cemetery	Street	Sewer	Solid Waste	Storm	ERR	Other	Checkfigure	
Department	Current Title	Name																				
Elected Official	Mayor	Johnson, Julia			0.50																0.50	
Elected Official	Councilmember	Loy, Kevin	0.25																		0.25	
Elected Official	Councilmember	Kesti, JoEllen	0.25																		0.25	
Elected Official	Councilmember	Diamond, Sarah	0.25																		0.25	
Elected Official	Councilmember	Henderson, Allan	0.25																		0.25	
Elected Official	Councilmember	Cocke, Paul	0.25																		0.25	
Elected Official	Councilmember	Burns, Joe	0.25																		0.25	
Elected Official	Councilmember	Lavacca, Nick	0.25																		0.25	
Non-Reps	Court Clerk	Struthers, Linda		1.00																	1.00	
Non-Reps	City Administrator	Bush, Charles			1.00																1.00	
Finance	Accounting Technician (Payroll)	Goss, Jeanine K				1.00															1.00	
Finance	Accounting Technician (Utility Billing)	Jones, Diane R				1.00															1.00	
Finance	Deputy City Clerk	Mynatt, Serena R				1.00															1.00	
Finance	Accounting Technician	Wolf, Trina L				1.00															1.00	
Finance	EMS Billing Clerk	Messer, Rachel A				0.34					0.66										1.00	
Finance	Accounting Technician	VACANT				1.00															1.00	
Non-Reps	Finance Director	Kohnken, Kelly				1.00															1.00	
Non-Reps	IT Director	Tovar Cano, Woody					1.00														1.00	
Non-Reps	IT System Integration Analyst	Saint, Thomas					1.00														1.00	
Non-Reps	Community Development Director	Glover, Thomas						0.75				0.25									1.00	
Non-Reps	Planner	McGowan, Nicole						0.75				0.25									1.00	
Non-Reps	Assistant Planner	VACANT						0.75				0.25									1.00	
Non-Reps	PT: Human Resource Analyst	VACANT			0.50																0.50	
Non-Reps	City Engineer	Lee, David							1.00												1.00	
B+P	Permitting Technician	Hilsinger, Jana						0.39	0.19			0.42									1.00	



Position Description

Position: Human Resources Analyst

Position Number:

Department/Site: Executive

FLSA: Exempt

Evaluated by: Charlie Bush, City Administrator

Salary Grade: 122

Summary

Performs professional, technical and administrative duties involved in the development, implementation and administration of Human Resources programs and activities, ensuring compliance with applicable state and federal laws.

Distinguishing Career Features

The Human Resources Analyst works collaboratively, but independently, under general direction in carrying out complex work in recruitment, performance management, Civil Service/merit system selection, position classification, wage and salary administration, labor relations, training, employee benefits, workers compensation and safety and other professional human resources functions. Incumbents provide consultation, advice and direct service to City departments and employees regarding sensitive personnel and organizational issues. Job emphasis is on responsibility for analysis of problems, issues, and situations arising from work assignments, and for development, communication and implementation of recommendations. May be assigned as lead in functional area of expertise or on special projects including responsibility for budgeting and contract work. Work is performed in a unionized environment. This position reports to the City Administrator.

Essential Duties and Responsibilities

Performs comprehensive human resources functions including benefits administration, classification and compensation, employee relations, employee development, wage and salary administration, recruitment and selection, leave administration, labor relations, safety and monitoring for legal compliance.

Conducts research and performs analysis regarding administration of classification and salary structures; conduct classification/reclassification reviews and salary surveys as assigned; performs job audits and analysis of individual positions; recommends reclassifications; develops new and revised job classifications.

Administers policies, procedures, programs, contracts, collective bargaining agreements, and drug and alcohol testing program assuring compliance with applicable Federal, State and local laws, rules, and regulations.

Participates in the development, implementation, administration, and review of policies, procedures, programs, and practices to ensure compliance with regulations and consistent with City Council directives; monitor for legal compliance with applicable federal, state and local laws and regulations.

Prepares and maintains a variety of records, files, and reports relative to human resource functions; establishes and maintains confidential employee records; purges and archives files and documents per RCW and WAC retention schedules.

Prepares and processes personnel actions and other human resource forms.

Collects, prepares and analyzes a variety of human resource data; prepares statistical, budgetary and narrative graphs and reports as required.

Participates in labor negotiations; provides research, analysis and costing of contracts in support of negotiations; prepares and maintains documentation and files; drafts collective bargaining agreements; participates in labor/management activities as assigned.

Assists with compliance with federal, state and local laws regarding personnel practices, including affirmative action/equal employment opportunity, Fair Labor Standards Act, Family and Medical Leave Act, and Americans with Disabilities Act requirements, etc.

Processes workers' compensation program incident reports, coordinates return to work and light duty arrangements for city departments.

Works with department managers regarding a variety of matters including staffing and organization, employee development, disability accommodations, investigations and disciplinary matters, recommending discipline, policy and contract interpretation, and employment law.

Educates employees on benefit programs including health, life, and supplemental benefits; and pension programs; administers the city annual open enrollment process.

Performs employee recruitment and selection processes including advertising vacancies; conducts preliminary evaluation of applications; creates, prepares and administers examinations and interview questions; conducts background checks; and reviews recommendations regarding hiring, advancement and promotions.

Serve as the Civil Service Chief Examiner/Secretary, supporting recruiting, interviewing and testing processes.

Develops, implements and monitors records and tracking systems related to employee leave benefits; maintains knowledge of applicable local, state and federal laws and regulations; ensures compliance with federal, state and local laws, regulations, policies and procedures.

Conducts employee orientation and exit interviews; educates employees regarding available benefit programs and required documents; audits and completes employment documents, ensuring legal compliance.

Serves as staff liaison to various committees, as assigned.

Updates the City human resources department webpage.

Qualifications

Necessary Knowledge, Skills and Abilities:

- (A) Ability to effectively and accurately communicate, both verbally and in writing, with employees, consultants, other governmental agency representatives, City officials and the general public. This includes the ability to communicate technical information to lay audiences;
- (B) Ability to establish and maintain trust, confidence and effective working relationships with co-workers, managers, supervisors and the public; ability to maintain confidentiality of sensitive information;
- (C) Effective experience in modern principles, practices and theories of human resources management, including union contract interpretation and recruitment and selection methods; municipal government policies, procedures and structure; applicable local, state and federal laws, codes, regulations and ordinances;
- (D) Ability to analyze situations accurately, adopt an effective course of action and adapt as the situation changes, and to manage multiple projects and tasks;
- (E) Ability to effectively use research and analytical methods, practices and procedures to define and resolve issues;
- (F) A key value of the City is customer service. This position requires considerable knowledge, ability and skill in the principles and practices of excellent customer service as practiced in both the private and public sectors. It requires the ability to effectively meet and deal with the public; the ability to handle stressful situations; the ability to greet and respond to customers in a friendly, pleasant and professional manner using appropriate inflection, grammar and syntax; the ability to establish and maintain effective working relationships with employees, supervisors, and the general public; the ability to maintain a professional, courteous, and pleasant demeanor in difficult and stressful situations; and the ability to diplomatically deal with difficult people. A willingness to expend extra effort to help the public find answers or information relative to their inquiry or complaint is expected.

Education and Experience

Education and Experience:

- (A) Graduation from a four-year college or university with a degree in public or business administration, human resources or a closely related field; and
- (B) Minimum of three (3) years of increasingly responsible human resources experience at a level affording familiarity with personnel classification, compensation, recruitment, promotion, testing, evaluation, labor relations, personnel policy and procedures desired; or
- (C) Any equivalent combination of education and experience.

Licenses and Certificates

Must possess a valid State driver's license or have the ability to obtain one prior to employment.

SHRM Professional in Human Resources (PHR), SPHR certification or graduate degree preferred. Any of these may substitute for up to two years of required experience.

Working Conditions

The physical demands described here are representative of those that must be met by an employee 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 performed mostly in office settings. Some outdoor work is required as part of groundbreaking ceremonies or similar community events.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; and is required to talk and hear.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet to moderate.

NECESSARY SPECIAL REQUIREMENT:

- Employment contingent upon passing a criminal conviction and location background check.
- Occasional travel to conferences and training sessions.

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.

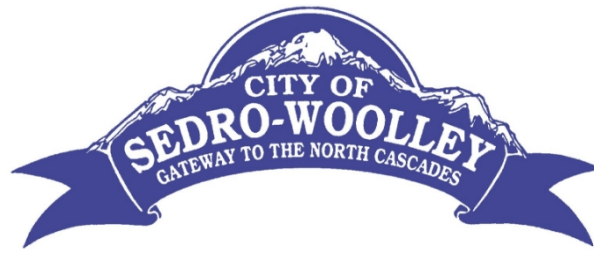


Additional 0.50 FTE in Finance Department

Procedure: Using the Association of Washington Cities (AWC) 2023 Salary and Benefits Survey, we pulled cities with closest population to the City of Sedro-Woolley, five lower and five higher (Sumner, Fife, Airway Heights, Poulsbo, Kelso, Gig Harbor, Enumclaw, Liberty Lake, Cheney, and Edgewood). We also pulled data for cities included in the recent AFSCME labor negotiations (Town of Steilacoom, City of Stanwood, Shelton, Yelm, Ferndale, Lynden, and Anacortes), plus City of Burlington. For all of these cities, we pulled data from the cities websites regarding the number of staff in the Finance Department, and reached out to representatives of the cities to confirm. We were unable to confirm the Finance Department FTE counts for City of Fife and Edgewood, these cities have been excluded from the review.

Conclusion: Of the cities reviewed, the average FTE for Finance Departments and City Clerks is 7.48, excluding the clerk positions/duties the average is 6.51 FTE. Adjusting for Airway Heights that contracts out payroll services, and Liberty Lake with no utility billing, the average increases to 7.61 FTE and excluding clerk position/duties to 6.64 FTE. The City of Sedro-Woolley has a current Finance Department and City Clerk FTE of 5.50 (excluding EMS Billing as no other comparable city performs this function in-house). Excluding the estimated 0.75 FTE dedicated to clerk duties, the city's FTE is 4.75. The Finance Department is requesting an additional 0.5 FTE.

Finance Department					Pulled from the Association of Washington Cities (AWC) 2023 Salary and Benefits Survey									
Entity	Finance + Clerk FTE	Clerk FTE	Finance Dedicated FTE	Notes	Population	Full-time employees	Part-time employees	Authorized FTEs	Vacant authorized FTEs	Assessed value	Assessed value per capita	Regular levy amount	Sales tax revenue	County
City of Sedro-Woolley	5.50	0.75	4.75	Finance Director / City Clerk and Deputy City Clerk split the clerk duties. Count excludes EMS Billing Clerk as no other comparable city includes this role.	12,900	95.00	43.00	106.50		1,408,721,472	109,203	2,948,079	2,367,783	Skagit
Town of Steilacoom	5.50	0.25	5.25	Town Administrator is also the Clerk and Treasurer.	6,825	35.00	11.00	36.00	1.00	1,282,235,578	187,873	2,109,650	651,761	Pierce
City of Stanwood	7.00	1.00	6.00	-	8,585	36.00	1.00	38.00	2.00	1,291,025,316	150,382	1,938,562	2,358,457	Snohomish
City of Burlington	5.48	0.25	5.23	Finance Director performs clerk duties.	9,702	-	-	-	-	2,305,735,795	237,656	2,952,376	-	Skagit
City of Shelton	10.00	1.00	9.00	-	10,420	92.00	2.00	94.00	4.00	937,444,461	89,966	2,212,547	2,968,997	Mason
City of Yelm	7.00	1.00	6.00	-	10,770	68.00	-	72.00	4.00	1,225,883,801	113,824	1,559,024	3,146,990	Thurston
City of Sumner	7.00	1.00	6.00	-	10,800	119.00	3.00	126.52	6.00	4,283,202,012	396,593	4,258,173	9,149,857	Pierce
City of Airway Heights	4.00	0.50	3.50	Finance Director performs clerk duties. City does not perform payroll, contracts with CPA firm.	11,280	73.00	83.00			846,290,758	75,026	1,468,367	2,830,700	Spokane
City of Poulsbo	10.00	1.00	9.00	-	12,400	106.00	4.00	108.27	-	2,393,713,298	193,041	2,810,708	5,493,477	Kitsap
City of Kelso	7.00	0.75	6.25	Finance Director and Deputy Clerk split the clerk duties.	12,750	79.00	2.00	81.00	2.00	1,217,533,016	95,493	1,608,789	3,880,066	Cowlitz
City of Gig Harbor	10.00	2.00	8.00	-	13,060	108.00	2.00	120.00	12.00	3,900,971,821	298,696	3,208,700	8,953,080	Pierce
City of Enumclaw	7.00	1.00	6.00	-	13,090	119.00	5.00	117.20	2.00	2,212,340,961	169,010	2,454,879	4,249,570	King
City of Liberty Lake	5.00	1.00	4.00	Does not have a utility billing clerk as the city does not bill for any utility services.	13,150	75.00	5.00			2,319,974,709	176,424	2,927,099	5,746,197	Spokane
City of Cheney	11.00	2.00	9.00	-	13,160	92.00	6.00	93.00	1.00	855,755,127	65,027	2,529,221	1,996,188	Spokane
City of Ferndale	6.00	0.75	5.25	Finance Director and Deputy City Clerk split the clerk duties.	16,330	79.00	3.00	80.00	1.00	2,324,817,102	142,365	1,932,235	4,085,174	Whatcom
City of Lynden	8.00	1.00	7.00	-	16,520	91.00	3.00	97.00	6.00	2,563,276,903	155,162	3,637,386	3,729,689	Whatcom
City of Anacortes	9.75	1.00	8.75	Finance Director performs a portion of clerk duties along with Assistant to the Clerk and Audio/Visual position.	18,020	211.00	16.00	221.00	10.00	4,758,505,751	264,068	5,523,241	6,033,290	Skagit
Average (excluding Sedro-Woolley)	7.48	0.97	6.51											
Average (adjusting for Airway Hght with contracted payroll, and Liberty Lake no utility billing)	7.61	0.97	6.64											



City Council Agenda Item

Agenda Item No.: m.1.

Date: May 8, 2024

From: Charlie Bush, City Administrator

Subject: Professional Services Agreement - Volunteers of America Regarding House Bill 1590 Housing Funds

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute a professional services contract with Volunteers of America (VOA) regarding house bill 1590 housing funds for \$500,000.

ISSUE:

Should the City Council authorize the expenditure of \$500,000 of house bill 1590 affordable housing funding, through a professional services contract, for a project in Burlington sponsored by Volunteers of America (VOA)?

BACKGROUND/SUMMARY INFORMATION:

Volunteers of America (VOA) approached the City several times in the past year to share information and updates about a 42-unit affordable housing development for veterans (12 units set aside) planned in Burlington. Fifty percent of the units will serve households below 30% AMI (area median income) and 50% of the units will serve households below 50% of AMI. Area agencies, including the City of Burlington (\$1.1M) and Skagit County (\$2M) are partners in the project. The project's planned completion date is July 2026.

More details about the project are included in the attached scope of work. This regional project would serve low-income veterans from around the region, including Sedro-Woolley. VOA representatives will also be at this City Council meeting to present more information.

More information about House Bill 1590 is also included in the attachments.

FISCAL IMPACT, IF APPROPRIATE:

\$500,000 of house bill 1590 affordable housing funds. Funding would come from the portion of the City's 1590 funding that must be spent on capital (bricks and mortar) projects. Sufficient funding exists to support this project. This allocation would reduce the City's fund balance close to zero in the fund dedicated to 1590. However, it is a one-time expense and the fund will replenish itself in time. If funds (up to 40% of the ongoing revenues, approximately \$108,000 per year) are not allocated to the County's human services efforts, then an additional \$108,000 will remain in the fund at the end of the year. If provided, Sedro-Woolley's contribution would represent 2.4% of the total VOA project cost of \$20.45

million.

ATTACHMENTS:

1. VOA PSA 2024
2. House Bill 1590 Funding Options
3. 1590.PL



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and Volunteers of America Western Washington, whose address is 117 N. 1st Street, Mount Vernon, WA 98273 hereinafter referred to as the "Consultant".

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof

for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** . The term of this Agreement shall be from date at which both parties have completed execution and shall terminate at midnight December 31, 2025. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

III.6 **INDEMNITY.**

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

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

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

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

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

III.7 **INSURANCE.**

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

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

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

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

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

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

written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

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

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

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

e. Municipal Research Service Center (MRSC) Roster Registration.

The Consultant shall register or maintain registration on the MRSC Consultant Roster.

f. Debarment.

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A**. In no event shall the compensation paid to Consultant under this Agreement exceed **five-hundred thousand dollars and zero cents** (\$500,0000) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. **Public Records**

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

ARTICLE V. GENERAL

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

325 Metcalf Street
Sedro-Woolley, WA 98284

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

XXXXXXX

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

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

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

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

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

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2024.

CITY OF SEDRO-WOOLLEY

VOLUNTEERS OF AMERICA WESTERN WASHINGTON

By _____
Julia Johnson, Mayor

By _____
XXXX

Approved as to form:

Nikki Thompson, City Attorney

DRAFT

Exhibit A/B Scope of Services

Volunteers of America Western Washington

VOA North - 1724 E Rio Vista Ave, Burlington, WA

VOA North is a project of Volunteers of America Western Washington (VOAWW) located in Burlington, Skagit County. The new construction project will include 42 units, 28 1 bedroom and 14 2-bedroom units, with a focus on serving veterans, including 12 units set aside for veterans who are homeless. Fifty percent (50%) of the units will serve households at or below 30% of AMI and 50% of the units will serve households at or below 50% of AMI. There will also be one onsite resident manager's unit. Resident services will include onsite case management and supportive services through VOAWW and its community partners. VOA North will provide residents of Skagit County who have limited housing options a supportive and affordable community to call home.

The VOA North project will be located on 1.87 acres in the city of Burlington. The project is designed as a cluster of five three-story buildings and a community building with 6 additional units. Surrounding each building will be green space and a play area will be located at one of the green spaces. Resident and visitor parking will be provided via surface spaces off the drive aisles adjacent to the residential buildings. The community building will provide a commons room and offices for resident services and property management. There are two warehouse structures and an old garage currently on site that will be demolished as part of the project. Construction is anticipated to start in June 2025 with completion in July 2026.

The Sedro Woolley 1590 funds will be used to fund a portion of the architectural and permitting costs of the project.

Project Sources and Uses

Permanent Uses	
Acquisition Costs	807,000
Construction	14,799,762
Soft Costs	1,261,283
Predevelopment Fees	75,000
Construction Financing	275,083
Permanent Financing	50,000
Other Development Costs	3,177,061
TOTAL	20,445,190
Permanent Sources	
State HOME	2,000,000
State HTF	12,858,202
City of Burlington 1590	1,150,000
Skagit County HOME	2,000,000
Commerce CHIP	1,396,231
Sedro Woolley	500,000
Perm Loan	-
Deferred Developer Fee	540,757
TOTAL	20,445,190

House Bill 1590 Funding Options

Minimum of 60% of Funds Collected	Remainder of funds collected (up to 40%) – these are the funds requested for the North Star Project
Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services. Persons for which housing is constructed must be at or below 60% of the median income of the county. Persons must also be one of the following: • Persons with behavioral health disabilities • Veterans • Senior citizens • Homeless, or at risk of being homeless, families with children • Unaccompanied homeless youth or young adults • Persons with disabilities • Domestic violence survivors	Operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.
Constructing mental and behavioral health-related facilities	
Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers	

CERTIFICATION OF ENROLLMENT

HOUSE BILL 1590

66th Legislature
2020 Regular Session

Passed by the House March 9, 2020
Yeas 52 Nays 44

**Speaker of the House of
Representatives**

Passed by the Senate March 6, 2020
Yeas 27 Nays 21

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1590** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

HOUSE BILL 1590

AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By Representatives Doglio, Dolan, Macri, Cody, Gregerson, Wylie, Appleton, Robinson, Ormsby, Frame, and Davis

Read first time 01/24/19. Referred to Committee on Housing, Community Development & Veterans.

1 AN ACT Relating to allowing the local sales and use tax for
2 affordable housing to be imposed by a councilmanic authority; and
3 amending RCW 82.14.530.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 82.14.530 and 2015 3rd sp.s. c 24 s 701 are each
6 amended to read as follows:

7 (1)(a)(i) A county legislative authority may submit an
8 authorizing proposition to the county voters at a special or general
9 election and, if the proposition is approved by a majority of persons
10 voting, impose a sales and use tax in accordance with the terms of
11 this chapter. The title of each ballot measure must clearly state the
12 purposes for which the proposed sales and use tax will be used. The
13 rate of tax under this section may not exceed one-tenth of one
14 percent of the selling price in the case of a sales tax, or value of
15 the article used, in the case of a use tax.

16 (ii) As an alternative to the authority provided in (a)(i) of
17 this subsection, a county legislative authority may impose, without a
18 proposition approved by a majority of persons voting, a sales and use
19 tax in accordance with the terms of this chapter. The rate of tax
20 under this section may not exceed one-tenth of one percent of the

1 selling price in the case of a sales tax, or value of the article
2 used, in the case of a use tax.

3 (b) (i) ~~If a county ((with a population of one million five~~
4 ~~hundred thousand or less has not imposed))~~ does not impose the full
5 tax rate authorized under (a) of this subsection ~~((within two years~~
6 ~~of October 9, 2015))~~ by September 30, 2020, any city legislative
7 authority located in that county may ~~((submit))~~ :

8 (A) Submit an authorizing proposition to the city voters at a
9 special or general election and, if the proposition is approved by a
10 majority of persons voting, impose the whole or remainder of the
11 sales and use tax rate in accordance with the terms of this chapter.
12 The title of each ballot measure must clearly state the purposes for
13 which the proposed sales and use tax will be used;

14 (B) Impose, without a proposition approved by a majority of
15 persons voting, the whole or remainder of the sales and use tax rate
16 in accordance with the terms of this chapter.

17 (ii) The rate of tax under this section may not exceed one-tenth
18 of one percent of the selling price in the case of a sales tax, or
19 value of the article used, in the case of a use tax.

20 ~~((~~(ii)~~ If a))~~ (iii) A county with a population of greater than
21 one million five hundred thousand ~~((has not imposed the full))~~ may
22 impose the tax authorized under (a) ~~(ii)~~ of this subsection ~~((within~~
23 ~~three years of October 9, 2015, any city legislative authority))~~ only
24 if the county plans to spend at least thirty percent of the moneys
25 collected under this section that are attributable to taxable
26 activities or events within any city with a population greater than
27 sixty thousand located in that county ~~((may submit an authorizing~~
28 ~~proposition to the city voters at a special or general election and,~~
29 ~~if the proposition is approved by a majority of persons voting,~~
30 ~~impose the whole or remainder of the sales and use tax rate in~~
31 ~~accordance with the terms of this chapter. The title of each ballot~~
32 ~~measure must clearly state the purposes for which the proposed sales~~
33 ~~and use tax will be used. The rate of tax under this section may not~~
34 ~~exceed one-tenth of one percent of the selling price in the case of a~~
35 ~~sales tax, or value of the article used, in the case of a use tax))~~
36 within that city's boundaries.

37 (c) If a county imposes a tax authorized under (a) of this
38 subsection after a city located in that county has imposed the tax
39 authorized under (b) of this subsection, the county must provide a
40 credit against its tax for the full amount of tax imposed by a city.

(d) The taxes authorized in this subsection are in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county for a county's tax and within a city for a city's tax.

(2)(a) Notwithstanding subsection (4) of this section, a minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

(i) Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services; or

(ii) Constructing mental and behavioral health-related facilities; or

(iii) Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

(b) The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

(i) Persons with (~~mental illness~~) behavioral health disabilities;

(ii) Veterans;

(iii) Senior citizens;

(iv) Homeless, or at-risk of being homeless, families with children;

(v) Unaccompanied homeless youth or young adults;

(vi) Persons with disabilities; or

(vii) Domestic violence survivors.

(c) The remainder of the moneys collected under this section must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

(3) A county that imposes the tax under this section must consult with a city before the county may construct any of the facilities authorized under subsection (2)(a) of this section within the city limits.

(4) A county that has not imposed the tax authorized under RCW 82.14.460 prior to October 9, 2015, but imposes the tax authorized

1 under this section after a city in that county has imposed the tax
2 authorized under RCW 82.14.460 prior to October 9, 2015, must enter
3 into an interlocal agreement with that city to determine how the
4 services and provisions described in subsection (2) of this section
5 will be allocated and funded in the city.

6 (5) To carry out the purposes of subsection (2)(a) and (b) of
7 this section, the legislative authority of the county or city
8 imposing the tax has the authority to issue general obligation or
9 revenue bonds within the limitations now or hereafter prescribed by
10 the laws of this state, and may use, and is authorized to pledge, up
11 to fifty percent of the moneys collected under this section for
12 repayment of such bonds, in order to finance the provision or
13 construction of affordable housing, facilities where housing-related
14 programs are provided, or evaluation and treatment centers described
15 in subsection (2)(a)(iii) of this section.

16 (6)(a) Moneys collected under this section may be used to offset
17 reductions in state or federal funds for the purposes described in
18 subsection (2) of this section.

19 (b) No more than ten percent of the moneys collected under this
20 section may be used to supplant existing local funds.

--- END ---