

Next Ord: 2077-24
Next Res: 1150-24

CITY COUNCIL AGENDA

June 26, 2024

6:00 PM

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

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

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

- 1. Minutes - City Council Study Session - June 5, 2024
- 2. Minutes - Regular City Council Meeting - June 12, 2024
- 3. Check Register - Regular
- 4. Purchase Order - Rotor Parts from Applied Industrial Technologies
- 5. IT Equipment Surplus - Resolution 1149-24
- 6. Settlement Agreement - Kroger Co. - National Opioid Settlement
- 7. Amend SWMC Section 8.05.070 Compost Procurement Reporting - Ordinance 2075-24 - 2nd Read

- f. Introduction of Special Guests and Presentation**

- g. City Administrator Report**

- 1. Revisions to Council Calendar

- h. Councilmember and Mayor's Report**

- i. Proclamation(s)**

- j. Public Comments**

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

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

- k. Public Hearing(s)**

l. Unfinished Business

1. Amendments to Title 17 SWMC to Address Work/Live Units - Ordinance 2046-23 - 2nd Read, Action Requested
2. 2025-2030 Six-Year Transportation Improvement Program - 2nd Read and Possible Action

m. New Business

1. Professional Services Agreement - Stormwater Management Plan Update— Gray & Osborne
2. Site Host Agreement - EVCS - Electric Vehicle Chargers
3. Change Order No. 1 – 2024 Pavement & Pedestrian Improvements Project
4. Update Master Fee Schedule - Resolution 1147-24 - 1st Read
5. Purchase - 2025 ERR Police Vehicles
6. Draft 2025-2026 City Council Goals and Work Plan

n. Information Only Items

o. Executive Session

p. Adjournment

Next Meeting(s) City Council - July 10, 2024

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

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

Join Zoom Meeting:

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

or dial by location at:

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

Meeting ID: 917 8685 0179

Passcode: 091845



City Council Agenda Item

Agenda Item No.: e.1.

Date: June 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - City Council Study Session - June 5, 2024

RECOMMENDED ACTION:

Motion to approve City Council Study Session Meeting minutes, held on June 5, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

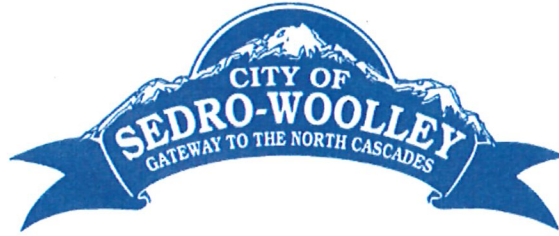
Minutes recorded for the City Council Study Session, held on June 5, 2024.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. June 5, 2024 City Council Study Session minutes



City Council Study Session of the City Council
June 5, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Introduction of Special Guests and Presentation

1. Consistent Care Housing Case Manager Emilee Mason - Homelessness

Consistent Care Housing Case Manager Emilee Mason shared a PowerPoint on homeless situations, she shared lots of information and stories related to homelessness.

No action was taken.

e. Unfinished Business

f. New Business

g. Public Comments

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

A public comment period was held.

h. Adjournment

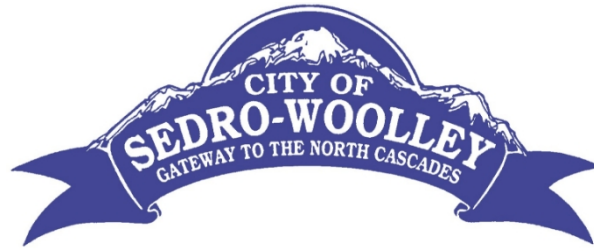
The meeting adjourned at 7:19 P.M.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: June 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - June 12, 2024

RECOMMENDED ACTION:

Motion to approve the Regular City Council Meeting minutes, held on June 12, 2024.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

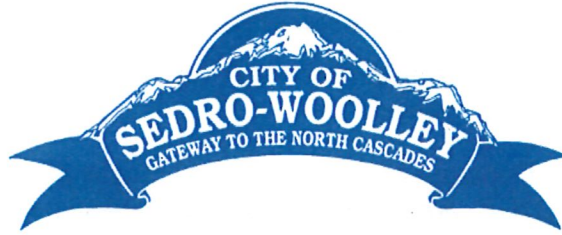
Minutes recorded for the Regular City Council Meeting, held on June 12, 2024

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

1. 6-12- 2024 Regular City Council Meeting minutes



Regular Meeting of the City Council
June 12, 2024 - 6:00 PM Hybrid Meeting

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Approval of Agenda

Approval of the Agenda with the addition of an executive session and proclamation, recognizing June 17th, 2024, as Soroptimist Day.

Motion made by Councilmember Kesti and seconded by Councilmember Burns to approve the agenda with the addition of an executive session and proclamation recognizing June 17, 2024, as Soroptimist Day. Motion carried (5-0).

e. Consent Agenda

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

Motion made by Councilmember Lavacca and seconded by Councilmember Henderson to approve the consent agenda. Motion carried (5-0).

1. Minutes - Regular Meeting - April 24, 2024
2. Minutes - City Council Study Session - May 1, 2024
3. Minutes - Regular Meeting - May 8, 2024
4. Minutes - Regular Meeting - May 22, 2024
5. Check Register - Regular
6. Check Register - Off-Cycle
7. Community Development Grant - Revised Budget for Cascade Fabrics

f. Introduction of Special Guests and Presentation

1. Skagit County Interlocal Drug Enforcement Unit (SCIDUE) - Skagit County Sheriff's Department Chief Tobin Meyer

Skagit County Sheriff's Department's Tobin Meyer with the Skagit County Interlocal Drug Enforcement Unit (SCIDUE) presented a PowerPoint and shared information about the Skagit County Interlocal Drug Enforcement Unit (SCIDUE).

g. City Administrator Report

City Administrator Charlie Bush had nothing to report.

h. Councilmember and Mayor's Report

Councilmember Loy spoke about his excitement regarding the skate board competition in August, and shared that he attended the North Star meeting previous evening.

Councilmember Kesti shared her thoughts about the workshop regarding homelessness.

Councilmember Henderson shared concerns about speeding on Township St, Ferry St and other speedways in town. He attended the Blast from the Past town events this weekend and said they were incredible. He also shared that there would be another car show event that was coming up at the end of the month for Loggerodeo.

Councilmember Burns shared that he attended the North Star event and spoke about his appreciation of everyone involved with the Blast from the Past this past weekend. Councilmember Burns requested a building permit list from Community Development Director, Tom Glover. Councilmember Burns has been asked questions by residents and wants to provide information about the building permits being approved.

Councilmember Lavacca shared that he attended the Blast from the Past event last weekend and suggested more advertising next year, maybe a banner across town. He spoke about the Community Development Grant Program about forward-facing businesses being a success. He shared his excitement about the parks and trails and shared his experiences of people really enjoying them.

Councilmember Diamond and Councilmember Cocke were absent; no reports.

Mayor Julia Johnson gave an update on the North Star combined dinner meeting she attended. She attended a meeting with Family Promise about the community block grant for the block house. She also mentioned the Soroptimist Diamond Celebration which has been serving Sedro-Woolley for 75 years, and they will be having a celebration on June 15th, 2024, from 1pm to 3pm at Hammer Heritage Square. Mayor Julia Johnson also wanted to thank the Chamber of Commerce for their involvement in the Blast from the Past for making it a tremendous success.

i. Proclamation(s)

1. Soroptimist Day - June 17, 2024

Mayor Julia Johnson shared a proclamation recognizing June 17th, 2024 as Soroptimist Day.

j. Public Comments

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

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

A public comment period was held.

k. Public Hearing(s)

1. 2025-2030 Six-Year Transportation Improvement Program - 1st Read

Public Works Director Mark Freiburger shared a PowerPoint regarding the 2025-2030 six-year transportation improvement program and spoke about the primary focus for the next six years and the completion of critical transportation projects related to anticipated traffic growth over the next 20 years.

No action was taken.

l. Unfinished Business

1. 2024 Budget Amendment No. 2 - Ordinance 2076-24 - 2nd Read

Finance Director Kelly Kohnken presented the 2024 budget amendment No. 2, Ordinance 2076-24, regarding budgeted revenues, budgeted expenditures, and projected excess deficit, including actual cash and investments, and gave a detailed report of the 2024 proposed budget changes.

Motion to approve the 2024 Budget Amendment No.2, Ordinance 2076-24 made by Councilmember Lavacca and seconded by Councilmember Burns. Motion carried (5-0).

m. New Business

1. Amend SWMC Section 8.05.070 Compost Procurement Reporting - Ordinance 2075-24 - 1st Read

City Attorney Nikki Thompson shared information regarding Ordinance 2075-24, to amend SWMC section 8.05.070 compost procurement reporting.

No action was taken.

2. Contract - 2021-PS-02 Widener & Associates - Amendment 5 and Task Order 4

Public Works Director Mark Freiburger spoke about Widener & Associates, amendment 5

and task order 4 contract 2021-PS-02.

Motion to approve and authorize Public Works Director, Mark Freiburger to sign a contract, 2021-PS-02 Amendment, with Widener & Associates to increase the total agreement to \$120,000. Motion made by Councilmember Burns and seconded by Councilmember Lavacca. Motion carried (5-0).

Motion to approve and authorize Public Works Director Mark Freiburger to sign contract, 2021-PS-02, task order 4 to prepare the wetland banking plan and purchase bank credits in the amount of \$53,545.00., Motion made by Councilmember Lavacca and seconded by Councilmember Kesti. Motion carried (5-0).

n. Information Only Items

1. Finance and Information Technology Committee Meeting Minutes - May 22, 2024

o. Executive Session

1. Discussion on Property Acquisition (RCW 42.30.110(1)(b)).

A discussion with legal counsel about property acquisition (RCW 42.30.110(1)(b)).

At 7:33pm, Mayor Julia Johnson announced the City Council along with the City Attorney Nikki Thompson, and City Administrator Charlie Bush would be in executive session for 10 minutes, until 7:43.

At 7:43pm, Mayor Julia Johnson concluded the executive session.

Motion made by Councilmember Lavacca and seconded by Councilmember Burns to authorize the Director of Public works to sign the Warranty Deed, Real Estate Excise Tax, Property Voucher Agreement and Right of entry documents for acquisition of the property at 827 John Liner Road. Motion carried (5-0).

Motion made by Councilmember Burns and seconded by Councilmember Henderson moved to authorize the Director of Public Works to sign the Rent Supplement Report for relocation costs related to the acquisition of the property at 827 John Liner Road. Motion carried (5-0).

Motion made by Councilmember Henderson and seconded by Councilmember Kesti to authorize the Director of Public Works to sign the ALTA buyer's Settlement Statement and Escrow documents for the acquisition of the property at 827 John Liner Road in the amount of \$50,000 plus closing costs. Motion carried (5-0).

Motion made by Councilmember Henderson and seconded by Councilmember Lavacca to authorize the Director of Public Works to sign the ALTA buyer's Settlement Statement and Escrow documents for the acquisition of the property at 900 John Liner Road in the amount of \$383,179.99 plus closing costs. Motion carried (5-0).

p. Adjournment

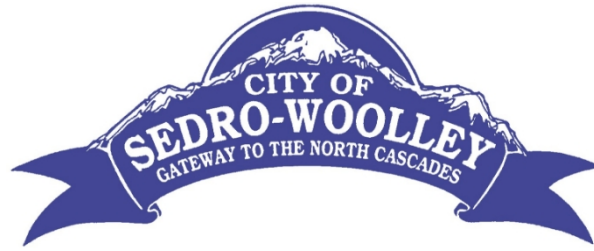
The meeting adjourned at 7:45 P.M.

ATTEST:

Kelly Kohnken, City Clerk

APPROVED:

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.3.

Date: June 26, 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 #202310 through #202407, plus EFTs. Payroll in the amount of \$387,612.126 and benefit checks 61203-61209.

FISCAL IMPACT, IF APPROPRIATE:

Claims Checks and EFTs totalling \$632,689.27

ATTACHMENTS:

1. 2024-06-26 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:32:21 Date: 06/18/2024

06/26/2024 To: 06/26/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6149	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	52.09	
					101 - 576 80 47 052 - Bingham Caretaker	52.09	
6150	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	89.02	
					001 - 522 50 47 000 - Public Utilities	89.02	
6151	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	100.94	
					412 - 537 80 47 000 - Public Utilities	100.94	
6152	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	21.78	
					401 - 535 80 47 000 - Public Utilities	21.78	
6153	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	60.72	
					103 - 542 63 47 000 - Public Utilities	60.72	
6154	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	20.70	
					101 - 576 80 47 050 - Hammer Square	20.70	
6155	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	184.28	
					101 - 576 80 47 020 - Senior Center	184.28	
6156	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	567.04	
					101 - 576 80 47 070 - City Hall	567.04	
6157	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	23.13	
					001 - 521 20 47 000 - Public Utilities	23.13	
6158	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	16.60	
					401 - 535 80 47 000 - Public Utilities	16.60	
6159	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	102.26	
					101 - 576 80 47 010 - Community Center	102.26	
6160	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	129.91	
					101 - 576 80 47 070 - City Hall	129.91	
6161	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	157.65	
					401 - 535 80 47 000 - Public Utilities	157.65	
6162	06/26/2024	Claims	2	EFT	Cascade Natural Gas Corp	21.95	
					101 - 576 80 47 053 - Other Utilities	21.95	
6163	06/26/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					101 - 576 80 47 053 - Other Utilities	14.45	
6164	06/26/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					104 - 595 20 63 082 - RW Trail Road Extension	14.45	
6165	06/26/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					104 - 595 20 63 082 - RW Trail Road Extension	14.45	
6166	06/26/2024	Claims	2	EFT	City of Sedro-Woolley	40.61	
					001 - 558 60 49 041 - Miscellaneous - Planning And	40.61	
6167	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	47.99	
					101 - 576 80 47 000 - Riverfront	47.99	
6168	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	102.12	
					102 - 536 20 47 000 - Public Utilities	102.12	
6169	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
					101 - 576 80 47 000 - Riverfront	41.22	
6170	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	448.68	
					101 - 576 80 47 000 - Riverfront	448.68	
6171	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	102.48	

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:32:21 Date: 06/18/2024

06/26/2024 To: 06/26/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			412 - 537 80 47 000 - Public Utilities			102.48	
6172	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	266.00	
			401 - 535 80 47 000 - Public Utilities			266.00	
6173	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	408.09	
			101 - 576 80 47 070 - City Hall			408.09	
6174	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	197.21	
			101 - 576 80 47 053 - Other Utilities			197.21	
6175	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	170.14	
			101 - 576 80 47 051 - Bingham / Memorial			170.14	
6176	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			101 - 576 80 47 040 - Train			41.22	
6177	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	37.46	
			101 - 576 80 47 070 - City Hall			37.46	
6178	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	203.97	
			101 - 576 80 47 050 - Hammer Square			203.97	
6179	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			401 - 535 80 47 000 - Public Utilities			41.22	
6180	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			001 - 521 20 47 000 - Public Utilities			41.22	
6181	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
6182	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
6183	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	221.34	
			101 - 576 80 47 000 - Riverfront			221.34	
6184	06/26/2024	Claims	2	EFT	Cnty of Skagit Public Utility	504.62	
			401 - 535 80 47 000 - Public Utilities			504.62	
6185	06/26/2024	Claims	2	EFT	Comcast Holdings Corp	71.95	
			101 - 576 80 47 020 - Senior Center			71.95	
6186	06/26/2024	Claims	2	EFT	US Bank -- Purchase Cards	11,708.19	
			631 - 389 90 01 631 - Unapplied Cash - Suspense			-65.40	
			631 - 389 90 01 631 - Unapplied Cash - Suspense			-725.00	
			001 - 514 23 31 000 - Supplies			26.05	
			001 - 514 23 31 000 - Supplies			69.48	
			001 - 514 23 43 000 - Meals/Travel			368.94	
			001 - 521 20 26 000 - Uniforms/Accessories			363.76	
			001 - 521 20 26 000 - Uniforms/Accessories			-195.47	
			001 - 521 20 28 000 - Employee Wellness			308.42	
			001 - 521 20 31 002 - Office/Operating Supplies			91.99	
			001 - 521 20 31 002 - Office/Operating Supplies			115.09	
			001 - 521 20 31 002 - Office/Operating Supplies			115.10	
			001 - 521 20 31 002 - Office/Operating Supplies			100.00	
			001 - 521 20 31 010 - Printing/Publications			25.00	
			001 - 521 20 41 001 - Professional Services			5.84	
			001 - 521 20 48 010 - Repair & Maint - Auto			184.34	
			001 - 521 20 48 010 - Repair & Maint - Auto			-23.89	
			001 - 521 40 43 000 - Travel			166.39	
			001 - 521 40 49 000 - Tuition/Registration			125.00	
			001 - 521 40 49 000 - Tuition/Registration			425.00	
			001 - 521 40 49 000 - Tuition/Registration			-350.00	
			001 - 521 40 49 000 - Tuition/Registration			612.69	
			001 - 521 40 49 000 - Tuition/Registration			129.10	

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:32:21 Date: 06/18/2024

06/26/2024 To: 06/26/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 40 49 000		- Tuition/Registration	400.00	
			001 - 521 40 49 000		- Tuition/Registration	350.00	
			001 - 521 40 49 000		- Tuition/Registration	495.00	
			001 - 521 40 49 000		- Tuition/Registration	612.69	
			001 - 522 20 41 030		- Investigation	11.00	
			001 - 522 20 48 000		- Repairs/Maint-Equip	90.67	
			001 - 522 21 49 020		- Tuition & Registration	100.00	
			001 - 522 45 43 000		- Travel & Meals	627.48	
			001 - 522 45 43 000		- Travel & Meals	477.64	
			401 - 535 50 48 010		- Maintenance Of Lines	-734.24	
			401 - 535 50 48 050		- Maint Of General Equip	126.16	
			412 - 537 50 48 000		- Repairs/maint-equip	22.24	Unit 524
			412 - 537 80 45 000		- Equipment Rental	107.57	
			103 - 542 30 31 000		- Operating Supplies	242.11	
			103 - 542 30 31 000		- Operating Supplies	70.19	
			103 - 542 30 31 000		- Operating Supplies	250.99	
			001 - 591 23 70 001		- Lease + Subscription IT (SBITA)	1,994.68	
			001 - 591 80 70 517		- Leases + Subscription IT (SBITA)	887.59	
			001 - 591 80 70 517		- Leases + Subscription IT (SBITA)	57.34	
			001 - 591 80 70 517		- Leases + Subscription IT (SBITA)	107.52	
			001 - 594 21 64 000		- Machinery & Equipment	47.75	
			401 - 594 35 64 001		- Portable Equipment	713.80	
			401 - 594 35 64 001		- Portable Equipment	119.45	
			101 - 594 76 61 003		- Miscellaneous Park Upgrades	73.97	
			101 - 594 76 61 003		- Miscellaneous Park Upgrades	15.39	
			104 - 595 20 63 082		- RW Trail Road Extension	987.97	
6187	06/26/2024	Claims	2	EFT	WA St Dept of Revenue	24,089.47	
			425 - 531 50 44 000		- Taxes & Assessments	1,412.28	
			401 - 535 80 31 010		- Operating Supplies	7.13	
			401 - 535 80 31 020		- Op Supplies-Chemicals	16.15	
			401 - 535 80 44 010		- Taxes & Assessments	8,404.43	
			102 - 536 20 44 010		- Taxes And Assessments	108.49	
			106 - 536 30 44 010		- Taxes and Assessments	1.75	
			412 - 537 80 44 001		- Taxes & Assessments	13,394.94	
			101 - 576 80 44 010		- Taxes And Assessments	226.14	
			635 - 589 30 01 635		- Sales Tax Remittance	438.60	
			102 - 589 30 11 102		- DO NOT USE - Sales Tax Remitt	79.56	
6188	06/26/2024	Claims	2	EFT	NW Fiber LLC, dba Ziplly Fiber	903.73	
			001 - 512 50 42 020		- Telephone	54.22	
			001 - 513 10 42 020		- Telephone	81.34	
			001 - 514 23 42 020		- Telephone	81.34	
			001 - 515 31 42 001		- Telephone	36.15	
			001 - 518 80 42 020		- Telephone	27.11	
			001 - 521 20 42 020		- Telephone	271.12	
			001 - 522 20 42 020		- Telephone	99.41	
			001 - 524 20 42 020		- Telephone	27.11	
			401 - 535 80 42 020		- Telephone	72.30	
			412 - 537 80 42 020		- Telephone	36.15	
			103 - 542 30 42 020		- Telephone	9.04	
			001 - 558 60 42 020		- Telephone	27.11	
			101 - 576 80 42 020		- Telephone	18.07	
			001 - 595 10 42 020		- Telephone	63.26	
6189	06/26/2024	Claims	2	202310	A-1 Shredding	219.00	
			001 - 514 23 41 011		- Professional Services	60.00	
			001 - 521 20 41 001		- Professional Services	114.00	
			001 - 524 20 41 000		- Professional Services	15.00	
			001 - 558 60 41 000		- Professional Services	15.00	
			001 - 595 10 41 000		- Professional Services	15.00	
6190	06/26/2024	Claims	2	202311	AWC - Employee Benefit Trust	3,100.56	
			001 - 521 20 27 000		- Retired Medical	3,100.56	

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6191	06/26/2024	Claims	2	202312	Aaron Edward Logue	90.00	
		103 - 542 30 31 000 - Operating Supplies				90.00	
6192	06/26/2024	Claims	2	202313	Ackermann Electric Co.	1,468.84	
		401 - 535 50 48 000 - Maintenance Contracts				1,327.66	
		401 - 535 50 48 000 - Maintenance Contracts				141.18	
6193	06/26/2024	Claims	2	202314	Amazon Capital Svcs, Inc	1,360.22	
		001 - 512 50 31 000 - Supplies				25.42	
		001 - 512 50 31 000 - Supplies				266.92	
		001 - 514 23 31 000 - Supplies				31.32	
		001 - 517 90 43 001 - Employee Recognition				17.53	
		001 - 517 90 43 001 - Employee Recognition				120.01	
		001 - 517 90 43 001 - Employee Recognition				10.85	
		001 - 521 20 26 000 - Uniforms/Accessories				19.27	
		001 - 521 20 26 000 - Uniforms/Accessories				38.54	
		001 - 521 20 31 002 - Office/Operating Supplies				28.34	
		001 - 521 20 31 002 - Office/Operating Supplies				26.23	
		001 - 521 20 31 002 - Office/Operating Supplies				22.82	
		001 - 522 20 48 000 - Repairs/Maint-Equip				38.00	
		001 - 522 20 48 000 - Repairs/Maint-Equip				340.20	
		001 - 558 60 31 000 - Supplies/Books				9.76	
		001 - 558 60 31 000 - Supplies/Books				184.61	
		101 - 594 76 61 001 - Bingham Park				180.40	Memorial Park Shelters
6194	06/26/2024	Claims	2	202315	Avantor Funding, Inc	115.77	
		401 - 535 80 31 010 - Operating Supplies				115.77	
6195	06/26/2024	Claims	2	202316	Beaver Lake Quarry	5,668.96	
		103 - 542 30 48 002 - Crushed Aggregate				5,668.96	
6196	06/26/2024	Claims	2	202317	Bio Bug Northwest, Inc	70.59	
		101 - 576 80 48 001 - Riverfront				70.59	
6197	06/26/2024	Claims	2	202318	Business Process Autom. Co.	1,855.80	
		001 - 521 20 41 001 - Professional Services				1,855.80	
6198	06/26/2024	Claims	2	202319	C.Hlth130, dba Cardinal Health 112 LLC	198.48	
		001 - 522 21 31 000 - Operating Supplies - Medical				198.48	
6199	06/26/2024	Claims	2	202320	Carl's Towing	827.52	
		001 - 521 20 41 001 - Professional Services				275.84	
		001 - 521 20 41 001 - Professional Services				275.84	
		001 - 521 20 41 001 - Professional Services				275.84	
6200	06/26/2024	Claims	2	202321	Central Welding Supply	185.52	
		001 - 522 21 31 000 - Operating Supplies - Medical				185.52	
6201	06/26/2024	Claims	2	202322	Mark Christ	3,000.00	
		101 - 594 76 63 025 - Olmsted Park				3,000.00	
6202	06/26/2024	Claims	2	202323	Cities Insurance Assoc	2,570.71	
		001 - 514 23 46 000 - Insurance & Bonds				1,000.00	
		412 - 537 80 46 000 - Insurance				1,570.71	
6203	06/26/2024	Claims	2	202324	Charlene Cobb	49.31	
		001 - 342 60 00 000 - Fire Transport Fees				-49.31	
6204	06/26/2024	Claims	2	202325	Consumer Rental, LLC	317.26	
		001 - 558 60 49 001 - Miscellaneous				317.26	Skagit Motel Abatement
6205	06/26/2024	Claims	2	202326	Costco Membership	120.00	
		001 - 514 23 49 010 - Misc-Dues/Subscriptions				40.00	
		001 - 521 20 49 010 - Dues/Subscriptions				40.00	
		001 - 522 20 49 010 - Misc-Dues				40.00	

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6206	06/26/2024	Claims	2	202327	DS Services of America, Inc.	14.68	
					425 - 531 50 31 000 - Operating Supplies	14.68	
6207	06/26/2024	Claims	2	202328	Daily Journal Of Commerce	234.60	
					104 - 595 10 63 089 - Eng - John Liner Rd Arterial	234.60	
6208	06/26/2024	Claims	2	202329	Databar, Inc	2,849.95	
					425 - 531 50 42 010 - Postage	113.99	
					401 - 535 80 42 015 - Postage	1,852.47	
					412 - 537 80 42 010 - Postage	883.49	
6209	06/26/2024	Claims	2	202330	Gregory Dixon	527.00	
					001 - 515 93 41 001 - Indigent Defense Conflict Cour	527.00	
6210	06/26/2024	Claims	2	202331	Dobbs Heavy Duty Holdings, LLC	229,712.18	
					501 - 594 37 64 501 - Equip & Vehicles - Solid Waste	229,712.18	
6211	06/26/2024	Claims	2	202332	Donald Coggins	141.18	
					103 - 542 30 31 000 - Operating Supplies	141.18	
6212	06/26/2024	Claims	2	202333	E & E Lumber, Inc.	245.79	
					401 - 535 50 48 010 - Maintenance Of Lines	35.40	
					401 - 535 50 48 060 - Maintenance Of Buildings	67.73	
					412 - 537 80 31 000 - Operating Supplies	77.63	
					103 - 542 30 31 000 - Operating Supplies	6.52	
					103 - 542 30 31 000 - Operating Supplies	11.25	
					103 - 542 64 31 004 - Street Sign Materials	28.08	
					101 - 576 80 48 026 - CS Library	19.18	
6213	06/26/2024	Claims	2	202334	ESO Solutions Inc.	10,490.29	
					001 - 522 20 41 000 - Professional Services	3,299.34	
					001 - 522 20 41 000 - Professional Services	7,190.95	
6214	06/26/2024	Claims	2	202335	Edge Analytical Inc	602.00	
					401 - 535 80 41 000 - Professional Services	66.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
					401 - 535 80 41 000 - Professional Services	67.00	
6215	06/26/2024	Claims	2	202336	Family Promise of Skagit Valley	577.51	
					117 - 551 00 00 117 - Affordable Housing	16.88	
					117 - 551 00 00 117 - Affordable Housing	560.63	
6216	06/26/2024	Claims	2	202337	Fastenal Company	740.20	
					412 - 537 80 31 000 - Operating Supplies	61.67	
					412 - 537 80 31 000 - Operating Supplies	363.04	
					412 - 537 80 31 000 - Operating Supplies	103.32	
					103 - 542 30 31 000 - Operating Supplies	212.17	
6217	06/26/2024	Claims	2	202338	Federal Certified Hearing	90.00	
					001 - 558 60 41 000 - Professional Services	45.00	
					001 - 595 10 41 000 - Professional Services	45.00	
6218	06/26/2024	Claims	2	202339	Federal Express Corp	50.59	
					104 - 595 20 63 082 - RW Trail Road Extension	50.59	
6219	06/26/2024	Claims	2	202340	Cleotilde Felix	1,080.91	
					001 - 512 50 41 000 - Professional Services	1,080.91	
6220	06/26/2024	Claims	2	202341	Ferguson US Holdings, Inc	1,321.39	

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			401 - 535 50 48 010 - Maintenance Of Lines			196.82	
			401 - 535 50 48 050 - Maint Of General Equip			1,016.18	
			101 - 594 76 61 003 - Miscellaneous Park Upgrades			108.39	
6221	06/26/2024	Claims	2	202342	Angellyn Fierro	100.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			100.00	
6222	06/26/2024	Claims	2	202343	Ruben Fortuna	197.50	
			001 - 521 40 43 000 - Travel			197.50	
6223	06/26/2024	Claims	2	202344	Keira G. Foster - Lambright	220.25	
			001 - 521 40 43 000 - Travel			220.25	
6224	06/26/2024	Claims	2	202345	Hach Company	267.40	
			401 - 535 80 31 020 - Op Supplies-Chemicals			267.40	
6225	06/26/2024	Claims	2	202346	Heather Hirotaka	10.00	
			001 - 521 20 32 000 - Auto Fuel			10.00	
6226	06/26/2024	Claims	2	202347	Humane Society Of Skagit	162.00	
			001 - 521 20 41 021 - Humane Society			162.00	
6227	06/26/2024	Claims	2	202348	IWorQ Systems Inc.	500.00	
			001 - 524 20 49 010 - Misc-Dues			167.00	
			001 - 558 60 49 010 - Dues/Subscript/Membership			167.00	
			001 - 595 10 49 020 - Software Licenses/Support			166.00	
6228	06/26/2024	Claims	2	202349	Insight Direct USA, Inc.	3,947.23	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			3,947.23	
6229	06/26/2024	Claims	2	202350	Aldinger Co. dba Instrument Tech	260.00	
			001 - 521 20 41 001 - Professional Services			260.00	
6230	06/26/2024	Claims	2	202351	Carole A. Knipper	2,073.51	
			001 - 514 23 41 011 - Professional Services			1,123.71	
			001 - 514 23 41 011 - Professional Services			949.80	
6231	06/26/2024	Claims	2	202352	Knox Associates	12,498.78	
			001 - 594 21 64 000 - Machinery & Equipment			12,498.78	
6232	06/26/2024	Claims	2	202353	L N Curtis & Sons	2,061.55	
			001 - 521 20 26 020 - Ballistic Vests			2,061.55	
6233	06/26/2024	Claims	2	202354	The Language Exchange, Inc	2,213.20	
			001 - 512 50 41 040 - Language Interpreter			1,870.00	
			001 - 521 20 41 001 - Professional Services			211.20	
			001 - 521 20 41 001 - Professional Services			132.00	
6234	06/26/2024	Claims	2	202355	Lauts Inc dba Lautenbach Industries	2,926.25	
			412 - 537 60 47 015 - Construction Demolition Land			1,906.25	
			412 - 537 60 47 015 - Construction Demolition Land			443.75	
			412 - 537 60 47 015 - Construction Demolition Land			576.25	BYK Trail, Faber Trail
6235	06/26/2024	Claims	2	202356	Law Offices of Alex Sidles PLLC	2,800.00	
			001 - 558 60 41 001 - Professional Svcs-Reimb			2,800.00	
6236	06/26/2024	Claims	2	202357	Les Schwab Tire Center	222.60	
			102 - 536 20 48 040 - Repair/Maint-Equip & Bldg			49.93	Unit 337 cemetery
			412 - 537 50 48 000 - Repairs/maint-equip			42.35	Unit 520
			412 - 537 60 47 011 - Site Recycling Disposal			130.32	Site recycle tires
6237	06/26/2024	Claims	2	202358	Life Assist Inc.	498.23	
			001 - 522 21 31 000 - Operating Supplies - Medical			498.23	

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6238	06/26/2024	Claims	2	202359	NW Center Svcs, Inc dba Lithtex NW	149.64	
					103 - 542 30 31 000 - Operating Supplies	149.64	
6239	06/26/2024	Claims	2	202360	Dennis McCarter	122.29	
					001 - 342 60 00 000 - Fire Transport Fees	-122.29	
6240	06/26/2024	Claims	2	202361	Mountain Law, PLLC	7,916.00	
					001 - 515 93 41 000 - Indigent Defender	7,916.00	
6241	06/26/2024	Claims	2	202362	Municipal Emergency Services Inc	199.04	
					001 - 522 20 48 000 - Repairs/Maint-Equip	199.04	
6242	06/26/2024	Claims	2	202363	Serena Mynatt	284.72	
					001 - 514 23 43 000 - Meals/Travel	284.72	
6243	06/26/2024	Claims	2	202364	Walter E Nelson Co. of N. WA	344.50	
					101 - 576 80 31 006 - Operating Sup - City Hall	344.50	
6244	06/26/2024	Claims	2	202365	Northwest Propane LLC	58.89	
					412 - 537 60 47 011 - Site Recycling Disposal	16.56	Site recycle propane tanks
					501 - 548 30 31 000 - Operating Supplies	42.33	Forklift propane
6245	06/26/2024	Claims	2	202366	PROCUM LLC	858.00	
					001 - 514 23 49 000 - Miscellaneous	858.00	
6246	06/26/2024	Claims	2	202367	Pacific Landscape Architecture LLC	3,298.00	
					101 - 594 76 63 025 - Olmsted Park	3,298.00	
6247	06/26/2024	Claims	2	202368	Pape' Group, dba Pape' Machinery Inc.	64.32	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	64.32	Unit 336
6248	06/26/2024	Claims	2	202369	Parker Corporate Svcs, Inc.	125.00	
					425 - 531 50 41 002 - Contracted Services	125.00	
6249	06/26/2024	Claims	2	202370	Taylor Perkins	100.00	
					101 - 582 10 01 101 - Community Center Deposit Ref	100.00	
6250	06/26/2024	Claims	2	202371	Peters Towing LLC	162.90	
					001 - 521 20 41 001 - Professional Services	162.90	
6251	06/26/2024	Claims	2	202372	Primal Tree Service LLC	5,973.00	
					101 - 576 80 48 003 - Bingham Caretaker	973.00	
					104 - 595 30 48 001 - Arterial Maintenance	5,000.00	
6252	06/26/2024	Claims	2	202373	LEPS-PSS PLLC dba Public Safety Psych	1,380.00	
					001 - 521 20 41 001 - Professional Services	480.00	
					001 - 522 20 41 030 - Investigation	900.00	
6253	06/26/2024	Claims	2	202374	QCC Quality Controls Corp.	3,258.00	
					401 - 535 80 41 000 - Professional Services	3,258.00	
6254	06/26/2024	Claims	2	202375	Red's Mobile 24-Hour Truck & Equip Repai	1,277.14	
					412 - 537 50 48 000 - Repairs/maint-equip	1,277.14	Unit 522
6255	06/26/2024	Claims	2	202376	Reichhardt & Ebe	20,303.83	
					104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped	11,663.42	
					104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle	8,640.41	
6256	06/26/2024	Claims	2	202377	Rick's Refrigeration Inc	630.00	
					412 - 537 60 47 011 - Site Recycling Disposal	630.00	

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6257	06/26/2024	Claims	2	202378	Ricoh USA, Inc	388.70	
		001 - 514 23 45 000 - Operating Rentals/Leases				75.98	
		401 - 535 80 31 000 - Office Supplies				184.83	
		001 - 594 24 64 000 - Office Equipment				42.63	
		001 - 594 32 64 000 - Office Equipment				42.63	
		001 - 594 58 64 000 - Office Equipment				42.63	
6258	06/26/2024	Claims	2	202379	Ricoh USA, Inc	462.16	
		001 - 514 23 43 000 - Meals/Travel				231.08	
		001 - 524 20 49 010 - Misc-Dues				77.03	
		001 - 558 60 49 010 - Dues/Subscript/Membership				77.02	
		001 - 595 10 49 000 - Dues/Memberships				77.03	
6259	06/26/2024	Claims	2	202380	Solid Waste Syst Inc dba SWS Equipment	1,063.79	
		412 - 537 50 48 000 - Repairs/maint-equip				1,063.79	Unit 522
6260	06/26/2024	Claims	2	202381	Nathan Salseina	136.00	
		103 - 542 30 49 040 - CDL Endorcement Fees				136.00	
6261	06/26/2024	Claims	2	202382	Sedro-Woolley Auto Parts Inc	680.32	
		401 - 535 50 48 040 - Maintenance Of Vehicles				102.66	Unit 414
		401 - 535 50 48 040 - Maintenance Of Vehicles				77.68	Unit402
		401 - 535 80 35 000 - Small Tools & Minor Equip				5.93	
		412 - 537 80 31 000 - Operating Supplies				91.86	
		103 - 542 30 31 000 - Operating Supplies				82.53	
		103 - 542 30 35 000 - Small Tools/Minor Equip				184.61	
		501 - 548 30 31 000 - Operating Supplies				135.05	
6262	06/26/2024	Claims	2	202383	Skagit Cnty District Court	8,050.00	
		001 - 512 50 41 020 - Municipal Court Prob.				6,100.00	
		001 - 512 50 41 030 - Community Court Agreement				1,950.00	
6263	06/26/2024	Claims	2	202384	Skagit Cnty Public Works	73,601.84	
		412 - 537 60 47 000 - Solid Waste Disposal				73,601.84	
6264	06/26/2024	Claims	2	202385	Skagit Cnty Treasurer	24.03	
		635 - 589 30 05 635 - County Crime Victim Witness P				24.03	
6265	06/26/2024	Claims	2	202386	PNG Media LLC, dba Skagit Publishing	982.94	
		001 - 511 60 31 001 - Legal Publications				161.40	
		001 - 511 60 31 001 - Legal Publications				375.00	
		001 - 511 60 31 001 - Legal Publications				129.12	
		001 - 558 60 41 011 - Advertising Reimbuseable				317.42	
6266	06/26/2024	Claims	2	202387	Smarsh Inc.	80.85	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				80.85	
6267	06/26/2024	Claims	2	202388	Staples, Inc.	50.16	
		401 - 535 80 31 000 - Office Supplies				50.16	
6268	06/26/2024	Claims	2	202389	State Auditor's Office	10,502.05	
		001 - 514 23 41 000 - State Auditing				10,502.05	
6269	06/26/2024	Claims	2	202390	Stiles & Lehr Law Inc., PS	4,312.25	
		001 - 512 50 41 010 - Municipal Court Judge				4,312.25	
6270	06/26/2024	Claims	2	202391	Suburban Propane, LP	974.20	
		102 - 536 20 32 001 - Propane				974.20	
6271	06/26/2024	Claims	2	202392	Systems Design West, LLC	3,741.31	
		001 - 522 21 41 000 - EMS Professional Services-Sys I				3,741.31	
6272	06/26/2024	Claims	2	202393	TK Elevator Corporation	1,200.32	

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			101 - 576 80 48 016 - City Hall			1,200.32	
6273	06/26/2024	Claims	2	202394	Thompson, Guildner & Assoc, Inc P.S.	13,425.02	
			001 - 515 41 41 000 - Ext Legal-City Attorney			9,577.10	
			001 - 515 45 41 000 - Legal - Litigation			3,847.92	
6274	06/26/2024	Claims	2	202395	Traffic Safety Supply Co, Inc	2,145.36	
			103 - 542 64 31 002 - Traffic Control Devices			2,145.36	
6275	06/26/2024	Claims	2	202396	Trico Companies LLC	87,623.85	
			401 - 594 35 64 401 - Machinery & Equip			87,623.85	
6276	06/26/2024	Claims	2	202397	UniFirst Corp.	321.47	
			001 - 522 20 26 000 - Uniforms			321.47	
6277	06/26/2024	Claims	2	202398	Util Underground Loc Ctr	87.92	
			401 - 535 80 31 010 - Operating Supplies			87.92	
6278	06/26/2024	Claims	2	202399	Valvoline Instnt Oil Chg	271.65	
			001 - 521 20 48 010 - Repair & Maint - Auto			108.47	
			001 - 521 20 48 010 - Repair & Maint - Auto			54.71	
			001 - 521 20 48 010 - Repair & Maint - Auto			108.47	
6279	06/26/2024	Claims	2	202400	Vestis Group, Inc	76.98	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.63	
			401 - 535 80 49 000 - Laundry			6.63	
			102 - 536 20 49 030 - Misc-laundry			0.59	
			102 - 536 20 49 030 - Misc-laundry			0.59	
			412 - 537 80 49 000 - Misc-Laundry			7.74	
			412 - 537 80 49 000 - Misc-Laundry			7.18	
			412 - 537 80 49 000 - Misc-Laundry			7.75	
			412 - 537 80 49 000 - Misc-Laundry			7.19	
			103 - 542 30 49 000 - Misc-Laundry			4.85	
			103 - 542 30 49 000 - Misc-Laundry			4.85	
			103 - 542 30 49 000 - Misc-Laundry			4.85	
			103 - 542 30 49 000 - Misc-Laundry			4.85	
6280	06/26/2024	Claims	2	202401	WA St Criminal Justice	600.00	
			001 - 521 40 49 000 - Tuition/Registration			600.00	
6281	06/26/2024	Claims	2	202402	WA St Off of Treasurer	2,283.73	
			635 - 586 30 00 635 - State Court Fees Remittance			2,283.73	
6282	06/26/2024	Claims	2	202403	Waste Management of WA Inc.	11,045.91	
			412 - 537 60 47 010 - Curbside Recycling Disposal			11,045.91	
6283	06/26/2024	Claims	2	202404	West Coast Code Consultants	1,260.00	
			001 - 558 60 41 001 - Professional Svcs-Reimb			180.00	
			001 - 558 60 41 001 - Professional Svcs-Reimb			240.00	
			001 - 558 60 41 001 - Professional Svcs-Reimb			840.00	
6284	06/26/2024	Claims	2	202405	Rebecca Winship	92.30	
			001 - 521 40 43 000 - Travel			92.30	
6285	06/26/2024	Claims	2	202406	Woods Acquisition Corp	437.19	
			401 - 535 50 48 010 - Maintenance Of Lines			361.21	
			103 - 542 30 31 000 - Operating Supplies			16.27	
			001 - 558 60 31 000 - Supplies/Books			59.71	
6286	06/26/2024	Claims	2	202407	World Kinect Energy Services, dba	17,988.76	
			001 - 514 23 43 000 - Meals/Travel			102.84	
			001 - 518 20 32 000 - Auto Fuel			72.60	

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		001 - 521 20 32 000 - Auto Fuel				3,501.62	
		001 - 522 20 32 000 - Auto Fuel/Diesel				2,007.03	
		425 - 531 50 32 000 - Vehicle Fuel				114.52	
		425 - 531 50 32 000 - Vehicle Fuel				77.07	
		425 - 531 50 32 000 - Vehicle Fuel				81.10	
		425 - 531 50 32 000 - Vehicle Fuel				152.07	
		425 - 531 50 32 000 - Vehicle Fuel				136.15	
		425 - 531 50 32 000 - Vehicle Fuel				150.45	
		401 - 535 80 32 000 - Auto Fuel/Diesel				99.78	
		401 - 535 80 32 000 - Auto Fuel/Diesel				128.03	
		102 - 536 20 32 000 - Auto Fuel/Diesel				222.96	
		102 - 536 20 32 000 - Auto Fuel/Diesel				75.79	
		102 - 536 20 32 000 - Auto Fuel/Diesel				107.33	
		412 - 537 80 32 000 - Auto Fuel/Diesel				1,540.31	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,170.77	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,789.46	
		412 - 537 80 32 000 - Auto Fuel/Diesel				43.21	
		412 - 537 80 32 000 - Auto Fuel/Diesel				2,051.86	
		412 - 537 80 32 000 - Auto Fuel/Diesel				332.45	Fuel, 9,514,525
		103 - 542 30 32 000 - Auto Fuel/Diesel				193.20	
		103 - 542 30 32 000 - Auto Fuel/Diesel				314.96	
		103 - 542 30 32 000 - Auto Fuel/Diesel				235.43	
		103 - 542 30 32 000 - Auto Fuel/Diesel				85.95	
		103 - 542 30 32 000 - Auto Fuel/Diesel				177.95	
		103 - 542 30 32 000 - Auto Fuel/Diesel				92.37	
		101 - 576 80 32 000 - Auto Fuel/Diesel				664.67	
		101 - 576 80 32 000 - Auto Fuel/Diesel				59.89	
		101 - 576 80 32 000 - Auto Fuel/Diesel				127.24	
		101 - 576 80 32 000 - Auto Fuel/Diesel				79.70	
		001 Current Expense Fund				119,540.68	
		101 Parks & Facilities Fund				13,641.40	
		102 Cemetery Fund				1,721.56	
		103 Street Fund				10,689.20	
		104 Arterial Street Fund				26,605.89	
		106 Cemetery Endowment Fund				1.75	
		117 Housing and Related Services				577.51	
		401 Sewer Operations Fund				107,499.53	
		412 Solid Waste Operations Fund				116,608.12	
		425 Stormwater Operations				2,377.31	
		501 Equipment Replacement Fund				229,889.56	
		631 Suspense Fund				790.40	
		635 Custodial Fund				2,746.36	
							Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				632,689.27	632,689.27

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:32:21 Date: 06/18/2024

06/26/2024 To: 06/26/2024

Page: 11

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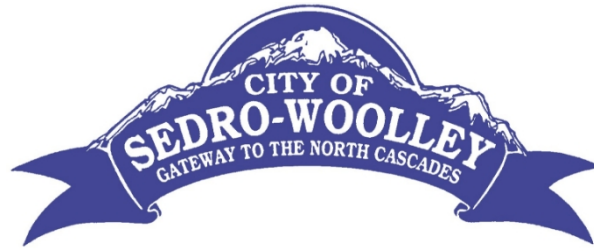
CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment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

_____ Finance Director	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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_____ Finance Committee Member	_____ Date
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City Council Agenda Item

Agenda Item No.: e.4.

Date: June 26, 2024

From: Mark Freiburger, Director of Public Works, Bill Bullock, Public Works Director, Lavell Looney, WWTP Administrative Assistant

Subject: Purchase Order - Rotor Parts from Applied Industrial Technologies

RECOMMENDED ACTION:

Motion to authorize Director of Public Works Mark Freiburger and/or Bill Bullock to sign Purchase Order No. 2024-PW-09, issued to Applied Industrial Technologies of Bellingham, WA, for the purchase of spare parts for all 4 Rotors in the amount of \$32,426.12 including sales tax.

ISSUE:

Oxidation Ditch Rotor Spare parts

BACKGROUND/SUMMARY INFORMATION:

The WWTP has 4 Rotors that provide oxygen for the oxidation ditch. In the event of equipment failure, it could take months to replace any of the parts and/or the whole unit itself. At the WWTP we strongly rely on all the equipment to be up and running in order to make clean water. It is crucial that we keep spare parts on hand to reduce the risk of having failed equipment and downtime, which could lead to more failed equipment due to the overload being put on current operating equipment.

FISCAL IMPACT, IF APPROPRIATE:

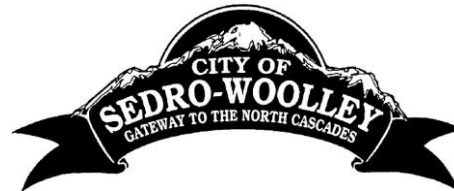
Applied Industrial Technologies is contracted with Omnia Partners, Public Sector, Contract No. 16154. The City has a membership with Omnia Partners to purchase through supplier contracts in the OMNIA Partners cooperative. Using their pre-bid supplier contracts saves time with not having to send these particular parts out for bid.

ATTACHMENTS:

1. 2024-PO-09 Applied Industrial Technologies

City of Sedro-Woolley

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771 Fax (360) 855-0707



The following number must appear on all related correspondence, shipping papers, and invoices:

PURCHASE ORDER

P.O. NUMBER: 2024-PO-09

VENDOR:

Brian Dahl
Applied Industrial Technologies
901 Iowa Street
Bellingham, WA 98225-4229
Tel: 360-733-4580
Email: bgdahl@applied.com

SHIP TO:

Ralp Kennedy
City of Sedro-Woolley
401 Alexander Street
Sedro-Woolley, WA 98284
Tel: (360) 856-1100
Email: rkennedy@sedro-woolley.gov

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
06/27/2024	Ralph Kennedy		Sedro-Woolley, WA	NET 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Rotor Parts Per Applied Industrial Technologies Quote No. 513208262, dated 06/06/2024 (Attached for Reference)	\$29,858.31	\$29,858.31
SUBTOTAL				\$29,858.31
DISCOUNT				N/A
ESTIMATED SHIPPING & HANDLING				\$0.00
.086 SALES TAX				\$2,567.81
OTHER				N/A
TOTAL				\$32,426.12

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

594.35.64.401.401 Machinery & Equip \$32,426.12

Accounts Payable
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-1661 Fax (360) 855-0707
Email: ap@ci.sedro-woolley.wa.us

Authorized by

Date

Quotation

Service Center Address: APPLIED INDUSTRIAL TECHNOLOGIES 901 IOWA ST BELLINGHAM, WA 98225-4229 TEL: 360-733-4580 FAX: 360-733-5062				Quote Create Date (MM-DD-YYYY): 06-06-2024		Sales Rep: BRIAN DAHL Phone: (360) 733-4580 Email: BGDAHL@APPLIED.COM		Page: 1/2
Account Manager:				Quotation Number: 513208262		PO #: Req #: Inquiry #:		
Sold-To Address: CITY OF SEDRO WOOLLEY (WA) 325 METCALF ST SEDRO WOOLLEY WA 98284-1007				Account: 1511539		Ship-To Address: CITY OF SEDRO WOOLLEY 401 ALEXANDER ST SEDRO WOOLLEY WA 98284-1969		Account: 1611707
Payment Terms: NET 30 DAYS				Customer Contact: CASEY SOUSA Customer Contact Phone: (360) 856-1100 EXT: 3007				
Transport Mode and Means: AIT DELIVERY, AIT DELIVERY, SAME DAY Terms: FOB ORIGIN, FRGHT PREPAY & ADD								

Item #	Quantity	UOM	Manufacturer Part #	Customer Part #	Est Delivery Date	Unit Price (USD)	Extended Price (USD)
000010	3.000	EA	DODGE-S1UDI407R Description: DODG_S1UDI407R Order Notes: THIS IS A BUILD ON DEMAND ITEM FROM DODGE ESTIMATED LEAD TIME IS 4 WORKING DAYS + TRANSIT FROM CROSSVILLE, TN Material Sales Text: 023532 NON-CANCELABLE/NON-RETURNABLE ITEM			3,833.090	11,499.27
000020	4.000	EA	DODGE-248340 Description: DODG_248340 Order Notes: 14 IN STOCK SPARKS, NV Material Sales Text: 248340 TXT-TDT-TD SCXT8-8A-805 SEAL			323.130	1,292.52
000030	1.000	EA	DODGE-S1UDI308R Description: DODG_S1UDI308R Order Notes: THIS IS A BUILD ON DEMAND ITEM FROM DODGE ESTIMATED LEAD TIME IS 4 WORKING DAYS + TRANSIT FROM CROSSVILLE, TN Material Sales Text: 023529 NON-CANCELABLE/NON-RETURNABLE ITEM			1,864.910	1,864.91

PRICES QUOTED ABOVE ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. MANUFACTURER INCREASES MAY APPLY UNLESS SPECIFICALLY STATED ON THE FACE OF THIS QUOTATION. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.	THIS QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE, SHOWN ON THE REVERSE SIDE OF THIS DOCUMENT AND AVAILABLE AT WWW.APPLIED.COM . BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT CONSTITUTES ACCEPTANCE OF APPLIED'S TERMS AND CONDITIONS.
THIS QUOTE MAY CONTAIN ITEMS THAT ARE SPECIAL ORDER, UNIQUE, OR CUT TO SIZE. THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE. YOUR ORDER IS SPECIFICALLY CONDITIONED ON ACCEPTING THESE TERMS.	

Quotation

Service Center Address: APPLIED INDUSTRIAL TECHNOLOGIES 901 IOWA ST BELLINGHAM, WA 98225-4229 TEL: 360-733-4580 FAX: 360-733-5062 Account Manager:				Quote Create Date (MM-DD-YYYY): 06-06-2024		Sales Rep: BRIAN DAHL Phone: (360) 733-4580 Email: BGDAHL@APPLIED.COM		Page: 2/2
				Quotation Number: 513208262		PO #: Req #: Inquiry #:		

Item #	Quantity	UOM	Manufacturer Part #	Customer Part #	Est Delivery Date	Unit Price (USD)	Extended Price (USD)
000040	1.000	EA	DODGE-TXT825ET Description: DODG_TXT825ET Order Notes: 1 IN STOCK PORTLAND, OR 2 IN STOCK FONTANA, CA Material Sales Text: 248280 E248280 TXT825ET, ETV TAPER BUSH REDUCER			15,201.610	15,201.61
SUBTOTAL (WITHOUT TAX)							29,858.31
TAX							2,567.81
TOTAL IN WORDS: THIRTY-TWO THOUSAND FOUR HUNDRED TWENTY-SIX DOLLARS AND TWELVE CENTS							TOTAL(USD) 32,426.12

Special Information:
Order Notes:

 OMNIA PARTNER AGREEMENT NUMBER 16154

 BUYER'S ACKNOWLEDGES THAT IT IS PURCHASING INDUSTRIAL SUPPLIES FROM SELLER AS A PARTICIPATING PUBLIC AGENCY OF OMNIA PARTNERS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT PURSUANT TO RFP (SERIAL 16154-RFP) BETWEEN MARICOPA COUNTY AND SELLER, AND THAT BUYER#S TERMS AND CONDITIONS OF PURCHASE AND OTHER DOCUMENTS REGARDING THE PURCHASE OF GOODS FROM SELLER SHALL HAVE NO FORCE OR EFFECT.

STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY APPLIED INDUSTRIAL TECHNOLOGIES, INC. AFFILIATED COMPANIES ("SELLER") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON SELLER UNLESS AGREED TO IN WRITING BY A SELLER CORPORATE OFFICER. BY ISSUING A PURCHASE ORDER, ACCEPTING SHIPMENT OR PERFORMANCE, AND/OR PAYING FOR THE GOODS OR SERVICES, BUYER AGREES THAT IT ACCEPTS SELLER'S TERMS AND CONDITIONS OF SALES, INCLUDING WARRANTY POLICY. BUYER FURTHER AGREES THAT ALL INFORMATION PROVIDED BY SELLER, INCLUDING PRICING, IS SELLER'S CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED WITHOUT SELLER'S PRIOR WRITTEN CONSENT.

PRICE: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by SELLER are subject to correction or change without notice. Prices do not include freight, shipping, handling fees and/or duties, any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on value and/or weight of the shipment. Additional charges for local delivery may also apply. Export orders may be subject to other special pricing.

PAYMENT TERMS: Unless otherwise agreed in writing, terms of payment are thirty (30) days net, without setoff or deduction, from date invoice was mailed or goods are delivered, whichever is earliest, if Buyer's credit has been approved prior to sale. A late payment charge of 1 1/2% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay SELLER all costs incurred by it in collecting any past due account from Buyer, including, but not limited to, all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit.

CREDIT BALANCE: Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

DELIVERY: Unless otherwise noted, all domestic sales of goods are made f.o.b. point of shipment (Uniform Commercial Code) and all international sales of goods are made EXW point of shipment Incoterms® 2020. In all cases, title shall pass upon delivery and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Buyer shall notify SELLER of any nonconforming goods within a commercially reasonable time after Buyer becomes aware of such nonconforming goods.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the goods. Services performed by third parties are subject only to those warranties extended by such third parties. For additional warranty information, please review SELLER's Warranty Policy available at WWW.APPLIED.COM or upon request to SELLER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN THE WARRANTY POLICY. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Goods are sold for commercial use only and are not intended for use by consumers. SELLER personnel are not authorized to alter this policy. Buyer shall be solely responsible for any warranty it grants to its customer.

LIMITATION OF LIABILITY: SELLER takes no responsibility for goods selection, operation, and use, regardless of any recommendations or suggestions made by the SELLER. Buyer shall make selections based upon its own analysis with regard to function, material compatibility, fitness for use or intended purpose, and goods ratings. Any such analysis, including testing, shall be the sole responsibility of Buyer. Proper installation, operation, and maintenance are solely the responsibility of Buyer or its customer. Any specifications listed in SELLER's datasheets, catalog and website are for reference only and are subject to change without notice. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR CONNECTED WITH ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INDEMNITY) OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH GOODS OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT. This limitation of liability reflects a deliberate and bargained-for allocation of risks between SELLER and Buyer and constitutes the basis of the parties' bargain, without which SELLER would not have agreed to the price or terms of this agreement. SELLER shall not be liable for any labor charges without its prior written consent. SELLER SHALL NOT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INDEMNITY) OR OTHER GROUNDS FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated goods, cost of capital, cost of substitute goods, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If SELLER furnishes Buyer with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this agreement, the furnishing of the advice or assistance will not subject SELLER to any liability, whether based on agreement, warranty, tort (including negligence or indemnity) or other grounds. Buyer agrees to defend, indemnify and hold SELLER harmless from any third party claims arising out of the use, resale, or lease of said furnished goods or services.

INTELLECTUAL PROPERTY: Each party will retain exclusive interest in and ownership of its intellectual property developed before this agreement or outside the scope of this agreement. Upon mutual agreement, SELLER hereby grants to Buyer a non-exclusive, world-wide, non-transferable, non-sublicensable, and royalty-free license to use SELLER's pre-existing intellectual property solely for the purpose of using the goods and services provided by the SELLER. Any intellectual property developed under or related to this agreement shall be the sole and exclusive property of SELLER.

SUBCONTRACT/SUBSTITUTIONS/INTERCHANGEABILITY: Buyer agrees that SELLER may subcontract all or any portion of the supply of goods and performance of services to third parties. Buyer agrees that SELLER may store, process and use data and other information provided by Buyer, and Buyer authorizes SELLER to disclose all such data and other information, including Buyer's confidential information, to SELLER's affiliated companies, representatives, suppliers and subcontractors as necessary for such supply of goods or performance of services. Unless specifically restricted on a purchase order, SELLER reserves the right to interchange an equivalent available goods in place of the goods ordered where the interchangeability of the goods is based on form, fit, and function.

EQUAL OPPORTUNITY AND LABOR PRACTICES: The contract provisions in Section 202 of Executive Order 11246, as amended, and the regulations promulgated thereunder are incorporated by reference as if fully written with respect to any order. SELLER certifies that the goods covered by this invoice have been produced in accordance with the Fair Labor Standards Act of 1938, as amended.

SAFETY DATA SHEETS ("SDS"): Unless requested, SELLER will not furnish paper copies of Safety Data Sheets ("SDS"). SDS for OSHA defined hazardous substances are supplied by the manufacturers and/or suppliers and electronically available online at WWW.APPLIED.COM. SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY SDS. CUSTOMER END USER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON, OR USE OF, ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY GOODS. SELLER will continue to furnish paper copies of SDS for those goods for which a SDS is not electronically available. Paper copies of SDS for all goods may be requested by contacting Seller at 1-877-279-2799 to receive a copy of any SDS via web, facsimile or U.S. mail.

HAZARDOUS ACTIVITIES: Unless specifically agreed to in writing by an authorized officer of SELLER, goods or services sold hereunder are not intended for use in connection with any nuclear facility or any other application or hazardous activity, which SELLER, in its sole discretion, determines to be high risk or hazardous, or where failure of a single component could cause substantial harm to persons or property. If so used, SELLER disclaims any and all liability for any nuclear damage, contamination or other damage or injury and Buyer shall indemnify and hold SELLER harmless from such liability whether as a result of breach of contract warranty, tort (including negligence or indemnity) or other grounds. SELLER and its suppliers shall not be liable to Buyer or its insurers based on agreement, warranty, tort (including negligence or indemnity), or other grounds for onsite damage to property located at a nuclear facility.

CANCELLATION AND RETURNS: Buyer may cancel an order by mutual agreement based upon payment to SELLER of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without SELLER's prior written authorization and payment by Buyer of a minimum restocking charge of 15%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order or made-to-order items. No returns shall be accepted following 60 days after delivery. No credit will be issued for shipping charges or other special expenses.

SHORTAGE/OVERAGES: All shortages and/or overages must be identified within 14 days of the date of shipment.

FORCE MAJEURE: SELLER shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, public health emergency or outbreak, terrorist act, insolvency or other inability to perform by the manufacturer, delay in transportation; or, (iii) telecommunication outage, power outage, security event, or any other commercial impracticability. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

CHANGE IN BUYER'S FINANCIAL CONDITION: SELLER reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to SELLER in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. SELLER reserves the right to suspend its performance until payment or adequate assurance of performance has been received. SELLER also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants SELLER a security interest in the goods and the proceeds thereof. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect SELLER's security interest. SELLER may, in its sole discretion require, and Buyer hereby grants to SELLER, a continuing purchase money security interest in all inventory, equipment, and goods sold by SELLER to or for the benefit of Buyer, wherever located, and all accessions and goods and all proceeds from the sale thereof; and all accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. SELLER's purchase money security interest is explicitly limited to outstanding obligations between SELLER and Buyer.

ASSIGNMENT OR DELEGATION: Buyer shall not assign, transfer or delegate, whether by operation of law or otherwise, any or all of its duties or rights hereunder without SELLER's prior written consent.

WAIVER, CHOICE OF LAW AND DISPUTE RESOLUTION: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict of law rules. Any dispute with a party located in U.S. arising out of or relating to transactions hereunder shall be brought only before any state or federal court with jurisdiction and venue over Cleveland, Ohio, unless all such courts refuse to exercise jurisdiction and venue, and the parties hereby consent to exclusive jurisdiction in such courts. Any claims brought by Buyer shall be escalated to senior management level within both organizations prior to Buyer filing a lawsuit. Trial by jury is hereby waived. Any dispute with a party located outside of local or outside of U.S. except actions by Seller for nonpayment by Buyer of the purchase price of goods or services sold, shall be settled by binding arbitration in Cleveland, Ohio under Ohio law administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have the powers a state court judge would have had if the matter had been filed in such court, including equitable powers, except for the power to award punitive damages, which they shall not have. The provisions of the United Nations Convention on Contract for the International Sale of Goods shall not apply.

COMPLIANCE WITH LAWS: Buyer recognizes the goods are utilized in many regulated applications and that from time to time standards and regulations are in conflict with one another. SELLER makes no promise or representation that the goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed to in writing as part of the agreement between Buyer and SELLER. SELLER prices goods and services without the cost of any related inspections, permits or inspection fees.

SPECIAL TOOLS: Unless specifically agreed in writing by SELLER, and unless paid for by Buyer as shown on the invoice, all special tools, dies, jigs, patterns, machinery and/or equipment needed by SELLER for the performance of this sale are, and shall remain, the property of SELLER.

ORDER ACCEPTANCE: Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by SELLER, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the State where acceptance occurred in the United States of America.

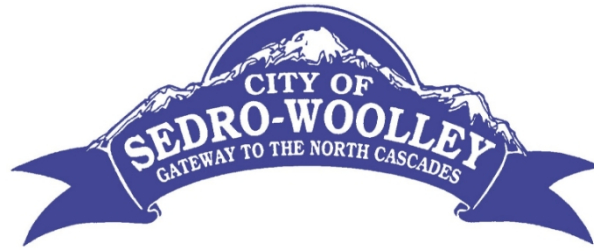
EXPORT CONTROLS AND RELATED REGULATIONS: Buyer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcot Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations, Embargoed Countries List, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce. Buyer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by SELLER, Buyer shall provide documentation satisfactory to SELLER verifying delivery at the designated country. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

FOREIGN PRINCIPAL PARTY IN INTEREST- FREIGHT FORWARDER AND DOCUMENTATION: For any export sales, it is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for Export Administration Act or other applicable purposes; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At SELLER's request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by SELLER.

ANTI-BRIBERY AND ANTI-CORRUPTION: Buyer states that it is an independent contractor, and represents, warrants, and covenants that it is in compliance with U.S. the Foreign Corrupt Practices Act and all applicable laws and regulations relating to bribery and corruption in all countries in which Buyer conducts business.

PERMITS, EXPORT AND IMPORT LICENSES: Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

GENERAL: All orders are subject to acceptance by SELLER. The terms and conditions in SELLER's forms are incorporated herein by reference, and constitute the entire and exclusive agreement between Buyer and SELLER. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.



City Council Agenda Item

Agenda Item No.: e.5.

Date: June 26, 2024

From: Woody Tovar Cano, IT Director

Subject: IT Equipment Surplus - Resolution 1149-24

RECOMMENDED ACTION:

Motion to approve Resolution 1149-24 IT Equipment Surplus.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

All items on this list are no longer needed by the City and have been replaced as required. Equipment listed consists of 17 monitors, 7 laptops, 3 Desktops, 6 Wireless APs, 1 KVM switch, 3 laptop DVD drives, 1 network switch, 1 desk phone, 2 Dome cameras, 1 vacuum, and 1 webcam.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Surplus_Resolution_20240607

RESOLUTION NO. 1149-24

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

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

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

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

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

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

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

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
1		CN-0H069H-72872-8AG-03FM	Dell	2208WFPPF	Monitor
2		CNC819YV5L	HP	L1908wm	Monitor
3		CNC819YV66	HP	L1908wm	Monitor
4		V9RMP-L7	Lenovo	LT1952p	Monitor
5		V9RMP-M1	Lenovo	LT1952p	Monitor
6		CNC819YV5N	HP	L1908WM	Monitor
7		CNC819YV69	HP	L1908WM	Monitor
8		CNC0080CZB	HP	W2338H	Monitor
9		FQWD8HA020752	AOC	195LM00001	Monitor
10		FQWD8HA012096	AOC	195LM00001	Monitor
11		9CLMTF221417	Asus	VW193	Monitor
12		9CLMTF221430	Asus	VW193	Monitor
13		9BLMTF033615	Asus	VW193	Monitor
14		DDQBAHA007210	AOC	931SWL	Monitor
15		CNC0080CZG	HP	W2338H	Monitor
16	003181	CND8102YWY	HP	W2408H	Monitor
17		3CQ8412X0R	HP	L2445W	Monitor
18	003652	TJ1542GX63	HP	M6-N010DX	Laptop
19	003556	ECN0CJ126178523	ASUS	T200TA-C1-BL	LAPTOP
20	003042	1MA7A500704	Gateway	Nx570x	Laptop
21	003548	34000049JEB3	AOPEN	MP65-UI	DESKTOP SFF

ITEM	TAG	SERIAL	MAKE	MODEL	DESCRIPTION
22		UN10058036494	TRENDNET	TK-803R	KVM SWITCH
23	003323	93800161JEB5	AOPEN	MP45-D	DESKTOP SFF
24	003506	3CE2421BC8	HP	Envy 4-115dx	Laptop
25	002828	USLNH22507	HP	LaserJet 4100n	Printer
26		CN-0UJ688-28298-81I-0073	DELL	EPS-470	POWER SUPPLY
27		11S45N7538Z1ZHXPOE4119	OSGEAR	DVDRWTRAYSATA127	Laptop DVD Drive
28		11S45N7538Z1ZHXPOE4060	OSGEAR	DVDRWTRAYSATA127	Laptop DVD Drive
29		11S45N7538Z1ZHXPOE4158	OSGEAR	DVDRWTRAYSATA127	Laptop DVD Drive
30	003297	CN712SE1HF	HP	J4900B	10/100 SWITCH
31		AVADM2089	MITEL	5212	IP PHONE
32		137326227	EnGenius	ENH200	P2P Wireless
33		137326220	EnGenius	ENH200	P2P Wireless
34		137326228	EnGenius	ENH200	P2P Wireless
35		U62112-G9G246411	Brother	PT-2430PC	Label Printer
36		20J2060A830621	Linksys	WHW03 V2	Mesh WiFi AP
37		20J2060A831072	Linksys	WHW03 V2	Mesh WiFi AP
38		20J2060A831161	Linksys	WHW03 V2	Mesh WiFi AP
39		1IAXH003218	Panasonic	BB-HCM527A	Dome Camera
40		20190522	JideTech	P1-4X-2MP	Dome Camera
41		N/A	Dirt Devil	Scorpion	Vacuum
42	003606	TJ1539GDQC	HP	MX-N010DX	Laptop
43	003190	CN-0U990C-70166-8C7-05DR	Dell	PP29L	Laptop
44	003502	3CE24213T0	HP	QCWB335	Laptop
45	003705	8CN8250CR4	HP	TPC-I019-DM	Desktop SFF
46		2000116604	EMEET	HD Webcam eMeet c980 Pro	Webcam
47					
48					
49					

PASSED by majority vote of the members of the Sedro-Woolley City Council this 26th day of June, 2024

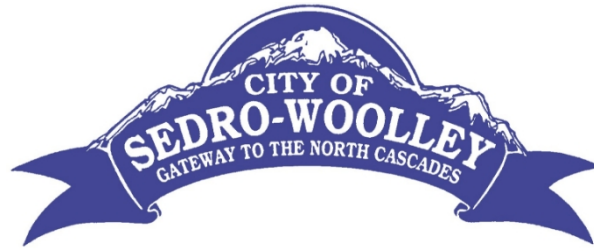
Julia Johnson, Mayor

Attest:

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thomas, City Attorney



City Council Agenda Item

Agenda Item No.: e.6.

Date: June 26, 2024

From: Nikki Thompson, City Attorney

Subject: Settlement Agreement - Kroger Co. - National Opioid Settlement

RECOMMENDED ACTION:

Move to opt in to the Kroger settlement that will provide \$1.2 billion to state and local jurisdictions for opioid abatement.

ISSUE:

A proposed nationwide settlement agreement has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

BACKGROUND/SUMMARY INFORMATION:

The City of Sedro-Woolley is a litigating party in the national opioid litigation that has been pending for many years. In the past two years, settlements have been reached with a number of defendant opioid distributors and manufacturers. This settlement with Kroger is the latest settlement to be reached. Sedro-Woolley has joined all previous settlements.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. Kroger Proposed Opioid Settlement Overview

National Opioid Settlement: Kroger Co.

Snohomish County, WA

Rubris Reference Number: CL-798917

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

KROGER CO. SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

**WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION
ADMINISTRATOR?**

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.***

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **August 12, 2024**, deadline.

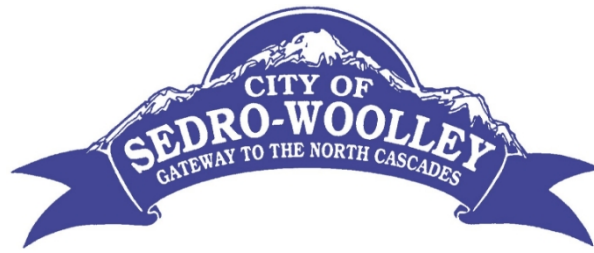
HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **August 12, 2024**.



City Council Agenda Item

Agenda Item No.: e.7.

Date: June 26, 2024

From: Nikki Thompson, City Attorney

Subject: Amend SWMC Section 8.05.070 Compost Procurement Reporting - Ordinance 2075-24 - 2nd Read

RECOMMENDED ACTION:

Motion to approve Ordinance 2075-24 amending the Sedro-Woolley Municipal Code Section 8.05.070 “Reporting”.

ISSUE:

Ordinance 2075-24 brings the Sedro-Woolley Municipal Code Chapter 8.05 “Compost Procurement” into compliance with the recently passed House Bill 2301.

BACKGROUND/SUMMARY INFORMATION:

In February of 2023 the Council approved Ordinance 2035-23 regarding compost procurement. This ordinance enacted ESSHB 1799, which aims to reduce the amount of organic materials going to landfills by encouraging cities and counties to procure more finished compost products to reduce emissions. Included in ESSHB 1799 were several local government reporting requirements.

During the 2024 Legislative Session, the reporting requirements under ESSHB 1799 were modified. Ordinance 2075-24 amends Section 8.05.070 Reporting, of the City’s Compost Procurement regulations to be in compliance with the new state law.

The reporting requirements under ESSHB 1799 required the Public Works Director to report to the State by December 31 every two-years on even numbered years how many tons of organic materials were being diverted from landfills each year. The new state law changed three components of the reporting requirements:

1. Changed the reporting requirement from December 31, 2024 to March 31, 2025;
2. Requires yearly reporting instead for every two years; and
3. Requires cities to identify the facility or facilities used for processing of organic materials.

Ordinance 2075-24 has been drafted by the City Attorney to be compliant with these new state regulations, and to add reference to the appropriate RCW 43.19A.150 which was not referenced in the original Ordinance the City adopted.

FISCAL IMPACT, IF APPROPRIATE:

No direct financial impact besides staff time to prepare reports.

ATTACHMENTS:

1. Ordinance No. 2075-24 Amending SWMC Section 8.05.070 Reporting
2. RCW 43.19A.150 Cities and counties required to adopt a compost procurement ordinance—
Report
3. ENGROSSED SECOND SUBSTITUTE HOUSE BILL 2301

ORDINANCE NO. 2075-24
AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, AMENDING
SECTION 8.05.070 'REPORTING' OF SEDRO-WOOLLEY MUNICIPAL CODE (SWMC)
CHAPTER 8.05 'COMPOST PROCUREMENT'

WHEREAS, the State of Washington found that landfills are a significant source of emissions of methane, and to reduce methane emissions associated with organic materials, there is a benefit to diverting organic materials from landfills to productive uses of organic material wastes; and,

WHEREAS, as more organic materials are diverted and recycled, it is critical that compost be procured by local jurisdictions and other local entities to support the economic viability of these processes and programs; and,

WHEREAS, it is well established that the use of compost in landscaping and soil amendment has many benefits such as moisture retention, weed suppression, natural forms of nutrients, stopping soil erosion, and,

WHEREAS, as a result of these findings, the Washington State Legislature enacted Engrossed Second Substitute House Bill (ESSHB) 1799 in March of 2022; and,

WHEREAS, the goal of ESSHB 1799 is to increase the diversion of organic materials going to landfills by “encouraging cities and counties to procure more of the compost and finished compost products created from their organic material” in order to reduce emissions, and,

WHEREAS, ESSHB 1799 added a new section to Chapter 43.19A of the Revised Code of Washington (RCW), now codified as RCW 41.19A.150, which requires all cities, towns and counties with populations of 25,000 or more or smaller jurisdictions where organic materials collection services are provided at least 26 weeks of the year to adopt a compost procurement ordinance to implement provisions of RCW 43.19A.120; and,

WHEREAS, HB 2301 modified the ESSHB 1799 reporting requirements; and,

WHEREAS, SWMC Chapter 8.05 'COMPOST PROCUREMENT', Section 8.05.070 'Reporting' requires revision to be in compliance with the modified requirements of HB 2301,

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

Section One. Section 8.05.070 “Reporting” of the Sedro-Woolley Municipal Code, last modified by Ord. 2035-23 § 1 in 2023, is hereby amended to read as follows:

~~Pursuant to RCW 43.19A.150, By December 31, 2024, and each December 31st of even-numbered years thereafter, by March 31, 2025, and each March 31st thereafter,~~ the city of Sedro-Woolley will strive to report the following information to the Department of Ecology:

- A. Total tons of organic material diverted from landfilling within the city each year and the facility or facilities used for processing;
- B. The volume and cost of composted material purchased by the city each year; and
- C. The source(s) of the finished compost product purchased.

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

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

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

PASSED AND ADOPTED by the City Council of the City of Sedro-Woolley, Washington, on this 12th day of June, 2024.

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

RCW 43.19A.150 Cities and counties required to adopt a compost procurement ordinance—Report. (1) By January 1, 2023, the following cities or counties shall adopt a compost procurement ordinance to implement RCW 43.19A.120:

(a) Each city or county with a population greater than 25,000 residents as measured by the office of financial management using the most recent population data available; and

(b) Each city or county in which organic material collection services are provided under chapter 70A.205 RCW.

(2) A city or county that newly exceeds a population of 25,000 residents after January 1, 2023, as measured by the office of financial management, must adopt an ordinance under this subsection no later than 12 months after the office of financial management's determination that the local government's population has exceeded 25,000.

(3) In developing a compost procurement ordinance, each city and county shall plan for the use of compost in the following categories:

(a) Landscaping projects;

(b) Construction and postconstruction soil amendments;

(c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and

(d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

(4) Each city or county that adopts an ordinance under subsection (1) or (2) of this section must develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations in the jurisdiction's comprehensive solid waste management plan pursuant to RCW 70A.205.045.

(5) By December 31, 2024, and each December 31st of even-numbered years thereafter, each city or county that adopts an ordinance under subsection (1) or (2) of this section must submit a report covering the previous year's compost procurement activities to the department of ecology that contains the following information:

(a) The total tons of organic material diverted throughout the year;

(b) The volume and cost of compost purchased throughout the year; and

(c) The source or sources of the compost.

(6) Cities and counties that are required to adopt an ordinance under subsection (1) or (2) of this section shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.

(7) Cities and counties may enter into collective purchasing agreements if doing so is more cost-effective or efficient.

(8) Nothing in this section requires a compost processor to:

(a) Enter into a purchasing agreement with a city or county;

(b) Sell finished compost to meet this requirement; or

(c) Accept or process food waste or compostable products. [2022 c 180 § 701.]

Findings—Intent—Scope of authority of chapter 180, Laws of 2022
—2022 c 180: See notes following RCW 70A.205.007.

CERTIFICATION OF ENROLLMENT
ENGROSSED SECOND SUBSTITUTE HOUSE BILL 2301

68th Legislature
2024 Regular Session

Passed by the House March 5, 2024
Yeas 57 Nays 36

**Speaker of the House of
Representatives**

Passed by the Senate March 1, 2024
Yeas 30 Nays 19

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 **ENGROSSED SECOND SUBSTITUTE HOUSE BILL 2301** 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**

ENGROSSED SECOND SUBSTITUTE HOUSE BILL 2301

AS AMENDED BY THE SENATE

Passed Legislature - 2024 Regular Session

State of Washington

68th Legislature

2024 Regular Session

By House Appropriations (originally sponsored by Representatives Doglio, Fitzgibbon, Duerr, Berry, Ramel, Ormsby, Peterson, Pollet, Macri, Cortes, Shavers, Leavitt, and Kloba)

READ FIRST TIME 02/05/24.

1 AN ACT Relating to improving the outcomes associated with waste
2 material management systems, including products affecting organic
3 material management systems; amending RCW 70A.207.020, 70A.214.100,
4 70A.205.540, 70A.205.545, 70A.455.040, 70A.455.070, 70A.455.090,
5 15.04.420, and 43.19A.150; adding new sections to chapter 70A.207
6 RCW; adding a new section to chapter 43.23 RCW; adding a new section
7 to chapter 70A.455 RCW; and creating new sections.

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

9 **PART 1**

10 **INTENT**

11 NEW SECTION. **Sec. 101.** INTENT. (1) The legislature finds:

12 (a) Washington is now experiencing the effects of a climate
13 crisis: Hotter summers with record-breaking temperatures, devastating
14 fires, drought conditions, and rising sea levels that erode our
15 coastlines and are causing some communities to move upland;

16 (b) Methane is a potent greenhouse gas and landfills are
17 documented by the United States environmental protection agency to be
18 the 3rd largest human-made source, with food, yard waste, and other
19 plant-based organic material degrading in landfills to methane;

1 (c) Food waste is a major issue in the United States and
2 globally, that, according to the food and agriculture organization of
3 the United Nations, unwanted and discarded food squanders resources,
4 including water, land, energy, labor, and capital, estimated that
5 one-third of the food produced in the world for human consumption,
6 about 1,300,000,000 tons, is lost or wasted every year, and the food
7 loss and waste in industrialized countries equates to a value of
8 approximately \$680,000,000,000;

9 (d) The Harvard University food law and policy clinic has
10 estimated that 40 percent of the food supply in the United States is
11 not eaten and that according to the United States environmental
12 protection agency and the United States department of agriculture,
13 food loss and waste is the single largest component of disposed
14 municipal solid waste in the United States;

15 (e) In 2015, that the administrator of the United States
16 environmental protection agency and the secretary of the United
17 States department of agriculture announced a national goal of
18 reducing food waste by 50 percent by the year 2030. In 2019,
19 Washington established the same goal in RCW 70A.205.715;

20 (f) Compost and other products of organic material management
21 facilities have beneficial applications and can improve soil health,
22 water quality, and other environmental outcomes. However, in order
23 for the products of organic material management facilities to lead to
24 improved environmental outcomes and for the economics of the
25 operations of these facilities to pencil out, it is important that
26 inbound sources of organic material waste are free of plastic
27 contamination, pesticides, and other materials that will reduce
28 compost quality; and

29 (g) Farmers, processors, retailers, and food banks in Washington
30 are leaders in addressing this issue, and in 2022, with the enactment
31 of chapter 180, Laws of 2022 (Engrossed Second Substitute House Bill
32 No. 1799), Washington took significant steps towards the improvement
33 of organic material management systems.

34 (2) It is the legislature's intent to provide additional tools
35 and financial resources to build on this progress in coming years by:

36 (a) Creating a variety of grant programs to support food waste
37 reduction, food rescue, and other organic material management system
38 improvements, including grants to support the implementation of new
39 policy requirements related to organic material management;

1 (b) Amending solid waste management requirements in support of
2 improved organic material management outcomes, including through the
3 statewide standardization of colors and labels for organic,
4 recycling, and garbage bins, and amending the organic material
5 management service requirements in local jurisdictions and that apply
6 to businesses;

7 (c) Making changes to product degradability labeling
8 requirements; and

9 (d) Continuing to discuss how to maximize donations of food from
10 generators of unwanted edible food.

11 (3) It is the legislature's intent for the following management
12 option preferences to apply to the management of food under this act,
13 including the provisions of law being amended by this act, in order
14 of most preferred to least preferred:

15 (a) Prevents wasted food;

16 (b) Donates or upcycles food;

17 (c) Feeds animals or leaves food unharvested;

18 (d) Composts or anaerobically digests materials with beneficial
19 use of the compost, digestate, or biosolids;

20 (e) Anaerobically digests materials with the disposal of
21 digestate or biosolids, or applies material to the land; and

22 (f) Sends materials down the drain, to landfills, or incinerates
23 material, with or without accompanying energy recovery.

24 **PART 2**

25 **FUNDING FOR SUSTAINABLE FOOD MANAGEMENT PRIORITIES**

26 NEW SECTION. **Sec. 201.** A new section is added to chapter
27 70A.207 RCW to read as follows:

28 **CENTER FOR SUSTAINABLE FOOD MANAGEMENT GRANTS.** (1) The
29 department, through the center, must develop and administer grant
30 programs to support activities that reduce emissions from landfills
31 and waste-to-energy facilities through the diversion of organic
32 materials and food waste prevention, rescue, and recovery. The
33 department must seek stakeholder input in the design, criteria, and
34 logistics associated with each grant program. The department must
35 allocate grant funding across the eligible categories specified in
36 subsection (2) of this section in a manner consistent with
37 legislative appropriations, and that achieves the following
38 priorities:

(a) Maximizing greenhouse gas emission reductions;

(b) Eliminating barriers to the rescue and consumption of edible food that would otherwise be wasted;

(c) Developing stable funding programs for the department to administer and stable funding opportunities for potential fund recipients to be aware of; and

(d) Preferences the following management options, in order of most preferred to least preferred:

(i) Prevents wasted food;

(ii) Donates or upcycles food;

(iii) Feeds animals or leaves food unharvested;

(iv) Composts or anaerobically digests materials with beneficial use of the compost, digestate, or biosolids;

(v) Anaerobically digests materials with the disposal of digestate or biosolids, or applies material to the land;

(vi) Sends materials down the drain, to landfills, or incinerates material, with or without accompanying energy recovery.

(2) Subject to the availability of amounts appropriated for this specific purpose, grants under this section may be awarded to the following categories of activities:

(a) Projects to prevent the surplus of unsold, uneaten food from food businesses or to standardize and improve the operating procedures associated with food donations, including efforts to standardize collection bins, provide staff training for food donors or food rescue organizations, or make other changes to increase the efficiency or efficacy of food donation procedures. Local governments, federally recognized Indian tribes and federally recognized Indian tribal government entities, nonprofit organizations, and generators of unwanted edible food are eligible applicants for grants under this subsection. Equipment and infrastructure purchases, training costs, costs associated with the development and deployment of operating protocols, and employee staff time reimbursement are eligible uses of grant funding under this subsection;

(b) (i) Projects to improve and reduce the transportation of donated foods and management of cold chains across the donated food supply chain, including through food rescue organizations. Local governments, federally recognized Indian tribes and federally recognized Indian tribal government entities, nonprofit organizations, transporters of unwanted edible food, and generators

1 of unwanted edible food are eligible applicants for grants under this
2 subsection. Eligible uses of grant funding under this subsection
3 include the acquisition of vehicles, cold-storage equipment, real
4 estate, and technology to support donated food storage and
5 transportation system improvements.

6 (ii) Grants under this subsection (2)(b) may not be used for the
7 purchase or lease of equipment that relies on a fuel source other
8 than electricity or the purchase or lease of vehicles other than
9 zero-emission vehicles;

10 (c)(i) Grant programs to support the establishment and expansion
11 of wasted food reduction programs to benefit vulnerable communities.
12 This grant program must be developed in consultation with the
13 department of health and food policy stakeholders.

14 (ii) Nonprofit organizations, businesses, associations, federally
15 recognized Indian tribes and federally recognized Indian tribal
16 government entities, and local governments are eligible to receive
17 grants under this subsection. Eligible uses of the funds may include
18 community food hub development projects, cold food storage capacity,
19 refrigerated transport capacity, convenings to inform innovation in
20 wasted food reduction in retail and food service establishments, and
21 pilot projects to reduce wasted food. No more than 20 percent of
22 funds allocated under this subsection (2)(c) may be awarded to a
23 single grant recipient; and

24 (d) Food waste tracking and analytics pilot project grants. Local
25 governments, federally recognized Indian tribes and federally
26 recognized Indian tribal government entities, nonprofit
27 organizations, transporters of unwanted edible food, and generators
28 of unwanted edible food are eligible applicants for grants under this
29 subsection. Eligible uses of grant funding under this subsection
30 include staff time and technology to improve food waste prevention or
31 improve tracking of food donations through the food supply chain and
32 to provide data useful to enabling more efficient and effective
33 outcomes for the provision of food available for rescue.

34 (3) The department may establish additional eligibility criteria
35 or application process requirements beyond those described in
36 subsection (2) of this section for a category or categories of
37 activity. The department may, as a condition of the award of a grant
38 under this section, require the reporting of information to the
39 department regarding the outcomes of the funded activities.

(4) The department may award grants to eligible applicants meeting the minimum qualifying criteria on a competitive basis, or to applicants on a noncompetitive basis, or both. Within each category of activity described in subsection (2) of this section, the department must prioritize grant applications that benefit overburdened communities as defined in RCW 70A.02.010 as identified by the department in accordance with RCW 70A.02.050.

NEW SECTION. **Sec. 202.** A new section is added to chapter 70A.207 RCW to read as follows:

SUSTAINABLE FOOD MANAGEMENT POLICY IMPLEMENTATION GRANTS. (1) The department, through the center, must develop and administer grant programs to support the implementation of the requirements of this act and chapter 180, Laws of 2022, with priority given to grants that support the implementation of RCW 70A.205.540 and 70A.205.545. Eligible recipients of grants under this section may include businesses that are subject to organic material management requirements, local governments, federally recognized Indian tribes and federally recognized Indian tribal government entities, nonprofit organizations, or organic material management facilities. Eligible expenses by grant recipients include education, outreach, technical assistance, indoor and outdoor infrastructure, transportation and processing infrastructure, and enforcement costs.

(2) The department may not require, as a condition of financial assistance under this section, that matching funds be made available by a local government recipient. The department must provide assistance to each local government that demonstrates eligibility for grant assistance under this section.

Sec. 203. RCW 70A.207.020 and 2022 c 180 s 402 are each amended to read as follows:

CENTER FOR SUSTAINABLE FOOD MANAGEMENT DUTIES. (1) The Washington center for sustainable food management is established within the department (~~(, to begin operations by January 1, 2024)~~).

(2) The purpose of the center is to help coordinate statewide food waste reduction.

(3) The center may perform the following activities:

(a) Coordinate the implementation of the plan;

1 (b) Draft plan updates and measure progress towards actions,
2 strategies, and the statewide goals established in RCW 70A.205.007
3 and 70A.205.715(1);

4 (c) Maintain a website with current food waste reduction
5 information and guidance for food service establishments, consumers,
6 food processors, hunger relief organizations, and other sources of
7 food waste;

8 (d) Provide staff support to multistate food waste reduction
9 initiatives in which the state is participating;

10 (e) Maintain the consistency of the plan and other food waste
11 reduction activities with the work of the Washington state
12 conservation commission's food policy forum;

13 (f) Facilitate and coordinate public-private and nonprofit
14 partnerships focused on food waste reduction, including through
15 voluntary working groups;

16 (g) Collaborate with federal, state, and local government
17 partners on food waste reduction initiatives;

18 (h) Develop and maintain maps or lists of locations of the food
19 systems of Washington that identify food flows, where waste occurs,
20 and opportunities to prevent food waste;

21 (i)(i) Collect and maintain data on food waste and wasted food in
22 a manner that is generally consistent with the methods of collecting
23 and maintaining such data used by federal agencies or in other
24 jurisdictions, or both, to the greatest extent practicable;

25 (ii) Develop measurement methodologies and tools to uniformly
26 track food donation data, food waste prevention data, and associated
27 climate impacts resultant from food waste reduction efforts;

28 (j) Research and develop emerging organic materials and food
29 waste reduction markets;

30 (k)(i) Develop and maintain statewide food waste reduction and
31 food waste contamination reduction campaigns, in consultation with
32 other state agencies and other stakeholders, including the
33 development of waste prevention and food waste recovery promotional
34 materials for distribution. These promotional materials may include
35 online information, newsletters, bulletins, or handouts that inform
36 food service establishment operators about the protections from civil
37 and criminal liability under federal law and under RCW 69.80.031 when
38 donating food; and

39 (ii) Develop guidance to support the distribution of promotional
40 materials, including distribution by:

1 (A) Local health officers, at no cost to regulated food service
2 establishments, including as part of normal, routine inspections of
3 food service establishments; and

4 (B) State agencies, including the department of health and the
5 department of agriculture, in conjunction with their statutory roles
6 and responsibilities in regulating, monitoring, and supporting safe
7 food supply chains and systems;

8 (l) Distribute and monitor grants dedicated to food waste
9 prevention, rescue, and recovery, which must include the programs
10 described in sections 201 and 202 of this act; ((and))

11 (m) Provide staff support to the work group created in section
12 701 of this act; and

13 (n) Research and provide education, outreach, and technical
14 assistance to local governments in support of the adoption of solid
15 waste ordinances or policies that establish a financial disincentive
16 for the generation of organic waste and for the ultimate disposal of
17 organic materials in landfills.

18 (4) The department may enter into an interagency agreement with
19 the department of health, the department of agriculture, or other
20 state agencies as necessary to fulfill the responsibilities of the
21 center.

22 (5) The department may adopt any rules necessary to implement
23 this chapter including, but not limited to, measures for the center's
24 performance.

25 NEW SECTION. Sec. 204. A new section is added to chapter 43.23
26 RCW to read as follows:

27 WASHINGTON COMMODITIES DONATION GRANT PROGRAM. (1) The department
28 must implement the Washington commodities donation grant program
29 established in this section. The purpose of the program is to procure
30 Washington grown produce, grains, and protein otherwise at risk of
31 ending up as food waste for distribution to hunger relief
32 organizations for use in Washington state.

33 (2) The program established in this section must, to the extent
34 practicable:

35 (a) Rely upon existing infrastructure and similar grant programs
36 currently being implemented in Washington, in order to maximize the
37 beneficial impacts of the program in the short-term, and to
38 expeditiously enable the distribution of grants under this section;

1 (b) Be designed to achieve efficiencies of scale by the grant
2 recipients carrying out food acquisitions and distributions and to
3 target large volume food acquisition opportunities;

4 (c) Give priority to recipient organizations that have at least
5 five years of experience coordinating the collection and
6 transportation of donated agricultural products to food bank
7 distributors, food bank distribution centers, or both, for
8 redistribution to local hunger relief agencies; and

9 (d) Provide for equitable benefits experienced from the program
10 by food producers of varying sizes and types, including minority and
11 vulnerable farmers, including veterans, women, and federally
12 recognized Indian tribes.

13 (3) The department must issue grants under this section to one or
14 more nonprofit organizations to acquire food directly from food
15 producers located in Washington. A recipient nonprofit organization
16 may use funds under this section to compensate food producers
17 donating commodities for pick and pack out costs incurred associated
18 with the production of a food product, including costs of food
19 product inputs and harvest, and for their marginal postharvest
20 logistical and administrative costs that facilitate the acquisition
21 and distribution of the food product by grant recipients.

22 (4) An organization that receives funds under this section must
23 report the results of the project to the department in a manner
24 prescribed by the department.

25 **Sec. 205.** RCW 70A.214.100 and 2008 c 178 s 1 are each amended to
26 read as follows:

27 WASTE NOT WASHINGTON AWARDS. (1) The office of waste reduction
28 shall develop, in consultation with the superintendent of public
29 instruction, an awards program to achieve waste reduction and
30 recycling in public schools, and to encourage waste reduction and
31 recycling in private schools, grades kindergarten through high
32 school. The office shall develop guidelines for program development
33 and implementation. Each public school shall, and each private school
34 may, implement a waste reduction and recycling program conforming to
35 guidelines developed by the office.

36 (2) For the purpose of granting awards, the office may group all
37 participating schools into not more than three classes, based upon
38 student population, distance to markets for recyclable materials, and
39 other criteria, as deemed appropriate by the office. Except as

otherwise provided, five or more awards may be granted to each of the three classes. Each award shall be no more than ~~((five thousand dollars))~~ \$5,000 until 2026, and no more than \$10,000 beginning January 1, 2026. Awards shall be granted each year to the schools that achieve the greatest levels of waste reduction and recycling. A single award of not less than ~~((five thousand dollars))~~ \$5,000 until 2026 or \$10,000 beginning in 2026 may be presented to the school having the best recycling program as measured by the total amount of materials recycled, including materials generated outside of the school. A single award of not less than ~~((five thousand dollars))~~ \$5,000 until 2026 or \$10,000 beginning in 2026 may be presented to the school having the best waste reduction program as determined by the office.

(3) The superintendent of public instruction shall distribute guidelines and other materials developed by the office to implement programs to reduce and recycle waste generated in administrative offices, classrooms, laboratories, cafeterias, and maintenance operations.

PART 3

AMENDMENTS TO SOLID WASTE LAWS

Sec. 301. RCW 70A.205.540 and 2022 c 180 s 102 are each amended to read as follows:

MANDATED ORGANICS MANAGEMENT. (1) ~~((Beginning January 1, 2027, in))~~ Except as provided in subsection (3) of this section, in each jurisdiction that implements a local solid waste plan under RCW 70A.205.040:

(a) ~~((Source-separated))~~ Beginning April 1, 2027, source-separated organic solid waste collection services ~~((must))~~ are required to be provided ~~((at least every other week or at least 26 weeks annually))~~ year-round to:

(i) All single-family residents; and

(ii) Nonresidential customers that generate more than .25 cubic yards per week of organic materials for management; ~~((and))~~

(b)(i) The department may, by waiver, reduce the collection frequency requirements in (a) of this subsection for the collection of dehydrated food waste or to address food waste managed through other circumstances or technologies that will reduce the volume or odor, or both, of collected food waste.

1 (ii) All organic solid waste collected from single-family
2 residents and businesses under ~~((a)–(f))~~ this subsection must be
3 managed through organic materials management;

4 (c) Beginning April 1, 2030, the source-separated organic solid
5 waste collection services specified in (a) of this subsection must be
6 provided to customers on a nonelective basis, except that a
7 jurisdiction may grant an exemption to a customer that certifies to
8 the jurisdiction that the customer is managing organic material waste
9 on-site or self-hauling its own organic material waste for organic
10 materials management;

11 (d) Beginning April 1, 2030, each jurisdiction's source-separated
12 organic solid waste collection service must include the acceptance of
13 food waste year-round. The jurisdiction may choose to collect food
14 waste source-separated from other organic materials or may collect
15 food waste commingled with other organic materials; and

16 (e) Beginning April 1, 2030, all persons, when using curbside
17 collection for disposal, may use only source-separated organic solid
18 waste collection services to discard unwanted organic materials. By
19 January 1, 2027, the department must develop guidance under which
20 local jurisdictions may exempt persons from this requirement if
21 organic materials will be managed through an alternative mechanism
22 that provides equal or better environmental outcomes. Nothing in this
23 section precludes the ability of a person to use on-site composting,
24 the diversion of organic materials to animal feed, self-haul organic
25 materials to a facility, or other means of beneficially managing
26 unwanted organic materials. For the purposes of this subsection
27 (1)(e), "person" or "persons" does not include multifamily
28 residences.

29 (2) A jurisdiction may charge and collect fees or rates for the
30 services provided under subsection (1) of this section, consistent
31 with the jurisdiction's authority to impose fees and rates under
32 chapters 35.21, 35A.21, 36.58, and 36.58A RCW.

33 (3) (a) Except as provided in ~~((d))~~ (e) of this subsection, the
34 requirements of this section do not apply in a jurisdiction if the
35 department determines that the following apply:

36 (i) The jurisdiction disposed of less than 5,000 tons of solid
37 waste in the most recent year for which data is available; or

38 (ii) The jurisdiction has a total population of less than 25,000
39 people ~~((; or~~

1 ~~(iii) The jurisdiction has a total population between 25,000 and~~
2 ~~50,000 people and curbside organic solid waste collection services~~
3 ~~are not offered in any area within the jurisdiction, as of July 1,~~
4 ~~2022)).~~

5 (b) The requirements of this section do not apply:

6 (i) In census tracts that have a population density of less than
7 75 people per square mile that are serviced by the jurisdiction and
8 located in unincorporated portions of a county, as determined by the
9 department, in counties not planning under chapter 36.70A RCW;
10 ((and))

11 (ii) In census tracts that have a population density of greater
12 than 75 people per square mile, where the census tract includes
13 jurisdictions that meet any of the conditions in (a)(i) and (ii) of
14 this subsection, that are serviced by the jurisdiction and located in
15 unincorporated portions of a county, as determined by the department,
16 in counties not planning under chapter 36.70A RCW;

17 (iii) Outside of urban growth areas designated pursuant to RCW
18 36.70A.110 in unincorporated portions of a county planning under
19 chapter 36.70A RCW;

20 (iv) Inside of unincorporated urban growth areas for
21 jurisdictions planning under chapter 36.70A RCW that meet any of the
22 conditions in (a)(i) and (ii) of this subsection; and

23 (v) In unincorporated urban growth areas in counties with an
24 unincorporated population of less than 25,000 people.

25 (c) ~~((In addition to the exemptions in (a) and (b)))~~ A
26 jurisdiction that collects organic materials, but that does not
27 collect organic materials on a year-round basis as of January 1,
28 2024, is not required to provide year-round organic solid waste
29 collection services if it provides those services at least 26 weeks
30 annually.

31 (d) In addition to the exemptions in (a) through (c) of this
32 subsection, the department may issue a renewable waiver to
33 jurisdictions or portions of a jurisdiction under this subsection for
34 up to five years, based on consideration of factors including the
35 distance to organic materials management facilities, the sufficiency
36 of the capacity to manage organic materials at facilities to which
37 organic materials could feasibly and economically be delivered from
38 the jurisdiction, and restrictions in the transport of organic
39 materials under chapter 17.24 RCW. The department may adopt rules to
40 specify the type of information that a waiver applicant must submit

1 to the department and to specify the department's process for
2 reviewing and approving waiver applications.

3 ~~((d))~~ (e) Beginning January 1, 2030, the department may adopt a
4 rule to require that the provisions of this section apply in the
5 jurisdictions identified in (b) ~~((and—(e)))~~ through (d) of this
6 subsection, but only if the department determines that the goals
7 established in RCW 70A.205.007(1) have not or will not be achieved.

8 (4) Any city that newly begins implementing an independent solid
9 waste plan under RCW 70A.205.040 after July 1, 2022, must meet the
10 requirements of subsection (1) of this section.

11 (5) Nothing in this section affects the authority or duties of
12 the department of agriculture related to pest and noxious weed
13 control and quarantine measures under chapter 17.24 RCW.

14 (6) No penalty may be assessed on an individual or resident for
15 the improper disposal of organic materials under subsection (1) of
16 this section in a noncommercial or residential setting.

17 (7) The department must adopt new rules or amend existing rules
18 adopted under this chapter establishing permit requirements for
19 organic materials management facilities requiring a solid waste
20 handling permit addressing contamination associated with incoming
21 food waste feedstocks and finished products, for environmental
22 benefit.

23 **Sec. 302.** RCW 70A.205.545 and 2022 c 180 s 201 are each amended
24 to read as follows:

25 BUSINESS DIVERSION. (1)(a) Beginning July 1, 2023, and each July
26 1st thereafter, the department must determine which counties and any
27 cities preparing independent solid waste management plans:

28 (i) Provide for businesses to be serviced by providers that
29 collect food waste and organic material waste for delivery to solid
30 waste facilities that provide for the organic materials management of
31 organic material waste and food waste; and

32 (ii) Are serviced by solid waste facilities that provide for the
33 organic materials management of organic material waste and food waste
34 and have year-round capacity to process and are willing to accept
35 increased volumes of organic materials deliveries.

36 (b)(i) The department must determine and designate that the
37 restrictions of this section apply to businesses in a jurisdiction
38 unless the department determines that the businesses in some or all
39 portions of the city or county have:

1 (A) No available businesses that collect and deliver organic
2 materials to solid waste facilities that provide for the organic
3 materials management of organic material waste and food waste; or

4 (B) No available capacity at the solid waste facilities to which
5 businesses that collect and deliver organic materials could feasibly
6 and economically deliver organic materials from the jurisdiction.

7 (ii)(A) In the event that a county or city provides a written
8 ~~((notification))~~ request and supporting evidence to the department
9 ~~((indicating))~~ determining that the criteria of (b)(i)(A) of this
10 subsection are met, and the department confirms this determination,
11 then the restrictions of this section apply only in those portions of
12 the jurisdiction that have available service-providing businesses.

13 (B) In the event that a county or city provides a written
14 ~~((notification))~~ request and supporting evidence to the department
15 ~~((indicating))~~ determining that the criteria of (b)(i)(B) of this
16 subsection are met, and the department confirms this determination,
17 then the restrictions of this section do not apply to the
18 jurisdiction.

19 (c) The department must make the result of the annual
20 determinations required under this section available on its website.

21 (d) The requirements of this section may be enforced by
22 jurisdictional health departments consistent with this chapter,
23 except that:

24 (i) A jurisdictional health department may not charge a fee to
25 permit holders to cover the costs of the jurisdictional health
26 department's administration or enforcement of the requirements of
27 this section; and

28 (ii) Prior to issuing a penalty under this section, a
29 jurisdictional health department must provide at least two written
30 notices of noncompliance with the requirements of this section to the
31 owner or operator of a business subject to the requirements of this
32 section.

33 (2)(a)(i) Beginning January 1, 2024, a business that generates at
34 least eight cubic yards of organic material waste per week must
35 arrange for organic materials management services specifically for
36 organic material waste;

37 (ii) Beginning January 1, 2025, a business that generates at
38 least four cubic yards of organic material waste per week must
39 arrange for organic materials management services specifically for
40 organic material waste; and

1 (iii) Beginning January 1, 2026, a business that generates at
2 least ~~((four cubic yards of solid))~~ 96 gallons of organic material
3 waste per week shall arrange for organic materials management
4 services specifically for organic material waste, unless the
5 department determines, by rule, that additional reductions in the
6 landfilling of organic materials would be more appropriately and
7 effectively achieved, at reasonable cost to regulated businesses,
8 through the establishment of a different volumetric threshold of
9 ~~((solid waste or))~~ organic waste material ~~((waste))~~ than the
10 threshold of ~~((four cubic yards of solid))~~ 96 gallons of organic
11 material waste per week.

12 (b) The following wastes do not count for purposes of determining
13 waste volumes in (a) of this subsection:

14 (i) Wastes that are managed on-site by the generating business;

15 (ii) Wastes generated from the growth and harvest of food or
16 fiber that are managed off-site by another business engaged in the
17 growth and harvest of food or fiber;

18 (iii) Wastes that are managed by a business that enters into a
19 voluntary agreement to sell or donate organic materials to another
20 business for off-site use; ~~((and))~~

21 (iv) Wastes generated in exceptional volumes as a result of a
22 natural disaster or other infrequent and unpreventable event; and

23 (v) Wastes generated as a result of a food safety event, such as
24 a product recall, that is due to foreign material or adverse
25 biological activity that requires landfill destruction rather than
26 organic material management.

27 (3) A business may fulfill the requirements of this section by:

28 (a) Source separating organic material waste from other waste,
29 subscribing to a service that includes organic material waste
30 collection and organic materials management, and using such a service
31 for organic material waste generated by the business;

32 (b) Managing its organic material waste on-site or self-hauling
33 its own organic material waste for organic materials management;

34 (c) Qualifying for exclusion from the requirements of this
35 section consistent with subsection (1)(b) of this section; or

36 (d) For a business engaged in the growth, harvest, or processing
37 of food or fiber, entering into a voluntary agreement to sell or
38 donate organic materials to another business for off-site use.

39 (4)(a) A business generating organic material waste shall arrange
40 for any services required by this section in a manner that is

1 consistent with state and local laws and requirements applicable to
2 the collection, handling, or recycling of solid and organic material
3 waste.

4 (b) Nothing in this section requires a business to dispose of
5 materials in a manner that conflicts with federal or state public
6 health or safety requirements. Nothing in this section requires
7 businesses to dispose of wastes generated in exceptional volumes as a
8 result of a natural disaster or other infrequent and unpreventable
9 event through the options established in subsection (3) of this
10 section. Nothing in this section prohibits a business from disposing
11 of nonfood organic materials that are not commingled with food waste
12 by using the services of an organic materials management facility
13 that does not accept food waste.

14 (5) When arranging for gardening or landscaping services, the
15 contract or work agreement between a business subject to this section
16 and a gardening or landscaping service must require that the organic
17 material waste generated by those services be managed in compliance
18 with this chapter.

19 (6)(a) This section does not limit the authority of a local
20 governmental agency to adopt, implement, or enforce a local organic
21 material waste recycling requirement, or a condition imposed upon a
22 self-hauler, that is more stringent or comprehensive than the
23 requirements of this chapter.

24 (b) This section does not modify, limit, or abrogate in any
25 manner any of the following:

26 (i) A franchise granted or extended by a city, county, city and
27 county, or other local governmental agency;

28 (ii) A contract, license, certificate, or permit to collect solid
29 waste previously granted or extended by a city, county, city and
30 county, or other local governmental agency;

31 (iii) The right of a business to sell or donate its organic
32 materials; and

33 (iv) A certificate of convenience and necessity issued to a solid
34 waste collection company under chapter 81.77 RCW.

35 (c) Nothing in this section modifies, limits, or abrogates the
36 authority of a local jurisdiction with respect to land use, zoning,
37 or facility siting decisions by or within that local jurisdiction.

38 (d) Nothing in this section changes or limits the authority of
39 the Washington utilities and transportation commission to regulate
40 collection of solid waste, including curbside collection of

1 residential recyclable materials, nor does this section change or
2 limit the authority of a city or town to provide the service itself
3 or by contract under RCW 81.77.020.

4 (7) The definitions in this subsection apply throughout this
5 section unless the context clearly indicates otherwise.

6 (a)(i) "Business" means a commercial or public entity including,
7 but not limited to, a firm, partnership, proprietorship, joint stock
8 company, corporation, or association that is organized as a for-
9 profit or nonprofit entity.

10 (ii) "Business" does not include a multifamily residential
11 entity.

12 (b) "Food waste" has the same meaning as defined in RCW
13 70A.205.715.

14 **PART 4**

15 **STATUS ASSESSMENT OF PRODUCE STICKER TECHNOLOGIES**

16 NEW SECTION. **Sec. 401.** STATUS ASSESSMENT OF PRODUCE STICKER
17 TECHNOLOGIES. (1) The department of ecology, in consultation with
18 the department of agriculture, must carry out a study and submit a
19 brief summary report to the legislature by September 1, 2025,
20 addressing the status of produce sticker technologies, including
21 produce sticker options that do not contain plastic stickers or
22 adhesives or that otherwise meet compostability standards.

23 (2) The study required under this section must, at minimum,
24 compare and consider the following features of produce stickers and
25 adhesives:

26 (a) Compostability, including toxic or hazardous substance
27 content;

28 (b) Performance;

29 (c) Printability; and

30 (d) Cost.

31 (3) In carrying out the study, input and information must be
32 solicited and evaluated from:

33 (a) Produce producers and packers;

34 (b) Sticker and adhesive producers;

35 (c) Other states, countries, or subnational jurisdictions that
36 have adopted standards restricting plastic produce stickers; and

37 (d) Other technical experts.

PART 5

PRODUCT DEGRADABILITY RESTRICTIONS

Sec. 501. RCW 70A.455.040 and 2022 c 180 s 803 are each amended to read as follows:

FIBER-BASED SUBSTRATES. (1) A product labeled as "compostable" that is sold, offered for sale, or distributed for use in Washington by a producer must meet at least one of the following equivalent standard specifications:

- (a) ~~((Meet))~~ ASTM standard specification D6400;
- (b) ~~((Meet))~~ ASTM standard specification D6868; ~~((or))~~
- (c) ASTM standard specification D8410;
- (d) ISO standard specification 17088;
- (e) EN standard specification 13432;
- (f) A standard specification that is substantially similar to those provided in (a) through (e) of this subsection, as determined by the department; or

(g) Be comprised only of wood, which includes renewable wood, or a fiber-based substrate ~~((only))~~ that contains:

- (i) Greater than 98 percent fiber by dry weight; and
- (ii) No plastic, plastic polymer or wax additives, or plastic or wax coatings.

(2) A product described in subsection (1)(a) ~~((or (b)))~~ through (f) of this section must:

(a) Meet labeling requirements established under the United States federal trade commission's guides; and

(b) Feature labeling that:

(i) Meets industry standards for being distinguishable upon quick inspection in both public sorting areas and in processing facilities;

(ii) Uses a logo indicating the product has been certified by a recognized third-party independent verification body as meeting the ~~((ASTM))~~ applicable standard specification;

(iii) Displays the word "compostable," where possible, indicating the product has been tested by a recognized third-party independent body and meets the ~~((ASTM))~~ applicable standard specification; and

(iv) Uses green, beige, or brown labeling, color striping, or other green, beige, or brown symbols, colors, tinting, marks, or design patterns that help differentiate compostable items from noncompostable items.

1 **Sec. 502.** RCW 70A.455.070 and 2022 c 180 s 806 are each amended
2 to read as follows:

3 FILM TINTING. (1) A producer of plastic film bags sold, offered
4 for sale, or distributed for use in Washington that does not meet the
5 applicable ASTM standard specifications provided in RCW 70A.455.050
6 is:

7 (a) Prohibited from using tinting, color schemes, labeling, or
8 terms that are required of products that meet the applicable ASTM
9 standard specifications under RCW 70A.455.050;

10 (b) Discouraged from using labeling, images, and terms that may
11 reasonably be anticipated to confuse consumers into believing that
12 noncompostable products are compostable; and

13 (c) Encouraged to use labeling, images, and terms to help
14 consumers identify noncompostable bags as either: (i) Suitable for
15 recycling; or (ii) necessary to dispose as waste.

16 (2) A producer of food service products, or plastic film products
17 other than plastic film bags subject to subsection (1) of this
18 section, sold, offered for sale, or distributed for use in Washington
19 that does not meet the applicable ASTM standard specifications
20 provided in RCW 70A.455.060 is:

21 (a) Prohibited from using labeling, or terms that are required of
22 products that meet the applicable ASTM standard specifications under
23 RCW 70A.455.060;

24 (b) Discouraged from using labeling, images, and terms that may
25 reasonably be anticipated to confuse consumers into believing that
26 noncompostable products are compostable; and

27 (c) Encouraged to use tinting, coloration, labeling, images, and
28 terms to help consumers identify film products and food service
29 packaging as either: (i) Suitable for recycling; or (ii) necessary to
30 dispose as waste.

31 (3) For the purposes of this section only:

32 (a) "Tinting" means the addition of color to a film, usually by
33 means of dye or stain, that filters light and makes the film appear a
34 certain color; and

35 (b)(i) The prohibition in subsection (1)(a) of this section on
36 "color schemes" on plastic film bags does not preclude the use of:

37 (A) Green, brown, or beige stripes that are smaller than .25 inch
38 wide and used as visual aids; and

39 (B) Green, brown, or beige lettering or logos that are used
40 solely for brand identity purposes.

1 (ii) The prohibition in subsection (1)(a) of this section on
2 color schemes on plastic film bags does prohibit the use of botanical
3 motifs, such as leaves or vines that are colored green, brown, or
4 beige, or any combination of these colors or shapes.

5 NEW SECTION. **Sec. 503.** A new section is added to chapter
6 70A.455 RCW to read as follows:

7 HOME COMPOSTABLE LABELING. A producer may only label a product as
8 being "home compostable" if:

9 (1) The product has been tested and meets ASTM standards D6400 or
10 D6868 for industrial composting settings;

11 (2) A third-party certifier has verified that the product meets
12 ASTM standards for industrial composting;

13 (3) The product is otherwise labeled in a manner consistent with
14 the requirements of this chapter, including RCW 70A.455.030,
15 70A.455.040, or 70A.455.050, as appropriate;

16 (4) The product is not labeled "home compostable only" or in a
17 manner that otherwise implies that the product is not capable of
18 being composted in industrial compost settings; and

19 (5) The producer has valid and reproducible scientific evidence
20 to support their claim that a product is home compostable, consistent
21 with federal trade commission guidelines.

22 **Sec. 504.** RCW 70A.455.090 and 2022 c 180 s 808 are each amended
23 to read as follows:

24 CONCURRENT ENFORCEMENT OF DEGRADABILITY LABELING REQUIREMENTS BY
25 CITIES AND COUNTIES. (1)(a) The department and cities and counties
26 have concurrent authority to enforce this chapter and to issue and
27 collect civil penalties for a violation of this chapter, subject to
28 the conditions in this section and RCW 70A.455.100. An enforcing
29 government entity may impose a civil penalty in the amount of up to
30 \$2,000 for the first violation of this chapter, up to \$5,000 for the
31 second violation of this chapter, and up to \$10,000 for the third and
32 any subsequent violation of this chapter. If a producer has paid a
33 prior penalty for the same violation to a different government entity
34 with enforcement authority under this subsection, the penalty imposed
35 by a government entity is reduced by the amount of the payment.

36 (b) The enforcement of this chapter must be based primarily on
37 complaints filed with the department and cities and counties. The
38 department must establish a forum for the filing of complaints.

1 Cities, counties, or any person may file complaints with the
2 department using the forum, and cities and counties may review
3 complaints filed with the department via the forum. The forum
4 established by the department may include a complaint form on the
5 department's website, a telephone hotline, or a public outreach
6 strategy relying upon electronic social media to receive complaints
7 that allege violations. The department, in collaboration with the
8 cities and counties, must provide education and outreach activities
9 to inform retail establishments, consumers, and producers about the
10 requirements of this chapter.

11 (c) A city or county that chooses to enforce the requirements of
12 this chapter within their jurisdiction must notify the department
13 with a letter of intent that includes:

14 (i) The start and any end date of the local jurisdiction's
15 enforcement activities;

16 (ii) The geographic boundaries within which the enforcement
17 activities are planned; and

18 (iii) Any technical assistance, education, or enforcement tools
19 that the city or county would like to request from the department in
20 support of local enforcement activities.

21 (2) Penalties issued by the department are appealable to the
22 pollution control hearings board established in chapter 43.21B RCW.

23 (3) The remedies provided by this section are not exclusive and
24 are in addition to the remedies that may be available pursuant to
25 chapter 19.86 RCW or other consumer protection laws, if applicable.

26 (4) In addition to penalties recovered under this section, the
27 enforcing city or county may recover reasonable enforcement costs and
28 attorneys' fees from the liable producer.

29 **PART 6**
30 **COMPOST PURCHASES**

31 **Sec. 601.** RCW 15.04.420 and 2022 c 180 s 502 are each amended to
32 read as follows:

33 COMPOST REIMBURSEMENT PROGRAM ELIGIBILITY AMENDMENT. (1)(a)
34 Subject to the availability of amounts appropriated for this specific
35 purpose, the department must establish and implement a compost
36 reimbursement program to reimburse farming operations in the state
37 for purchasing and using compost products that were not generated by
38 the farming operation, including transportation, spreading equipment,

1 labor, fuel, and maintenance costs associated with spreading
2 equipment. The grant reimbursements under the program begin July 1,
3 2023.

4 (b) For the purposes of this program, "farming operation" means:
5 A commercial agricultural, silvicultural, or aquacultural facility or
6 pursuit, including the care and production of livestock and livestock
7 products, poultry and poultry products, apiary products, and plant
8 and animal production for nonfood uses; the planting, cultivating,
9 harvesting, and processing of crops; and the farming or ranching of
10 any plant or animal species in a controlled salt, brackish, or
11 freshwater environment.

12 (2) To be eligible to participate in the reimbursement program, a
13 farming operation must complete an eligibility review with the
14 department prior to transporting or applying any compost products for
15 which reimbursement is sought under this section. The purpose of the
16 review is for the department to ensure that the proposed transport
17 and application of compost products is consistent with the
18 department's agricultural pest control rules established under
19 chapter 17.24 RCW. A farming operation must also verify that it will
20 allow soil sampling to be conducted by the department upon request
21 before compost application and until at least 10 years after the last
22 grant funding is used by the farming operation, as necessary to
23 establish a baseline of soil quality and carbon storage and for
24 subsequent department evaluations to assist the department's
25 reporting requirements under subsection (8) of this section.

26 (3) The department must create a form for eligible farming
27 operations to apply for cost reimbursement for costs from purchasing
28 and using compost from facilities with solid waste handling permits
29 or that are permit exempt, including transportation, equipment,
30 spreading, and labor costs. Compost must meet the applicable
31 requirements for compost established by the department of ecology
32 under chapter 70A.205 RCW. The department must prioritize applicants
33 who purchase and use compost containing food waste feedstocks, where
34 it is practicable for the applicant to purchase and use compost
35 containing food waste feedstocks. All applications for cost
36 reimbursement must be submitted on the form along with invoices,
37 receipts, or other documentation acceptable to the department of the
38 costs of purchasing and using compost products for which the
39 applicant is requesting reimbursement, as well as a brief description
40 of what each purchased item will be used for. The department may

1 request that an applicant provide information to verify the source,
2 size, sale weight, or amount of compost products purchased and the
3 cost of transportation, equipment, spreading, and labor. The
4 applicant must also declare that it is not seeking reimbursement for
5 purchase or labor costs for:

6 (a) Its own compost products; or

7 (b) Compost products that it has transferred, or intends to
8 transfer, to another individual or entity, whether or not for
9 compensation.

10 (4) A farming operation may submit only one application per
11 fiscal year in which the program is in effect for purchases made and
12 usage costs incurred during the fiscal year that begins on July 1st
13 and ends on June 30th. Applications for reimbursement must be filed
14 before the end of the fiscal year in which purchases were made and
15 usage costs incurred.

16 (5) The department must distribute reimbursement funds, subject
17 to the following limitations:

18 (a) A farming operation is not eligible to receive reimbursement
19 if the farming operation's application was not found eligible for
20 reimbursement by the department under subsection (2) of this section
21 prior to the transport or use of compost;

22 (b) A farming operation is not eligible to receive reimbursement
23 for more than 50 percent of the costs it incurs each fiscal year for
24 the purchase and use of compost products, including transportation,
25 equipment, spreading, and labor costs;

26 (c) ~~((A farming operation is not eligible to receive more than~~
27 ~~\$10,000 per fiscal year))~~ The department must attempt to achieve fair
28 distribution of reimbursement funding across different farm size
29 categories, based on acreage categories determined by the department,
30 and which is not to exceed a maximum of \$20,000 per fiscal year for
31 the largest farming operation category determined by the department;

32 (d) A farming operation is not eligible to receive reimbursement
33 for its own compost products or compost products that it has
34 transferred, or intends to transfer, to another individual or entity,
35 whether or not for compensation; and

36 (e) A farming operation is not eligible to receive reimbursement
37 for compost products that were not purchased from a facility with a
38 solid waste handling permit or a permit-exempt facility.

39 (6) The applicant shall indemnify and hold harmless the state and
40 its officers, agents, and employees from all claims arising out of or

1 resulting from the compost products purchased that are subject to the
2 compost reimbursement program under this section.

3 (7) There is established within the department a compost
4 reimbursement program manager position. The compost reimbursement
5 program manager must possess knowledge and expertise in the area of
6 program management necessary to carry out the duties of the position,
7 which are to:

8 (a) Facilitate the division and distribution of available costs
9 for reimbursement; and

10 (b) Manage the day-to-day coordination of the compost
11 reimbursement program.

12 (8) In compliance with RCW 43.01.036, the department must submit
13 an annual report to the appropriate committees of the legislature by
14 January 15th of each year of the program in which grants have been
15 issued or completed. The report must include:

16 (a) The amount of compost for which reimbursement was sought
17 under the program;

18 (b) The qualitative or quantitative effects of the program on
19 soil quality and carbon storage; and

20 (c) A periodically updated evaluation of the benefits and costs
21 to the state of expanding or furthering the strategies promoted in
22 the program.

23 **Sec. 602.** RCW 43.19A.150 and 2022 c 180 s 701 are each amended
24 to read as follows:

25 COMPOST PROCUREMENT REPORTING AMENDMENT. (1) By January 1, 2023,
26 the following cities or counties shall adopt a compost procurement
27 ordinance to implement RCW 43.19A.120:

28 (a) Each city or county with a population greater than 25,000
29 residents as measured by the office of financial management using the
30 most recent population data available; and

31 (b) Each city or county in which organic material collection
32 services are provided under chapter 70A.205 RCW.

33 (2) A city or county that newly exceeds a population of 25,000
34 residents after January 1, 2023, as measured by the office of
35 financial management, must adopt an ordinance under this subsection
36 no later than 12 months after the office of financial management's
37 determination that the local government's population has exceeded
38 25,000.

(3) In developing a compost procurement ordinance, each city and county shall plan for the use of compost in the following categories:

(a) Landscaping projects;

(b) Construction and postconstruction soil amendments;

(c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and

(d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

(4) Each city or county that adopts an ordinance under subsection (1) or (2) of this section must develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations in the jurisdiction's comprehensive solid waste management plan pursuant to RCW 70A.205.045.

(5) By ~~((December))~~ March 31, ~~((2024))~~ 2025, and each ~~((December))~~ March 31st ~~((of even-numbered years))~~ thereafter, each city or county that adopts an ordinance under subsection (1) or (2) of this section must submit a report covering the previous year's compost procurement activities to the department of ecology that contains the following information:

(a) The total tons of organic material diverted throughout the year and the facility or facilities used for processing;

(b) The volume and cost of compost purchased throughout the year; and

(c) The source or sources of the compost.

(6) Cities and counties that are required to adopt an ordinance under subsection (1) or (2) of this section shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.

(7) Cities and counties may enter into collective purchasing agreements if doing so is more cost-effective or efficient.

(8) Nothing in this section requires a compost processor to:

(a) Enter into a purchasing agreement with a city or county;

(b) Sell finished compost to meet this requirement; or

(c) Accept or process food waste or compostable products.

PART 7
MISCELLANEOUS

NEW SECTION. **Sec. 701.** WORK GROUP TO STUDY FOOD DONATION BY BUSINESSES. (1) The department of ecology's center for sustainable food management created in chapter 70A.207 RCW must convene a work group to address mechanisms to improve the rescue of edible food waste from commercial generators, including food service, retail establishments, and processors that generate excess supply of edible food. The work group must consider:

 (a) Logistics to phase in edible food donation programs, including incentives;

 (b) The food recovery network systems necessary to support increased donation of edible food by commercial generators;

 (c) Assess asset gaps and food infrastructure development needs. The work group must also facilitate the creation of networks and partnerships to address gaps and needs and develop innovative partnerships and models where appropriate; and

 (d) Actions taken, costs, and lessons learned by other jurisdictions in the United States that have enacted policies focused on reducing edible commercially generated food waste and from voluntary pilot projects carried out by commercial generators of food waste.

(2) The department of ecology must submit a report to the legislature by September 1, 2025, containing the recommendations of the work group. The work group shall make recommendations using consensus-based decision making. All meetings of the work group must be carried out in a virtual-only format. The report must include recommendations where general stakeholder consensus has been achieved and note varied opinions where stakeholder consensus has not been achieved.

(3) The department of ecology must select at least one member to the work group from each of the following:

 (a) Cities, including both small and large cities and cities located in urban and rural counties, which may be represented by an association that represents cities in Washington;

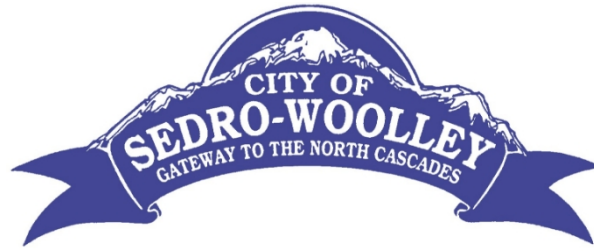
 (b) Counties, including both small and large counties and urban and rural counties, which may be represented by an association that represents county solid waste managers in Washington;

1 (c) An environmental nonprofit organization that specializes in
2 waste and recycling issues;
3 (d) A statewide organization representing hospitality businesses;
4 (e) A retail grocery association;
5 (f) The department of ecology;
6 (g) Two different nonprofit organizations that specialize in food
7 recovery and hunger issues;
8 (h) Three different hunger relief organizations that represent
9 diverse needs from throughout the state;
10 (i) The department of agriculture;
11 (j) The office of the superintendent of public instruction;
12 (k) The department of health;
13 (l) One large and one small food distribution company;
14 (m) An organization representing food processors;
15 (n) An organization representing food producers;
16 (o) A technology company currently focused on food rescue in
17 Washington; and
18 (p) Two open seats for appointed members of the work group to
19 nominate for department of ecology appointment if gaps in membership
20 are identified.

21 NEW SECTION. **Sec. 702.** SEVERABILITY CLAUSE. If any provision of
22 this act or its application to any person or circumstance is held
23 invalid, the remainder of the act or the application of the provision
24 to other persons or circumstances is not affected.

25 NEW SECTION. **Sec. 703.** If specific funding for the purposes of
26 this act, referencing this act by bill or chapter number, is not
27 provided by June 30, 2024, in the omnibus appropriations act, this
28 act is null and void.

--- END ---



City Council Agenda Item

Agenda Item No.: g.1.

Date: June 26, 2024

From:

Subject: Revisions to Council Calendar

RECOMMENDED ACTION:

ISSUE:

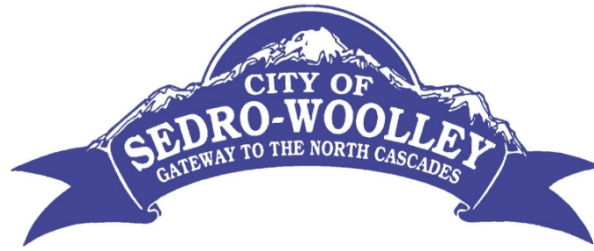
BACKGROUND/SUMMARY INFORMATION:

Discussion to potential for moving the Joint City Council Study Session and Planning Commission meeting from September 4, 2024, to Tuesday, August 20th. The council may also consider canceling the August 28th meeting and moving the Planning and Business Development Committee meeting to September 4, 2024.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: 1.1.

Date: June 26, 2024

From: Nicole McGowan, Planner

Subject: Amendments to Title 17 SWMC to Address Work/Live Units - Ordinance 2046-23 - 2nd Read, Action Requested

RECOMMENDED ACTION:

Motion to approve Ordinance 2046-23, implementing the Planning Commission recommended amendments to Title 17 SWMC to define "work/live unit," provide regulatory conditions for work/live units, and remove live/work units from the Mixed Commercial (MC) permitted uses.

ISSUE:

Should the City Council adopt the recommended amendments to Title 17 SWMC to define "work/live unit," provide regulatory conditions for work/live units, and remove live/work units from the Mixed Commercial (MC) permitted uses?

BACKGROUND/SUMMARY INFORMATION:

Live/work units are currently a permitted use in the Industrial and Mixed Commercial (MC) zones. However, SWMC 17.04.030 does not include a definition for live/work units and there are no specific regulatory conditions or parking requirements within Title 17 for work/live units.

When Ordinance No. 1484-04 was passed October 13, 2004, which added live/work units to the list of permitted uses under SWMC 17.20.010 and 17.28.010, no supplemental definition was created for live/work units under SWMC 17.04.030. Similarly, no specific regulatory conditions or parking requirements were provided for such units within Title 17. These missing pieces of information appear to have been oversights by staff. As a result, regulation of the construction of live/work units and associated parking infrastructure is difficult and left open to interpretation.

The Planning Commission studied the issue over the course of many meetings and, after hearing and considering public comment from the RJ Group (a local developer with potential interest in building these types of units), made recommendations for changes to several portions of the zoning code.

The Planning Commission recommends that the Council adopt amendments to Chapter 17.04 SWMC to include a definition for "work/live units" (associated conditions are included within the definition), to amend Chapter 17.20 SWMC to remove work/live units from the list of permitted uses in the MC zone, and to amend Chapter 17.28 SWMC to specify the parking requirements for work/live units in the Industrial zone and change the name from "live/work unit" to "work/live unit". Changing the name from

"live/work unit" to "work/live unit" emphasizes that these units are intended primarily for business use with secondary residential use. Defining "work/live units" and providing parking requirements will provide a clear guide for the city to regulate the construction and use of work/live units and associated parking infrastructure. The Planning Commission also recommends removing live/work units from the list of permitted uses in the MC zone. Mixed-use buildings are already a permitted use carefully regulated in the MC zone. Live/work units achieve the same general purpose as a mixed-use building does, but have additional limitations and requirements. Because live/work units require more specificity regarding use and ownership and, therefore, require separate and more specific regulations, the Planning Commission found that work/live units are better suited in the Industrial zone only as a practical buffer between industrial and adjacent residential zoned properties.

The Planning Commission reviewed and held a public hearing on the proposed amendments and then made a recommendation that the City Council approve the code amendments. The amendments as recommended by the Planning Commission are in the attached proposed Ordinance 2046-23 (included herein as **Attachment 1**).

The *Planning Commission Findings of Fact, Conclusions and Recommendation* (included herein as **Attachment 2**) includes the procedural history of the review process, analysis of the proposal and Planning Commission findings, conclusions and recommendations.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Ordinance - Work-Live (6-26-24)
2. PC Findings and Recmdn - Work-Live Unit Definition and Parking Requirements (4-18-23)
signed

ORDINANCE NO. 2046-23

AN ORDINANCE OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON, ADOPTING AMENDMENTS TO CHAPTER 17.04 SWMC TO DEFINE WORK/LIVE UNITS, AMENDMENTS TO CHAPTER 17.20 SWMC TO ELIMINATE LIVE/WORK UNITS FROM THE PERMITTED USES IN THE MIXED COMMERCIAL ZONE, AND AMENDMENTS TO CHAPTER 17.28 SWMC TO SPECIFY PARKING REQUIREMENTS FOR WORK/LIVE UNITS IN THE INDUSTRIAL ZONE

WHEREAS, live/work units are allowed in the Mixed Commercial (MC) and Industrial (I) zones yet live/work units are not defined nor are there currently any development regulations to address how they are allowed to be developed, and

WHEREAS, the purpose of such a unit is to allow a place where a business owner can operate their business and still have a place to live within the same building;

WHEREAS, the Planning Commission studied the purpose of live/work units in depth and determined that the name should be changed to work/live unit to reflect the intent that the units are to primarily be locations for work and residences as a secondary use and reflect the fact that they are only allowed in zones where residential uses are secondary to industrial and commercial uses, and

WHEREAS, the Planning Commission discussed possible amendments to define work/live units, specify which zones they are best suited in, and discussed parking requirements for work/live units at its August 16, 2022, January 17, 2023 and February 21, 2023 meetings; and

WHEREAS, the Planning Commission held a public hearing on March 21, 2023 to review draft amendments to Chapters 17.04, 17.20 and 17.28 SWMC and following the March 21 public hearing recommended that the City Council adopt amendments to define and address work/live units; and

WHEREAS, the proposed changes are supported by and implement the Comprehensive Plan; and

WHEREAS, pursuant to RCW 36.70A.106, a notice of intent to adopt amendments to the city development regulations was sent to the Washington State Department of Commerce on January 10, 2023 and the Commerce comment period ended March 11, 2023; and

WHEREAS, environmental review of the amendments has been completed and a Determination of Non-Significance was issued January 13, 2023; and

WHEREAS, the proposed ordinance is in the best interest of City of Sedro-Woolley citizens and promotes the health, safety and welfare of the citizens of the City of Sedro-Woolley; and

WHEREAS, the City Council adopts the forgoing as its findings of fact justifying its adoption of this Ordinance; now, therefore,

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

Section 1. SWMC 17.04.030 Definitions is hereby amended as follows:

...

“Wholesaling” means the warehousing of materials or goods for sale abroad and generally is related to shipping of materials and goods and not retail sales.

“Work/live unit” means a unit in which a residential use is located above a business use within the same building and is reserved for and regularly used by the business owner. The primary intent of a work/live unit is to provide a working business space for the business owner with a residence as a secondary use. These units are subject to the following conditions:

1. The business area function shall be limited to the first floor only of the work/live unit;
2. The business portion of the unit shall not exceed 50% of the area of the entire work/live unit;
3. All residential features must be designed and arranged to be separated from the business portion of the unit by a physical divider such as walls and a lockable door. The intent of this condition is to clearly distinguish the separation of the residential portion of the unit from the business portion;
4. The main entrance to the business shall have commercial windows and doors, shall be easily identifiable as a business space from the exterior and shall be visible and accessible from a public right-of-way or private, publicly accessible parking lot;
5. Access shall be provided to the residential portion of the work/live unit through the business portion. This condition does not preclude additional means of ingress/egress;
6. The residential portion of the unit must be inhabited by the owner of the associated business;
7. The business and residential spaces cannot be leased separately from each other;
8. The minimum size of the business portion of the unit shall not be less than 300 square feet;
9. The maximum size of the residential portion of the unit shall not exceed 1,500 square feet;
10. The use of the business portion of the unit is limited to the permitted uses of the underlying zone in which the unit is located, with the exception that office use is a specifically permitted use in the business portion of the work/live unit. Hazardous uses, storage (except accessory storage up to 10% of the space dedicated to a permitted business use) and marijuana growing, processing and/or retail are specifically prohibited uses in the business portion of the unit;
11. Work/live units are exempt from the Industrial zone use restriction “limited retail and service uses up to 5% of the total site” (SWMC Section 17.28.010 (A)(6));
12. The business portion of the unit shall be open to the public during business hours;
13. The business portion of the unit shall not be occupied by residential use;
14. The business portion of the unit must not contain any of the primary features of the residential portion of the work/live unit. Sleeping facilities are strictly prohibited. Kitchens, laundry facilities or bathrooms containing a shower or bathtub associated with the

commercial/industrial use are allowed, however, the use of such facilities shall be limited to staff and/or clientele;

15. Work/live units shall include an exterior sign with the name of the associated business. The sign shall be clearly associated with the unit and visible to pedestrians from the public right-of-way or private, publicly accessible parking lot;
16. Both residential and commercial rates will apply for permitting and monthly city utility billing purposes;
17. Work/live units shall have two water meters installed – one for the residential portion of the unit and one for the business portion;
18. The owner of a work/live business shall sign and submit a work/live agreement to the Planning Department attesting that they will comply with all applicable work/live requirements and regulations and that the business portion will not be used for any residential, storage or other non-compliant uses. The agreement shall first be approved by the Director, then recorded with the Skagit County Auditor's office. The owner shall submit proof that the agreement has been recorded with the Skagit County Auditor's office prior to issuance of the building permit;
19. Upon sale of the property, the new owner shall be required to sign and submit a new work/live agreement to the Planning Department. Once approved by the Director, the new agreement shall be recorded with the Skagit County Auditor's office. Proof that the agreement has been recorded with the Skagit County Auditor's office shall be submitted to the Planning Department;
20. To change or expand the amount of interior business or residential space, the owner must obtain all necessary permits/approvals from the City and meet all requirements prior to changing or expanding; and
21. Work/live units are permitted in the Industrial zone only along the edge(s) of an industrial zoned property where adjacent to residential zoned property. The intent of this condition is to allow work/live units as a means of creating a practical buffer between industrial and residential uses.

Section 2. SWMC 17.20.010 Use Restrictions is hereby amended as follows:

Use restrictions in the mixed commercial (MC) zone shall be as follows:

A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building (~~live/work units are specifically included~~), limited to eight such units per building;
3. *Repealed by Ord. 1709-11;*
4. Public utilities, other than wireless communications facilities;
5. Health facilities and services;
6. Alcohol production establishments, subject to the following conditions:
 - a. A minimum of 50% of the building floor area shall be designated for retail/commercial use. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area; and

- b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), “high intensity sales and service”, and (M), “industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage.”

B. Conditional Uses.

1. Quasi-public uses.
2. Wireless communications facilities.
3. Public uses.
4. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone.

Section 3. SWMC 17.28.010 Use Restrictions is hereby amended as follows:

Use restrictions in the industrial (I) zone shall be as follows:

A. Permitted Uses.

1. Office parks, medical services, wholesaling, and light manufacturing and processing;
2. Industrial equipment, supplies, services, including storage;
3. Agricultural processing;
4. Parking lots serving any use;
5. Trade schools, warehouses, storage, utilities other than wireless communications facilities, government services;
6. Limited retail and service uses up to five percent of the total site;
7. Work/live ~~Live-work~~ units as a transition between industrial and residential;
8. On-site day care serving a specified permitted use;
9. On-site recreational facilities serving a specified permitted use;
10. Adult entertainment establishments, as herein defined; provided, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any other adult entertainment establishment; and provided further, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any residential zone, seven hundred fifty feet from any school, public or private, seven hundred fifty feet from any church, and seven hundred fifty feet from any park. Distances as provided in this subsection shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel upon which the proposed use is to be located to the nearest point of the parcel property of the land use from which the proposed use is to be separated;
11. Alcohol production establishments, subject to the following conditions:
 - a. A minimum of 50% of the building floor area shall be designated for production. Outdoor seating areas are specifically excluded from floor area calculations. Any associated kitchen floor area is specifically included in the calculation for retail/commercial floor area;
 - b. The required number of parking spaces shall be calculated by using a combination of SWMC 17.36.030 (G), “high intensity sales and service”, and (M), “industry, wholesaling, warehousing, nonpassenger transportation facilities except ministorage”; and
 - c. SWMC 17.28.010(A)(6), which limits retail and service uses to 5% of the total site, does not apply.

B. Conditional Industrial Uses.

1. Vehicle wrecking yards, vehicle impound lots;
2. Power generation facilities;
3. Airports, heliports;
4. Prisons;
5. Incinerators;

6. Animal slaughtering and meat packing, food processing;
7. Wireless communication facilities;
8. On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed as a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements;
9. Garbage and/or recycling transfer stations or sorting facilities;
10. Composting facilities;
11. All uses not permitted above or otherwise prohibited.

C. Prohibited Uses. Residential uses other than those that are ancillary to an industrial use listed above.

Section 4. Title Chapter 17.28 SWMC is amended to add a new section 17.28.070 Parking for work/live units in the Industrial zone as follows:

17.28.070 Parking for Work/Live Units in the Industrial Zone.

The parking requirements for work/live units in the Industrial Zone shall be as follows:

<u>Studio</u>	<u>1 space</u>
<u>1 bedroom</u>	<u>2 spaces</u>
<u>2 bedrooms</u>	<u>2 spaces</u>
<u>3 bedrooms</u>	<u>3 spaces</u>
<u>4 or more bedrooms</u>	<u>4 spaces</u>
<u>Visitor/overflow spaces</u>	<u>1 additional space per 8 units</u>

Work/live units shall provide parking per the table above for the residential use based on the number of bedrooms in the unit. Work/live units shall also provide parking spaces for the business use per the development standards in SWMC 17.36.030.

Parking spaces counted for the residential portion of the work/live unit shall not be counted towards the parking requirements of SWMC Ch. 17.36 for the business portion.

Section 5. This ordinance shall be in force and take effect five (5) days after its publication according to law.

Section 6. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED by majority vote of the members of the Sedro-Woolley City Council this _____ day of _____, 2024, and signed in authentication of its passage this _____ day of _____, 2024.

By: _____
JULIA JOHNSON, Mayor

Attest: _____
KELLY KOHNKEN, Finance Director

Approved as to form:

NIKKI THOMPSON, City Attorney

Published:

**CITY OF SEDRO-WOOLLEY PLANNING COMMISSION
STATE OF WASHINGTON**

In the Matter of:

**PROPOSED AMENDMENTS TO TITLE 17
SWMC TO ADDRESS WORK/LIVE UNITS**

**PROPOSED AMENDMENTS TO TITLE
17 SWMC TO ADDRESS WORK/LIVE
UNITS - FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

This matter having come regularly before the City of Sedro-Woolley Planning Commission for public hearing on **Tuesday, March 21, 2023** under a request by the City Council for a public hearing and recommendation from the Planning Commission pursuant to Chapter 2.90 Sedro-Woolley Municipal Code (SWMC).

Recommendation:	The Planning Commission recommends APPROVAL of the proposed amendments to Title 17 SWMC as shown in Exhibit A of these Findings of Fact, Conclusions and Recommendation.
Hearing Date:	Tuesday, March 21, 2023
Proponent:	City of Sedro-Woolley

Description of proposal

Proposed are amendments to Chapter 17.04 SWMC to define “work/live unit” and to provide regulatory conditions for work/live units, amendments to Chapter 17.20 SWMC to remove live/work units from the Mixed Commercial (MC) permitted uses and amendments to Chapter 17.28 SWMC to change the name from “live/work unit” to “work/live unit” and to specify parking requirements for work/live units in the Industrial zone.

FINDINGS OF FACT

1. Per SWMC 2.90.070(G), this action, which requires changes to the City development regulations and underwent Planning Commission review, is processed as a Type VI action.
2. When Ordinance No. 1484-04 was passed October 13, 2004, which added live/work units to the list of permitted uses for the Mixed Commercial (MC) and Industrial (I) zones under SWMC 17.20.010 and 17.28.010, respectively, no supplemental definition was created for live/work units under SWMC 17.04.030. Similarly, no specific parking requirements were provided for such units. These missing pieces of information appear to have been oversights by staff. As a result, regulation of the construction of live/work units and associated parking infrastructure is difficult and left open to interpretation. After the Planning Department presented this issue to the City Council, the Planning Commission was approved by the Council to study the topic further

and propose changes to the zoning code that would provide a definition, regulatory conditions and specific parking requirements for live/work units.

3. The Planning Commission reviewed the proposed amendments at the August 16, 2022, January 17, February 21 and March 21, 2023 meetings. Public hearings were held at the January 17, February 21 and March 21, 2023 meetings. Public comment was provided by Scarlet Ponder, representing the RJ Group (a local developer that has shown interest in developing live/work units), at the January 17, 2023 public hearing. Scarlet voiced a number of concerns regarding several of the proposed regulatory conditions in the draft amendments. Specifically, those concerns were on the following: size limitations on the business portion of the live/work unit, the requirement that the business portion of the live/work unit be open to the public during business hours, the requirement that no primary features of the residential portion of the live/work unit are allowed in the business portion, the requirement for signage on the live/work unit with the name of the associated business, the need for clarification on utility installation and billing requirements, the live/work agreement requirement and, lastly, the limitation on the number of live/work units allowed in a commercial development. Scarlet provided public comment again at the March 21, 2023 public hearing. She gave a statement that the RJ Group appreciated the additional specificity that Planning staff worked into the latest draft of proposed amendments and that the RJ Group still has interest in a live/work project in the future. Scarlet also requested clarification on the use and requirements regarding garages.
4. Planning staff created a draft of amendments after having researched regulations for live/work and work/live units in other jurisdictions, including Bellingham, Seattle, Tacoma, Sumner and Bellevue. Comments from the RJ Group were also considered. The Planning Commission and Planning staff discussed and made changes to improve the proposed amendments throughout several meetings. The main points of discussion were requirements for construction, physical separation and access between the residential and the business portions of the units, how to prevent live/work units from reverting to purely residential use, requirements for occupancy, size limitations on the residential and business portions of the units, permitted and prohibited uses in the business portion of the unit, utility installation and billing requirements and required location of such units. Two notable changes proposed in the amendments are (1) to change the name from “live/work unit” to “work/live unit” in an effort to emphasize that these units are intended primarily for business use with secondary residential use, and (2) to remove live/work units from the list of permitted uses in the MC zone. Mixed-use buildings are already a permitted use in the MC zone, which achieve the same general purpose as a work/live unit does but are already carefully regulated in the city. The Planning Commission finds that work/live units are better suited in the Industrial zone as a practical buffer between industrial and adjacent residential zoned properties.
5. At the March 21, 2023 meeting, the Planning Commission reviewed the proposed amendments and held a public hearing. The Notice of Public Hearing was published in the legal notices section of the March 10, 2023 Skagit Valley Herald as shown in **Exhibit B**. The notice was also posted on the City website. In said notice, a deadline for written comments was set for March 21, 2023 at 4:00 PM. The Planning Department did not receive any written comments, however a comment was made at the public hearing by Scarlet Ponder, representing the RJ Group. She gave a statement that the RJ Group appreciated the additional specificity that Planning staff worked into the proposed amendments and that the RJ Group still has interest in a work/live project in the future. Scarlet also requested clarification on the use and requirements regarding garages.
6. At the March 21, 2023 public hearing, the Planning Commission made a motion to recommend that the City Council approve the proposed amendments with some minor edits requested, including amendments that clarified garage requirements. The motion to recommend approval carried 5 – 0.

7. The Planning Commission's recommended amendments are found in **Exhibit A**.

CONCLUSIONS

The Planning Commission, having reviewed the Planning Department Transmittal and Report Memorandum and hearing public testimony, makes the following conclusions:

1. Adoption of the proposed amendments to Title 17 SWMC complies with the State GMA. The draft amendments were sent to the State Department of Commerce on January 10, 2023 for 60-day review. The 60-day notice period ended March 11, 2023. A SEPA DNS (**Exhibit C**) was issued on January 13, 2023; and
2. Adoption of the proposed amendments to Title 17 SWMC is in conformance with the goals and policies of the Sedro-Woolley Comprehensive Plan.

RECOMMENDATION

Based upon the foregoing, the Planning Commission recommends approval of amendments to Title 17 SWMC, found herein as **Exhibit A**.

EXHIBITS

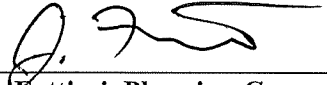
Exhibit A: Recommended amendments to Title 17 SWMC

Exhibit B: Notice of March 21, 2023 Public Hearing

Exhibit C: SEPA DNS issued January 13, 2023

CERTIFICATION

The City of Sedro-Woolley Planning Commission hereby recommends to the City Council **APPROVAL** of amendments to Title 17 SWMC to address Work/Live Units at a **REGULAR** meeting of the City of Sedro-Woolley Planning Commission held on **Tuesday, March 21, 2023** at which time a quorum was present and the decision was for approval by a vote of 5 **FOR**, 0 **AGAINST** and 0 **ABSTENTIONS**.



Joe Fattizzi, Planning Commission Chair

4-18-2023

Date

Chapter 17.04 ADMINISTRATIVE PROVISIONS

17.04.030 Definitions.

...

“Wholesaling” means the warehousing of materials or goods for sale abroad and generally is related to shipping of materials and goods and not retail sales.

“Work/Live Unit” means a unit in which a residential use is located above a business use within the same building and is reserved for and regularly used by the business owner. The primary intent of a work/live unit is to provide a working business space for the business owner with a residence as a secondary use. These units are subject to the following conditions:

1. The business area function shall be limited to the first floor only of the work/live unit;
2. The business portion of the unit shall not exceed 50% of the area of the entire work/live unit;
3. All residential features must be designed and arranged to be separated from the business portion of the unit by a physical divider such as walls and a lockable door. The intent of this condition is to clearly distinguish the separation of the residential portion of the unit from the business portion;
4. The main entrance to the business shall have commercial windows and doors, shall be easily identifiable as a business space from the exterior and shall be visible and accessible from a public right-of-way or private, publicly accessible parking lot;
5. Access shall be provided to the residential portion of the work/live unit through the business portion. This condition does not preclude additional means of ingress/egress;
6. The residential portion of the unit must be inhabited by the owner of the associated business;
7. The business and residential spaces cannot be leased separately from each other;

8. The minimum size of the business portion of the unit shall not be less than 300 square feet;
9. The maximum size of the residential portion of the unit shall not exceed 1,500 square feet;
10. The use of the business portion of the unit is limited to the permitted uses of the underlying zone in which the unit is located, with the exception that office use is a specifically permitted use in the business portion of the work/live unit. Hazardous uses, storage (except accessory storage up to 10% of the space dedicated to a permitted business use) and marijuana growing, processing and/or retail are specifically prohibited uses in the business portion of the unit;
11. Work/live units are exempt from the Industrial zone use restriction "limited retail and service uses up to 5% of the total site" (SWMC Section 17.28.010 (A)(6));
12. The business portion of the unit shall be open to the public during business hours;
13. The business portion of the unit shall not be occupied by residential use;
14. The business portion of the unit must not contain any of the primary features of the residential portion of the work/live unit. Sleeping facilities are strictly prohibited. Kitchens, laundry facilities or bathrooms containing a shower or bathtub associated with the commercial/industrial use are allowed, however, the use of such facilities shall be limited to staff and/or clientele;
15. Work/live units shall include an exterior sign with the name of the associated business. The sign shall be clearly associated with the unit and visible to pedestrians from the public right-of-way or private, publicly accessible parking lot;
16. Both residential and commercial rates will apply for permitting and monthly city utility billing purposes;
17. Work/live units shall have two water meters installed – one for the residential portion of the unit and one for the business portion;
18. The owner of a work/live business shall sign and submit a work/live agreement to the Planning Department attesting that they will comply with all applicable work/live requirements and regulations and that the business portion will not be used for any residential, storage or other non-compliant uses. The agreement shall first be approved by the Director, then recorded with the Skagit County Auditor's office. The

owner shall submit proof that the agreement has been recorded with the Skagit County Auditor's office prior to issuance of the building permit;

19. Upon sale of the property, the new owner shall be required to sign and submit a new work/live agreement to the Planning Department. Once approved by the Director, the new agreement shall be recorded with the Skagit County Auditor's office. Proof that the agreement has been recorded with the Skagit County Auditor's office shall be submitted to the Planning Department;
20. To change or expand the amount of interior business or residential space, the owner must obtain all necessary permits/approvals from the City and meet all requirements prior to changing or expanding; and
21. Work/live units are permitted in the Industrial zone only along the edge(s) of an industrial zoned property where adjacent to residential zoned property. The intent of this condition is to allow work/live units as a means of creating a practical buffer between industrial and residential uses.

Chapter 17.20

MIXED COMMERCIAL (MC) ZONE

17.20.010 Use restrictions.

Use restrictions in the mixed commercial (MC) zone shall be as follows:

A. Permitted Uses.

1. Retail, general services, recreational and cultural uses, light manufacturing, low-intensity agriculture;
2. Residential units contained above the first story of a commercial building, limited to eight such units per building;
3. *Repealed by Ord. [1709-11](#);*
4. Public utilities, other than wireless communications facilities;
5. Health facilities and services.

B. Conditional Uses.

1. Quasi-public uses.
2. Wireless communications facilities.
3. Public uses.
4. All other uses not otherwise prohibited.

C. Prohibited Uses. All uses not allowed as permitted or conditional uses are prohibited. Adult entertainment is a prohibited use in this zone. (Ord. [1840-16](#) § 1, 2016; Ord. [1709-11](#) § 1, 2011; Ord. [1522-05](#) § 1, 2005; Ord. [1484-04](#) § 7 (part), 2004; Ord. [1312-98](#) § 1 (part), 1998; Ord. [1309-98](#) § 6, 1998; Ord. [1013](#) § 2.04.01, 1985)

...

17.20.060 Parking for residential uses in the MC zone.

The parking requirements for residential uses in the MC zone shall be as follows:

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

Parking spaces counted for residential use shall not also be counted towards non-residential parking requirements of SWMC Ch. 17.36 for this zone. (Ord. 1484-04 § 7 (part), 2004)

Chapter 17.28

INDUSTRIAL (I) ZONE

Sections:

- 17.28.005 Intent.**
- 17.28.010 Use restrictions.**
- 17.28.020 Bulk restrictions.**
- 17.28.030 Minimum lot size requirements.**
- 17.28.040 Screening requirements.**
- 17.28.050 General regulations on uses and property.**
- 17.28.060 Design review.**
- 17.28.XXX Parking for work/live units in the Industrial Zone**

17.28.005 Intent.

The intent of the industrial zone is to provide appropriately located areas for manufacturing, warehousing, distribution, and office uses to enhance the city's economic base in a manner that minimizes impacts to surrounding nonindustrial zones. The standards recognize the market preferences and construction techniques characteristic of this type of use. Commercial, retail, and residential uses are permitted at a limited scale so as to preserve the majority of land in this category for industrial and business uses. (Ord. 1664-10 § 2 (Exh. E) (part), 2010; Ord. 1484-04 § 8 (part), 2004)

17.28.010 Use restrictions.

Use restrictions in the industrial (I) zone shall be as follows:

A. Permitted Uses.

1. Office parks, medical services, wholesaling, and light manufacturing and processing;
2. Industrial equipment, supplies, services, including storage;
3. Agricultural processing;
4. Parking lots serving any use;
5. Trade schools, warehouses, storage, utilities other than wireless communications facilities, government services;
6. Limited retail and service uses up to five percent of the total site;
7. Work/Live units as a transition between industrial and residential;

8. On-site day care serving a specified permitted use;
9. On-site recreational facilities serving a specified permitted use;
10. Adult entertainment establishments, as herein defined; provided, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any other adult entertainment establishment; and provided further, that no adult entertainment establishment shall be located nearer than seven hundred fifty feet from any residential zone, seven hundred fifty feet from any school, public or private, seven hundred fifty feet from any church, and seven hundred fifty feet from any park. Distances as provided in this subsection shall be measured by following a straight line, without regard to intervening buildings, from the nearest point of the property parcel upon which the proposed use is to be located to the nearest point of the parcel property of the land use from which the proposed use is to be separated.

B. Conditional Industrial Uses.

1. Vehicle wrecking yards, vehicle impound lots;
2. Power generation facilities;
3. Airports, heliports;
4. Prisons;
5. Incinerators;
6. Animal slaughtering and meat packing, food processing;
7. Wireless communication facilities;
8. On-site hazardous waste treatment and storage facilities as accessory to a permitted or conditional use are allowed as a conditional use; provided, such facilities comply with the state hazardous waste citing standards and Sedro-Woolley and State Environmental Policy Act requirements;
9. Garbage and/or recycling transfer stations or sorting facilities;
10. Composting facilities;
11. All uses not permitted above or otherwise prohibited.

C. Prohibited Uses. Residential uses other than those that are ancillary to an industrial use listed above. (Ord. 1664-10 § 2 (Exh. E) (part), 2010: Ord. 1484-04 § 8 (part), 2004: Ord. 1312-

98 § 1 (part), 1998: Ord. 1309-98 § 5, 1998; Ord. 1063 § 5 (Exh. D § 2.06.01.05), 1988; Ord. 1013 § 2.06.01, 1985)

17.28.020 Bulk restrictions.

A. Minimum Setbacks to Adjacent Zones.

1. Setbacks to Residential (R-5, R-7 and R-15) Zones. Front setbacks shall be a minimum of twenty feet. Side setbacks shall be a minimum of thirty feet. Rear setbacks shall be a minimum of thirty feet.
2. Setbacks to All Other Zones. Front setbacks on an arterial street shall be a minimum of twenty feet. Side setbacks shall be a minimum of twenty feet. Rear setbacks shall be a minimum of twenty feet.
3. Setbacks to the Industrial Zone. Buildings shall maintain a minimum ten-foot setback to all lot lines when adjacent to other properties zoned industrial.

B. Maximum building height: thirty-five feet. A variance to the maximum building height may be granted as set forth in Chapter 17.60.

Exception: sixty feet, if minimum side and rear setbacks required in subsection A of this section are doubled. (Ord. 1677-10 § 1 (part), 2010; Ord. 1664-10 § 2 (Exh. E) (part), 2010; Ord. 1522-05 § 3, 2005; Ord. 1484-04 § 8 (part), 2004; Ord. 1387-00 § 1, 2000; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.06.02, 1985)

17.28.030 Minimum lot size requirements.

There is no categorical minimum lot size for industrial uses in this zone. However, the lot size may be made a condition of approval in design review and conditional uses if relevant in those proceedings. (Ord. 1664-10 § 2 (Exh. E) (part), 2010; Ord. 1484-04 § 8 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.06.03, 1985)

17.28.040 Screening requirements.

A six-foot-tall totally sight-obscuring fence, wall or other screen of equal effectiveness shall be maintained around all industrial storage and activity areas where adjacent to or across a public right-of-way from any other zone. The planning director may waive the screening requirement in a case where a permanent feature (such as an elevated railroad grade) that meets the screening requirements exists between the project and adjacent property. The screening requirements in Section 17.50.120 shall also apply. In the case of conflict between screening requirements, the higher standards shall apply. (Ord. 1664-10 § 2 (Exh. E) (part), 2010; Ord. 1484-04 § 8 (part), 2004; Ord. 1312-98 § 1 (part), 1998; Ord. 1013 § 2.06.04, 1985)

17.28.050 General regulations on uses and property.

The following provisions shall apply to all new and expanded uses within this zone when located adjacent to a residential zoned district:

- A. There shall be no unusual fire, explosion, or safety hazards;
- B. Sound levels are not to exceed levels established by noise control regulations of the Department of Labor and Industries. Maximum permissible environmental noise levels are not to exceed the levels of the environmental designations for noise abatement (EDNA) as established by the state of Washington, Department of Ecology (WAC 173-60-040);
- C. Pollution standards set by regional, state, or federal pollution control commissions or boards shall apply to all uses;
- D. There shall be no production of heat, glare, or vibration perceptible from any property line of the premises upon which such heat, glare, or vibration is being generated;
- E. If less intense uses are proposed, they shall be located adjacent to the residential zoning to lessen the impacts of the industrial activity. Uses such as work/live units, parking areas, office buildings, stormwater facilities and open spaces should be used as a transition between industrial and residential zoning. (Ord. 1664-10 § 2 (Exh. E) (part), 2010: Ord. 1484-04 § 8 (part), 2004: Ord. 1387-00 § 2, 2000)

17.28.060 Design review.

All developments in this zone which are subject to environmental review shall comply with the design review standards of Chapter 15.44 for conformance with this and other provisions of the city code. (Ord. 1664-10 § 2 (Exh. E) (part), 2010: Ord. 1484-04 § 8 (part), 2004)

17.28.070 Parking for Work/Live Units in the Industrial Zone.

The parking requirements for work/live units in the Industrial Zone shall be as follows:

Studio	1 space
1 bedroom	2 spaces
2 bedrooms	2 spaces
3 bedrooms	3 spaces
4 or more bedrooms	4 spaces
Visitor/overflow spaces	1 additional space per 8 units

Work/live units shall provide parking per the table above for the residential use based on the number of bedrooms in the unit. Work/live units shall also provide parking spaces for the business use per the development standards in SWMC 17.36.030.

Parking spaces counted for the residential portion of the work/live unit shall not be counted towards the parking requirements of SWMC Ch. 17.36 for the business portion.

NOTICE OF PUBLIC HEARING

CITY OF SEDRO-WOOLLEY

Amendments to Development Regulations

Hybrid Meeting

City of Sedro-Woolley Council Chamber and Virtually via Zoom Webinar

The City of Sedro-Woolley Planning Commission will hold a public hearing on **March 21, 2023 at 6:30 PM** in the Sedro-Woolley Council Chamber and virtually via Zoom Webinar, to hear testimony regarding following proposed amendments to the City Development Regulations:

1. Possible amendments to Chapter 17.04 SWMC to Add a Definition for Work/Live Unit and Amendments to Chapters 17.20 and 17.28 SWMC to Specify Parking Requirements for Work/Live Units.

Interested parties can comment on the proposed changes in writing or at the hearing. Written comments will be read into the public record and **must be received by 4:00PM March 21, 2023** to be considered at this public hearing. Send written comments to: City of Sedro-Woolley Planning Department, ATTN: Assistant Planner, 325 Metcalf Street, Sedro-Woolley, Washington, 98284, or by email to nmcgowan@sedro-woolley.gov.

Please go to the Planning Commission Meetings page on the Sedro-Woolley website (<https://www.ci.sedro-woolley.wa.us/>) to find the meeting materials and a link to join the webinar.

Published in the Skagit Valley Herald: March 10, 2023

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

Project Descriptions: Non-project action to amend Chapter 17.04 of the Sedro-Woolley Municipal Code (SWMC) to define “Live/Work Unit” and to amend Chapters 17.20 and 17.28 of the SWMC to specify parking requirements for live/work units.

Also a non-project action to amend SWMC 17.04.030 to define “Alcohol Production Establishment”, to amend SWMC 17.20.010 and 17.28.010 to add alcohol production establishments as a permitted use in the Mixed Commercial and Industrial zones, and to amend SWMC 17.24.010 to add alcohol production establishments as a conditional use in the Central Business District zone.

Proponent: City of Sedro-Woolley Planning Department

Location of Project, Including Street Address: No specific addresses, non-project actions.

Lead Agency, City of Sedro-Woolley: The lead agency for these proposals has determined that neither project has a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required for either project under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on these proposals for 14 days from the date of issue. Comments must be received by **January 27, 2023**. Per SWMC 2.88.170, you may appeal this threshold determination in writing to the City of Sedro-Woolley Planning Department no later than 4:30 PM on **February 10, 2023**. Written appeals must be submitted to the Sedro-Woolley Planning Department, 325 Metcalf Street, Sedro-Woolley, Washington, 98284. Contact the Planning Director at (306) 855-0771 or electronically at jcoleman@sedro-woolley.gov to read or ask about the procedures for SEPA appeals.

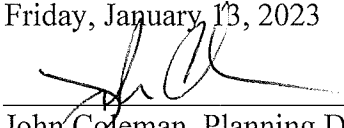
Responsible SEPA Official: Planning Director – City of Sedro-Woolley

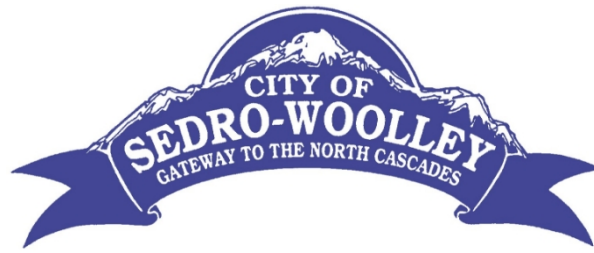
Contact Person: John Coleman, Planning Director

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

Date of Issue: Friday, January 13, 2023

Signature:


 John Coleman, Planning Director



City Council Agenda Item

Agenda Item No.: 1.2.

Date: June 26, 2024

From: Mark Freiburger, Director of Public Works

Subject: 2025-2030 Six-Year Transportation Improvement Program - 2nd Read and Possible Action

RECOMMENDED ACTION:

Motion to adopt Resolution 1146-24 adopting the 2025-2030 Transportation Improvement Program.

ISSUE:

Shall the Council move to adopt Resolution 1146-24 adopting the 2025-2030 Transportation Improvement Program?

BACKGROUND/SUMMARY INFORMATION:

Each year, all agencies who are eligible for federal and state funding programs must submit **Six Year Transportation Improvement Program** documents to the state for inclusion in the statewide Transportation Improvement Program. The local agency TIP must include all projects that are selected for funding or anticipating funding under the Federal program for the next three years and includes projects eligible for such funding over six years. Project inclusion on the TIP is required to qualify for federal and most state funding. Because of these requirements, the city updates the TIP each year and coordinates this with the Comprehensive Plan and Transportation Plan. The council adopted the 2024 to 2029 TIP on June 28, 2023, under Resolution 1124-23.

A public hearing regarding the TIP and adoption of the TIP by Council Resolution is required. This year's public hearing was held on June 12, 2024, at the council meeting. The approved TIP is due to Skagit Metropolitan Planning Organization (SMPO) by July 31, 2024. After completing their review, the MPO will forward the combined TIP for member agencies to the County and the State.

The attached 2025-2030 Six Year Transportation Improvement Program is prepared in the format required by WSDOT, which results in individual sheets for each project, with 20 total.

The TIP has been updated from the 2024-2029 version to include current anticipated schedules, funding, and updated cost estimates. Note that projects already obligated or scheduled for completion in 2024, including Project SW40 North Reed Street Overlay Project 1 and SW62 North Reed Street Overlay Project 2 do not appear on the 2025-2030 TIP.

Since the TIP is somewhat difficult to interpret by individual projects, attached is a tabular version of the TIP Project List titled "**2025-2030 TIP PROJECT LIST.**"

Also attached are **Figure 7 “State Highway Improvement Projects – 2024 Update”** and **Figure 8 “Arterial Improvement Projects 2024 Update”** from the Comprehensive Plan which combine to show all TIP projects over the twenty-year planning period, excluding the annual overlay projects. The projects shown on the 2025-2030 TIP Project List are consistent with Chapter 3 Transportation Element of the 2016 Comprehensive Plan as updated in 2018. They are also consistent with the 2024 Transportation Impact Fee Project List Update adopted by council as part of the Master Fee Schedule on February 14, 2024, under Resolution 1141-24 as part of the Master Fee Schedule update.

Changes of note since the adoption of the 2024-2029 TIP are as follows:

- Updated estimates and construction years for the various projects making up the Jones/John Liner/Trail Road Corridor Projects based on the 2024 RAISE grant application updates.
- Updated estimates as needed for other projects, including overlays.
- Moved the SR20/Reed Street Intersection Improvements project to 2031.
- Moved the Cook Road/South Trail Road Intersection Improvements from 2026 to 2027.
- Moved the SR20/Cascade Trail Phase 2A Holtcamp Road to Hodgkin Road project construction year to 2025.
- Moved the SR20/Cascade Trail West Extension Phase 2A Holtcamp Road to Hodgkin Street from 2024 to 2025.
- Added Project SW68, F&S Grade Road, Murrow Street to Bucko Street Sidewalk Project.

The CN year changes can be seen by comparing the 2024-2029 TIP CN Year column shown in gray scale with the 2025-2030 CN Year Column on the 2025-2030 TIP PROJECT LIST.

As is usual with the TIP project list, the timing of the projects is subject to funding availability. The schedule assumes an aggressive program and will be revised annually as circumstances develop.

FISCAL IMPACT, IF APPROPRIATE:

Attached is the updated Arterial Project Listing showing the revised years for projects from 2025 to 2028. The projects as shown are fiscally constrained. This is a work in progress and is adjusted periodically as grant opportunities mature. The next major review will be done when the 2024 RAISE Grant awards are announced.

ATTACHMENTS:

1. Res 1146-24 TIP 2025-2030 with Attachment A
2. 2024-5-22 Arterial Project Listing by Funding Source

RESOLUTION 1146-24

A RESOLUTION ADOPTING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE CITY OF SEDRO-WOOLLEY,
WASHINGTON
2025 – 2030

WHEREAS, pursuant to the provisions of Chapter 195 of the 1961 Session Laws of the State of Washington, Chapter 83 of the 1967 First Extraordinary Session of Laws of the State of Washington and RCW 35.77.101, the City Council of the City of Sedro-Woolley shall adopt a comprehensive Six-Year Transportation Improvement Program (TIP), and,

WHEREAS a public hearing was called by the City Council for the purpose of adopting said comprehensive Six-Year TIP on June 12, 2024, at approximately 6:00 p.m., at the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, Washington, and it appeared that adoption of the Six Year Transportation Program will be good for the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sedro-Woolley that the 2025 – 2030 comprehensive Six Year Transportation Improvement Program of the City of Sedro-Woolley, Washington, attached as EXHIBIT A, as adopted at said public hearing is hereby adopted and approved as the 2025 – 2030 comprehensive Six Year Transportation Improvement Program of said City.

BE IT FURTHER RESOLVED that a copy of this street program, together with a copy of this resolution shall be filed with the Skagit MPO for inclusion in the Regional Six Year Transportation Improvement Program within the next 30 days: together with copies of each with the Washington State Department of Transportation Local Programs Engineer, and the Transportation Improvement Board.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
26th DAY OF JUNE 2024.

MAYOR JULIA JOHNSON

ATTEST:

APPROVED AS TO FORM:

Kelly Kohnken
City Finance Director

Nikki Thompson
City Attorney



CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiburger, PE
Director of Public Works

EXHIBIT A

ATTACHED TO: Resolution 1146-24

CONTENTS:

1. 2025-2030 TIP Project List dated 6/12/2024
2. 20 Sheets including 2025-2030 Transportation Improvement Program Projects – Priority 1 through 20.
3. Figure 7 State Highway Improvement Projects Map 2024 Update
4. Figure 8 Arterial Improvement Projects Map 2024 Update



2025-2030 TIP PROJECT LIST

REVISED: 6/12/2024

Sedro-Woolley Transportation Improvement Program and Projects

MAP ID ⁽¹⁾	2025 - 2030 TIP Project	2025-2030 TIP CN Year	2024 - 2029 TIP CN Year	2025 -2030 TIP Priority No.	2024 - 2029 TIP Priority No.	Project Name	Project Limits	Project Description	Priority	In Existing TIP (2024)? ⁽²⁾	Total Cost 2024 (\$1,000's) (3)(4)
S17	SW41	PE/RW 2022-4 CN 2025	PE/RW 2022-3 CN 2024	1	1	SR9N/Township St & John Liner/McGarigle Intersection Improvements	SR9 MP 57.38 to MP 57.48	Intersection Improvements, including Single Lane Roundabout.	High	Yes	4,255
S14C	SW42	PE 2018-24; RW 2023-24, CN 2025	PE 2018-23; RW 2023, CN 2024	2	2	SR20/Cascade Trail West Extension Phase 2A, Holtcamp Road to Hodgkin Street	SR20 MP 63.64 Holtcamp Rd to SR20 MP 64.21 Hodgkin Street (3,000 LF)	Construct a shared use path along the north side of SR20 from Holtcamp Road to Hodgkin Street. PE Phase \$81,000 obligated 6/21/2018. RW Phase \$44,500 obligated 9/16/22. Addl RW funds \$51,900 obligated xxxx; rev total \$900,500. Includes TIB	High	Yes	960.5
C9A-1	SW55-1	PE 23/24; CN 24/25	PE 2023; CN 2024	3	8	North Trail Road Arterial Extension - Bucko	Cook Rd to Bucko Plat N Boundary (1,350 LF)	Construct new major collector. Functional Classification 2020. Participate in Bucko Plat development from Cook to N Boundary. City commitment \$358,000; PE \$54,000; CN \$272,000. May be some RW differential as well. Will adjust with actual.	Medium	Yes	2,416
C40	SW 63	2025	2026	4	11	Township Street Overlay Project 1 (crack sealed in 2018; 2021)	State to SR20 (2,580 LF)	Grind and overlay; upgrade ADA ramps.	High	Yes	672
C1B	SW06	PE 2025; RW 2026; CN 2027	PE 24-25; RW 24-25; CN 2026	5	5	Jones/John Liner RR Undercrossing & Roadway Extension Phase 2-B Excludes BNSF Bridge (2024 RAISE Component 1)	Sapp Road to Reed Street (1,000 lf)	Construct new BNSF RR undercrossing and new major collector from East Jones Road to John Liner Road, including drainage, curbs, sidewalks, HMA, pavement markings and illumination.	High	Yes	10,628
C1C	SW08A	PE 24-25; RW 2027; CN 2028	PE 23-24; RW 2025; CN 2026	6	6	John Liner Road, Reed to Township Bicycle/Pedestrian Improvements	Reed Street to SR9/Township Street (2,000 LF)	Construct shared use path on the north side of John Liner Road from Reed to Township, including drainage and illumination. Possible linked project with SW59.	High	Yes	698
C1D	SW59	PE 2024; RW 2027; CN 2028	PE 2024; RW 2027; CN 2028	7	7	John Liner Road Arterial Improvements	N Reed Street to SR9/Township Street (2,000 LF)	Reconstruct to major collector section including drainage, curbs, sidewalk, shared use path, HMA, pavement markings and illumination. Adjusted for SW08A overlap.	Medium	Yes	2,519
C3	SW25	PE 2025; RW 2026; CN 2027	PE 2024; RW 2025; CN 2026	8	10	Cook Road / South Trail Road Intersection Improvements (2024 RAISE Component 3)	Trail Road to Trail Road	Reconstruct intersection with traffic signal or Roundabout.	High	Yes	4,334
C9A-2	SW55	PE 2025; RW 2026; CN 2027	PE 2027; RW 2027; CN 2028	9	12	North Trail Road Arterial Extension (2024 RAISE Component 2)	Bucko Plat N Boundary to F&S Grade Rd (850 LF)	Construct new major collector. Functional Classification 2020. Bucko Plat development from Cook to N Boundary Bucko funded separately. Advance Acq of Tuttle Property completed 2023 est. \$642.	Medium	Yes	2,882
C41	SW64	2026/2027	2027	10	13	Township Street Overlay Project 2 (crack sealed in 2018; 2021)	Dunlop to State (3,590 LF)	Grind and overlay; upgrade ADA ramps..	Medium	Yes	1,040
C1A	SW07	PE 2025; RW 2027; CN 2028/29	PE 2027; RW 2027; CN 2028	11	14	Jones Road Arterial Improvements	F&S Grade Rd to Sapp Road (4,000 LF)	Reconstruct to major collector section including drainage, curbs, sidewalk, shared use path, HMA, pavement markings and illumination.	High	Yes	9,876
C19	SW20	PE 2025; RW 2027; CN 2028/29	PE 2027; RW 2027; CN 2028	12	15	Patrick Street Arterial Extension - Developer driven project (CLASSIFIED)	Michael Street to East Jones Road (1,200 LF)	New major collector with drainage, curbs, sidewalks, HMA, pavement markings, illumination. RW donation expected.	Medium	Yes	2,724
S14D-1	SW43	PE 2026; RW 2027; CN 2026	PE 2024; RW 2025; CN 2026	13	18	SR20/Cascade Trail West Extension Phase 2B Hospital Drive to Holtcamp Road	SR20 MP 63.35 Hospital Drive to MP 63.64 Holtcamp Rd (1,550 LF)	Construct a shared use path along the north side of SR20 from Hospital Drive to Holtcamp Road	Medium	Yes	724.5
C35	SW65	2028	2028	14	16	West State Street Overlay (Crack sealed in 2018)	Maple to Rita (1,900 LF x 30 LF)	Grind and overlay; upgrade ADA ramps..	Medium	Yes	393
C42-1	SW67	2029	2029	15	19	Ferry Street Overlay Project 1 (Crack sealed in 2017)	Metcalf to Haines (1,450 LF)	Grind and overlay; upgrade ADA ramps.	Medium	Yes	544
C3A	SW66	PE 2028; RW 2029; CN 2030	PE 2028; RW 2028; CN 2029	16	17	Cook Road / North Trail Road Intersection Improvements	Trail Road to Trail Road	Reconstruct intersection with traffic signal or Roundabout. Advance Acq Nelson completed 2023 est \$655. Additional RW required.	Medium	Yes	4,900



2025-2030 TIP PROJECT LIST

REVISED: 6/12/2024

Sedro-Woolley Transportation Improvement Program and Projects

MAP ID ⁽¹⁾	2025 - 2030 TIP Project	2025- 2030 TIP CN Year	2024 - 2029 TIP CN Year	2025 -2030 TIP Priority No.	2024 - 2029 TIP Priority No.	Project Name	Project Limits	Project Description	Priority	In Existing TIP (2024)? ⁽²⁾	Total Cost 2024 (\$1,000's) (3)/(4)
S14D-2	SW69	PE 2028, RW 2029, CN 2030	2030	17		SR20/Cascade Trail West Extension Phase 2C Collins Road to Hospital Drive (formerly part of SW43)	SR20 MP 63.06 Collins Rd to MP 63.35 Hospital Drive (1,530 LF)	Construct a shared use path along the north side of SR20 from Collins Road to Hospital Drive (New section - split from SW43)	Medium	Yes	649
C42-2	SW70	2030	2030	18		Ferry Street Overlay Project 2 (Crack sealed in 2017)	Haines to Township (1,590 LF)	Grind and overlay; upgrade ADA ramps.	Medium	No	605
NEW	SW68	2030		19		F&S Grade Road, Murrow Street to Klinger Street Street Sidewalk Project (2,600 LF)	Murrow Street to Klinger Street	Construct a 6' Sidewalk on the south side of F&S Grade Road, including Brickyard Creek crossing	Medium	No	550
C13A	SW71	2030	2030	20		Rhodes Road Overlay (chip seal in 2019)	SR20 to City Limits (510 LF)	Grind and overlay; upgrade ADA ramps.	High	Yes	93
						SUBTOTAL 2025-2030 ALL PROJECTS					51,463
						SUBTOTAL 2025-2030 - TIF ELIGIBLE PROJECTS					47,566
						SUBTOTAL 2025-2030 - OTHER PROJECTS					3,897

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	1	SR9N/Township St & John Liner/McGarigle Intersection Improvements SR 9 MP 57.38 to MP 57.48 Intersection Improvements, including Single Lane Roundabout.	SW41	06/12/24	06/26/24		1146-24	03	C G O P S T W	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2025		0	TIB	1,737,716	434,429	2,172,145
Totals				0		1,737,716	434,429	2,172,145

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	2,172,145	0	0	0	0
Totals	2,172,145	0	0	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	2	/ 0020(200) SR20/Cascade Trail West Extension Phase 2A, Holtcamp Road to Hodgins Street SR 20 MP 63.64 Holtcamp Rd to MP 64.21 Hodgins Street Construct a shared use path along the north side of SR20 from Holtcamp Road to Hodgins Street.	SW42	06/12/24	06/26/24		1146-24	28	C G P S T W	0.570	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2025	STBG(UM)	408,742	TIB	326,000	60,258	795,000
Totals				408,742		326,000	60,258	795,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	795,000	0	0	0	0
Totals	795,000	0	0	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	3	North Trail Road Arterial Extension - Bucko North Trail Road Cook Road to N Boundary Bucko Plat Construct new major collector.	SW55-1	06/12/24	06/26/24		1146-24	01	W	0.260	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0		0	2,416,000	2,416,000
Totals				0		0	2,416,000	2,416,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	2,416,000	0	0	0	0
Totals	2,416,000	0	0	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	4	Township Street Overlay Project 1 Township Street State Street to SR20 Grind and overlay, upgrade ADA Ramps	SW63	06/12/24	06/26/24		1146-24	05	G S W	0.490	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0	TIB	571,200	100,800	672,000
Totals				0		571,200	100,800	672,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	672,000	0	0	0	0
Totals	672,000	0	0	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	5	Jones/John Liner RR Undercrossing & Roadway Extension Phase 2 John Liner Road Sapp Road to Reed Street Construct new BNSF RR undercrossing from East Jones Road to John Liner Road, including drainage, curbs, sidewalks, shared use path, HMA, pavement markings and illumination	SW06	06/12/24	06/26/24		1146-24	01	C G P S W	0.190	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	RAISE	976,286		0	152,368	1,128,654
P	RW	2026	RAISE	1,539,610		0	240,286	1,779,896
P	CN	2027	RAISE	5,986,804	TIB	466,900	620,116	7,073,820
S	CN	2028	STBG(UM)	558,800		0	87,212	646,012
Totals				9,061,500		466,900	1,099,982	10,628,382

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	677,192	451,462	0	0	0
RW	0	1,779,896	0	0	0
CN	0	0	7,073,820	646,012	0
Totals	677,192	2,231,358	7,073,820	646,012	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	6	/ 7390(002) John Liner Road, Reed to Township Bicycle/Pedestrian Improvements John Liner Road Reed Street to SR9/Township Street Construct paved, separated trail with physical buffer between pedestrians and roadway on the north side of John Liner Road from Reed to Township, including drainage and additional lighting.	SW08A	06/12/24	06/26/24		1146-24	28	P S T W	0.370	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2028	STBG(UM)	442,015		0	68,985	511,000
Totals				442,015		0	68,985	511,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	511,000	0
Totals	0	0	0	511,000	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	7	/ 7390(003) John Liner Road Arterial Improvements John Liner Road N Reed Street to SR9/Township Street Reconstruct John Liner Road including drainage, curbs, sidewalk, shared use path, HMA, pavement markings and illumination.	SW59	06/12/24	06/26/24		1146-24	04	C G P S T W	0.380	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2027	STBG(UM)	210,089		0	32,788	242,877
S	CN	2028	STBG(UM)	617,956		0	96,444	714,400
P	CN	2028		0	TIB	1,300,000	0	1,300,000
Totals				828,045		1,300,000	129,232	2,257,277

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	0	0	242,877	0	0
CN	0	0	0	2,014,400	0
Totals	0	0	242,877	2,014,400	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	8	Cook Road/South Trail Road Intersection Improvements Cook Road Trail Road to Trail Road Reconstruct intersection with Roundabout	SW25	06/12/24	06/26/24		1146-24	03	C G O P S T W	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	STBG(UM)	469,994		0	73,352	543,346
P	RW	2026	RAISE	64,135		0	10,009	74,144
P	CN	2027	RAISE	3,158,950		0	557,462	3,716,412
Totals				3,693,079		0	640,823	4,333,902

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	543,346	0	0	0	0
RW	0	74,144	0	0	0
CN	0	0	3,716,412	0	0
Totals	543,346	74,144	3,716,412	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	9	North Trail Road Arterial Extension Trail Road Bucko Plat to F&S Grade Road Construct new major collector.	SW55	06/12/24	06/26/24		1146-24	01	S W	0.160	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	RAISE	246,881		0	61,720	308,601
P	RW	2027	RAISE	32,113		0	8,028	40,141
P	CN	2028	RAISE	2,026,356		0	506,589	2,532,945
Totals				2,305,350		0	576,337	2,881,687

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	308,601	0	0	0	0
RW	0	0	40,141	0	0
CN	0	0	0	2,532,945	0
Totals	308,601	0	40,141	2,532,945	0

Six Year Transportation Improvement Program

From 2025 to 2030

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County: Skagit

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	10	Township Street Overlay Project 2 Township Street Dunlop Street to State Street Grind and overlay; upgrade ADA ramps	SW64	06/12/24	06/26/24		1146-24	05	G S W	0.680	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		0	TIB	884,000	156,000	1,040,000
Totals				0		884,000	156,000	1,040,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	540,000	500,000	0	0
Totals	0	540,000	500,000	0	0

Six Year Transportation Improvement Program
From 2025 to 2030

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County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	11	Jones Road Arterial Improvements Jones Road F&S Grade Road to Sapp Road Reconstruct to major collector section including drainage, curbs, sidewalk, shared use path, HMA, pavement markings and illumination	SW07	06/12/24	06/26/24		1146-24	03	C G P S T W	0.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	RAISE	826,859		0	206,715	1,033,574
P	RW	2027	RAISE	221,538		0	55,384	276,922
P	CN	2028	RAISE	6,852,610		0	1,713,153	8,565,763
Totals				7,901,007		0	1,975,252	9,876,259

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	1,033,574	0	0	0	0
RW	0	0	276,922	0	0
CN	0	0	0	565,763	8,000,000
Totals	1,033,574	0	276,922	565,763	8,000,000

Six Year Transportation Improvement Program
From 2025 to 2030

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	12	Patrick Street Arterial Extension Patrick Street Michael Street to East Jones Road New major collector with drainage, curbs, sidewalks, HMA, pavement markings, illumination	SW20	06/12/24	06/26/24		1142-24	01	C G P S T W	0.220	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	RAISE	244,905		0	61,226	306,131
P	CN	2028	RAISE	1,933,934		0	483,483	2,417,417
Totals				2,178,839		0	544,709	2,723,548

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	306,131	0	0	0	0
CN	0	0	0	2,417,417	0
Totals	306,131	0	0	2,417,417	0

Six Year Transportation Improvement Program
From 2025 to 2030

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Y Inside

N Outside

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03	13	SR20/Cascade Trail West Extension Phase 2B Hospital Drive to Holtcamp Road SR 20 MP 63.35 to MP 63.64 Construct a shared use path along the north side of SR20 from Hospital Drive to Holtcamp Road.	SW43	06/12/24	06/26/24		1146-24	28	P S T W	0.290	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2026	TA(UM)	104,665		0	16,335	121,000
S	RW	2027	TA(UM)	16,868		0	2,632	19,500
S	CN	2028	TA(UM)	224,468		0	35,032	259,500
P	CN	2028		0	TIB	324,500	0	324,500
Totals				346,001		324,500	53,999	724,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	121,000	0	0	0
RW	0	0	19,500	0	0
CN	0	0	0	584,000	0
Totals	0	121,000	19,500	584,000	0

Six Year Transportation Improvement Program
From 2025 to 2030

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County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	14	W State Street Overlay W State Street Maple Street to Rita Street Grind and overlay; ADA ramp upgrade.	SW65	06/12/24	06/26/24		1146-24	05	G S W	0.360	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0	TIB	334,050	58,950	393,000
Totals				0		334,050	58,950	393,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	393,000	0
Totals	0	0	0	393,000	0

Six Year Transportation Improvement Program
From 2025 to 2030

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	15	Ferry Street Overlay Project 1 - Metcalf Street to Haines Street Ferry Street Metcalf Street to Haines Street Grind and overlay; upgrade ADA ramps.	SW67	06/12/24	06/26/24		1142-24	05	G P S T W	0.270	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2029		0	TIB	462,400	81,600	544,000
Totals				0		462,400	81,600	544,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	544,000
Totals	0	0	0	0	544,000

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	16	Cook Road/North Trail Road Intersection Improvements Cook Road Cook Road to Cook Road Reconstruct intersection with roundabout.	SW66	06/12/24	06/26/24		1146-24	03	P S T W	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0	TIB	469,027	82,769	551,796
P	RW	2029		0	TIB	192,131	33,905	226,036
P	CN	2030		0	TIB	3,503,544	618,273	4,121,817
Totals				0		4,164,702	734,947	4,899,649

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	551,796	0
RW	0	0	0	0	226,036
CN	0	0	0	0	4,121,817
Totals	0	0	0	551,796	4,347,853

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	17	SR20/Cascade Trail West Extension Phase 2C Collins Road to Hospital Drive SR 20 63.06 to 63.35 Construct a shared use path along the north side of SR20 from Collins Road to Hospital Drive	SW69	06/12/24	06/26/24		1146-24	21		0.290	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029	STBG(UM)	65,204		0	10,176	75,380
P	CN	2030	STBG(UM)	496,078		0	77,422	573,500
Totals				561,282		0	87,598	648,880

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	75,380	0
CN	0	0	0	0	573,500
Totals	0	0	0	75,380	573,500

Six Year Transportation Improvement Program

From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	18	Ferry Street Overlay Project 2 - Haines Street to Township Street Ferry Street Haines Street to Township Street Grind and overlay: upgrade ADA ramps.	SW70	06/12/24	06/26/24		1146-24	05		0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2030		0	TIB	514,250	90,750	605,000
Totals				0		514,250	90,750	605,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	605,000
Totals	0	0	0	0	605,000

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	19	F& S Grade Road, SR20 to Bucko Street Sidewalk Project F&S Grade Road Murrow Street to Bucko Street Construct 6' Sidewalk on the south side of F&S Grade Road from Murrow Street to Bucko Street	SW68	06/12/24	06/26/24		1146-24	21		0.090	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2030		0	TIB	85,000	15,000	100,000
Totals				0		85,000	15,000	100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	100,000
Totals	0	0	0	0	100,000

Six Year Transportation Improvement Program
From 2025 to 2030

Agency: Sedro Woolley

County: Skagit

MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	20	Rhodes Road Overlay Rhodes Road SR20 to City Limits Grind and overlay; upgrade ADA ramps.	SW71	06/12/24	06/26/24		1146-24	05		0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2030		0	TIB	79,050	13,950	93,000
Totals				0		79,050	13,950	93,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	93,000
Totals	0	0	0	0	93,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Sedro Woolley	27,725,860		11,249,768	9,339,601	48,315,229

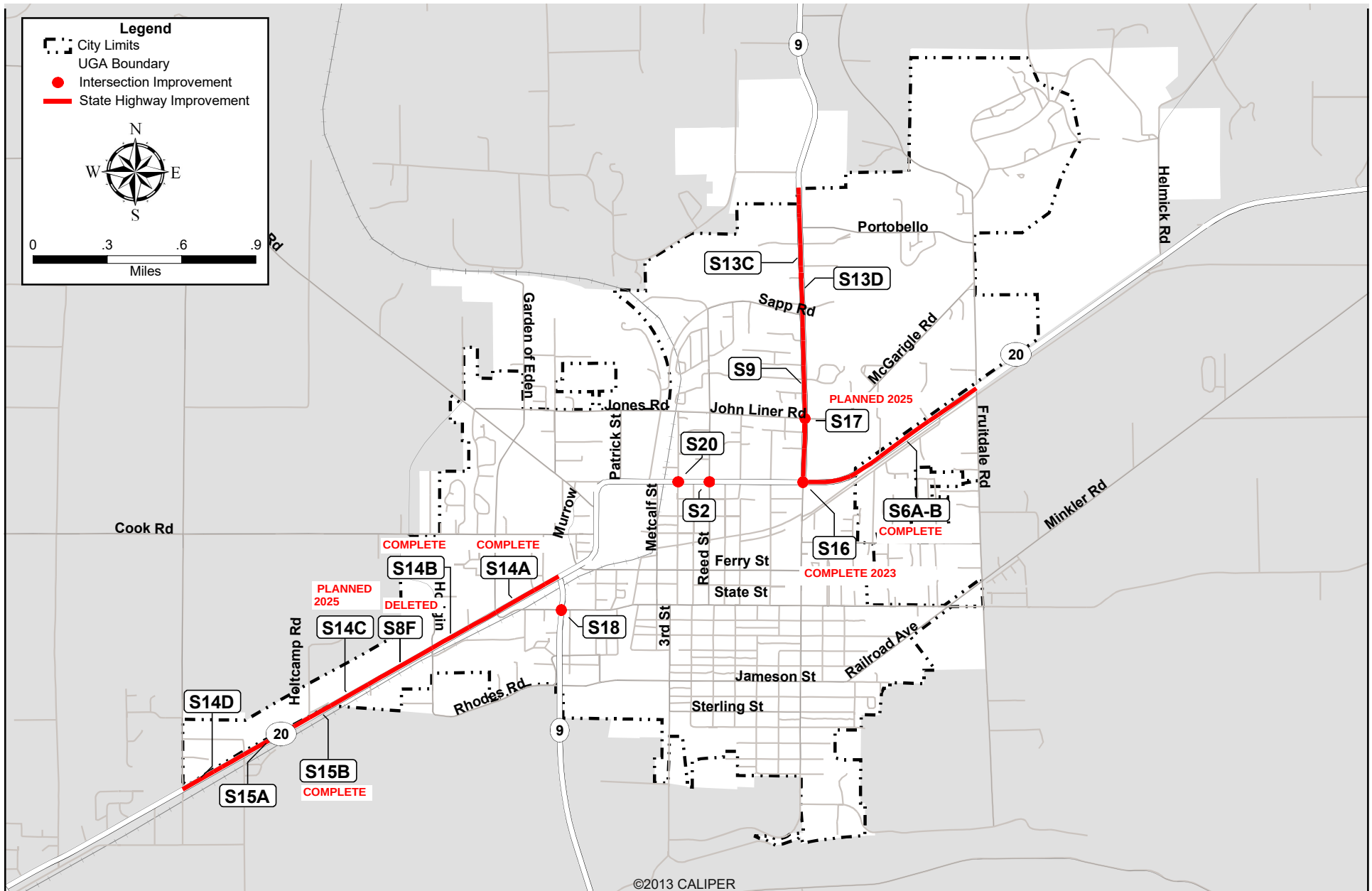
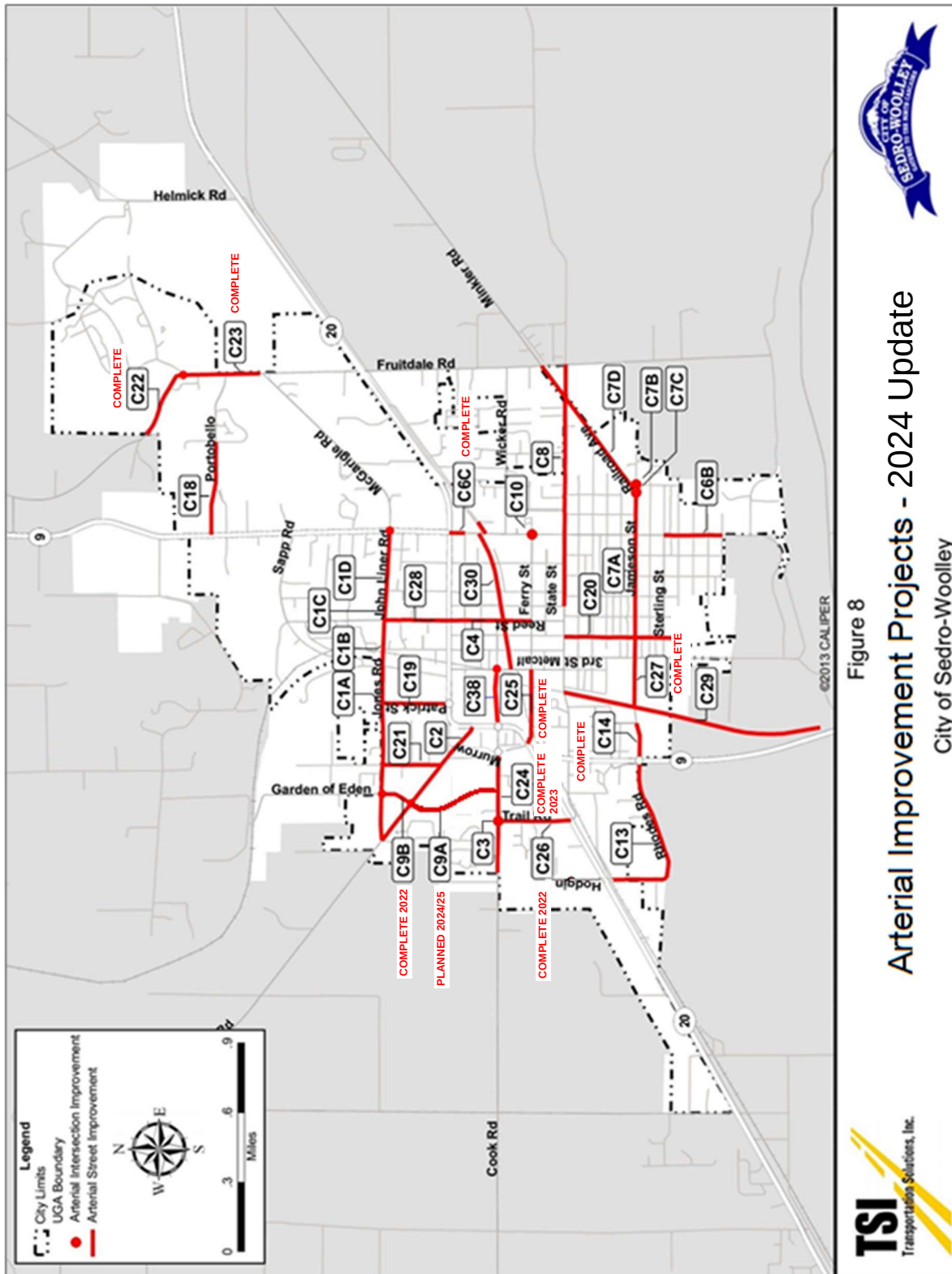


Figure 7

State Highway Improvement Projects - 2024 Update

City of Sedro-Woolley

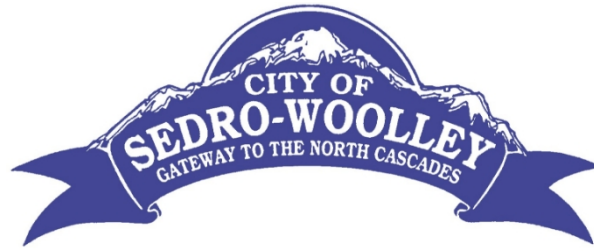


Arterial Projects Listing by Funding Source							
For years 2021-2027		33.3%					
5/22/2024		20.9%	12.4%				
M. Freiburger, PE							
Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
Total Project Costs 2021-2023	43,545	1,684,994	681,307	490,235	2,900,081	798,766	1,376,959
Ending Balances 12/31/2023	198,950	1,931,065	241,987	748,320	3,120,322		
Projected 2024 BFB - updated per SBX 4/30/24 for Wizard updates 4/12/2024.	608,189	1,930,094	271,248	542,414	3,351,944		
Planned 2024 Projects							
NEW - 2024 Comprehensive Plan Chapter 8 Transportation Element Update (new 12/11/2023) 544.40.341.000.104 Transportation Plan Update	-	90,000	-	-	90,000	-	90,000
NEW - 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
Jones/John Liner Corridor Misc		110,000	-	-	110,000	-	110,000
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	324,479	-	-	324,479	1,297,916	1,622,395
John Liner Road Bicycle & Ped Safety Impr (PE 2023/24; RW 2025; CN 2026)			-	5,754	5,754	152,723	158,477
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)	-		-	14,280	14,280	91,504	105,784
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.	-	-	70,276		70,276	398,233	468,509
2024 Arterial Maintenance Projects (REET) - Reed St BYC to Sapp - 595.62.63.078.104 2024 Pvt & Ped Sch B \$205,350; 2024 Misc Arterial Maint 595.30.48.001.104 \$10,000		-	219,747		219,747	-	219,747
2024 TIB Complete Streets Early Opportunity - Sidewalk and ADA Ramp Repairs Various locations - 2024 Pavement & Ped Project Schedule F		74,568				422,552	497,120

Arterial Projects Listing by Funding Source							
For years 2021-2027		33.3%					
5/22/2024		20.9%	12.4%				
M. Freiburger, PE							
Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
2025 Local Access Maintenance Projects (REET)		150,000	-		150,000	-	150,000
2025 Parks (REET)		50,000			50,000		
Total Project Costs 2025	52,710	1,612,972	100,000	132,631	1,898,313	3,780,565	5,603,878
Ending Balance 12/31/2025	146,240	553,805	217,964	420,474	1,498,051		
Total Project Costs 2021-2025	96,255	4,262,254	1,125,330	950,189	6,274,460	8,052,833	12,004,973
Ending Balances 12/31/2025	146,240	553,805	217,964	420,474	1,498,051		
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	146,240	828,805	157,979	358,705	1,651,297		
Total Project Costs 2021-2026	96,255	4,487,254	1,395,315	1,072,958	6,892,214	11,048,979	15,543,873
Ending Balances 12/31/2026	146,240	828,805	157,979	358,705	1,651,297		

Arterial Projects Listing by Funding Source							
For years 2021-2027		33.3%					
5/22/2024		20.9%	12.4%				
M. Freiburger, PE							
<u>Revenues</u>	<u>Fund 104</u>	<u>REET 301/302</u> <u>total both</u>	<u>TBD 304</u>	<u>GMA Trans</u> <u>Impact Fees 314</u>	<u>Total</u>	<u>GRANT</u>	<u>TOTAL</u> <u>PROJECT</u>
<u>Planned 2027 Projects</u>							
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	146,240	656,355	111,979	417,073	1,491,214		
Total Project Costs 2021-2027	96,255	5,159,704	1,651,315	1,075,590	7,823,296	14,485,397	19,836,373
Ending Balances 12/31/2027	146,240	656,355	111,979	417,073	1,491,214		
<u>MULTIYEAR PROJECT TOTALS</u>							
SR20/Cascade Trail West Extension Phase 2A (PE 2020-2021; RW 2021; CN 2023) (Includes 2019-2020 expenses)	52,710	-	-	29,890	82,600	877,900	960,500
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)	-	-	151,505	42,213	203,850	1,156,835	1,360,686
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	812,451	-	53,268	865,719	3,389,447	4,255,165

Arterial Projects Listing by Funding Source							
For years 2021-2027		33.3%					
5/22/2024		20.9%	12.4%				
M. Freiburger, PE							
Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
Total 2021-2023 John Liner Rd Bike/Ped	-	-	68,985	25,241	94,226	603,748	697,974
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)	-	1,010,000	-	-	1,010,000	558,800	1,568,800
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.: m.1.

Date: June 26, 2024

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement - Stormwater Management Plan Update– Gray & Osborne

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to execute a contract with Gray & Osborne for engineering and planning services on the Stormwater Management Plan Update in the amount not to exceed \$149,985.

ISSUE:

The last Sedro-Woolley Stormwater Management Plan was adopted in 1997. This effort to update the Stormwater Management Plan (Plan) is part of Chapter 7.24 of the 2025 Comprehensive Plan and will be developed using current modeling and design practices, be compliant with Western Washington (WWA) Phase II MS4 Permit, and the current Ecology Stormwater Management Manuals.

BACKGROUND/SUMMARY INFORMATION:

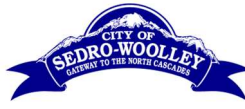
Gray & Osborn submitted an excellent statement of qualifications for this project and was selected as the preferred candidate from one of two proposals submitted on March 26, 2024. Both were highly qualified but it was determined that Gray & Osborne had the superior proposal.

FISCAL IMPACT, IF APPROPRIATE:

This project is currently funded from the Stormwater Fund 425 (531.50.41.000); amount budgeted - \$150,000.

ATTACHMENTS:

1. Draft PSA - GO
2. Storm Mgmt Plan Scope and Fee



PROFESSIONAL SERVICES AGREEMENT NO. 2024-PS-XX

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sedro-Woolley, a Washington State municipal corporation ("City"), and Gray & Osborne, Inc, whose address is 1130 Rainier Ave S; Suite 300, Seattle, WA 98144 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 _____. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

III.6 **INDEMNITY.**

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

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers,

officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

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

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

III.7 **INSURANCE.**

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

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

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

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

(2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

(4) Professional Liability insurance appropriate to the Consultant's profession.

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

(1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence; and \$2,000,000 general aggregate.

(2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A**. In no event shall the compensation paid to Consultant under this Agreement exceed \$ 149,985 (One Hundred Fourt Nine Thousand Nine Hundred Eighty Five dollars and no/100) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work per the Fee Schedule **Exhibit B**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the

Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

William Bullock, PE – Public Works Director
325 Metcalf Street
Sedro-Woolley, WA 98284

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

Stacy Clear, PE – Project Manager
Gray & Osborne, Inc
3710 168th Street NE, Bldg. B Suite 210
Arlington, WA 98223

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 _____, 2021.

By _____
Julia Johnson, Mayor

Approved as to form:

Nikki Thompson, City Attorney

By _____
Mike Johnson, PE - President
Gray & Osborne, Inc
1130 Rainier Ave S; Suite 300
Seattle, WA 98144

Exhibit A
Scope of Services

**Exhibit B
Fee Schedule**

See attached Consultants Hourly **Schedule of Rates**

EXHIBIT A
SCOPE OF WORK
CITY OF SEDRO-WOOLLEY
STORMWATER MANAGEMENT PLAN

The City of Sedro-Woolley's *Stormwater Management Plan* (Plan) was last updated in 1997, and the City is now seeking professional services to revise and update the Plan and assist with the planning and development of capital projects, operations and maintenance activities and costs, and provide a financial review. The Plan will incorporate guidance for water quantity and quality control contained in the Washington State Department of Ecology's 2019 *Stormwater Management Manual for Western Washington*. The organization of the Plan will be as follows.

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Drainage Area Characterization
- Chapter 3 – Stormwater System Analysis
- Chapter 4 – Water Quality
- Chapter 5 – Regulatory (NPDES Permit)
- Chapter 6 – Operation and Maintenance
- Chapter 7 – Capital Improvement Plan
- Chapter 8 – Financial Review

The estimated cost to do this work is based upon the hours and rates provided in Exhibit B and upon completion of the specific Tasks identified as follows.

TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Provide overall project management and oversight services to include the following.

- A. Procuring sufficient staff resources to dedicate to the project.
- B. Managing and controlling project budget and schedule.
- C. Managing and providing monthly Progress Reports and invoices.
- D. Coordinating with City staff. Bi-weekly check-in meetings will be held virtually with staff through the compilation of the Draft Document.

- E. Conduct periodic (50 percent and 90 percent) QA/QC reviews of the Plan Documents to check accuracy, completeness, and conformance with project criteria. Provide this review by both Project and Non-Project Engineers, experienced in similar comprehensive plans. Document the review comments and revise the documents to incorporate these comments.

TASK 2 – STORMWATER INFRASTRUCTURE MAPPING

Gray & Osborne will coordinate with the City to update the City's stormwater mapping information (if necessary) by surveying up to eight problem areas, identified by City staff. The following Scope assumes survey may take up to 4 weeks and that each area is approximately one block worth of infrastructure. This surveyed stormwater information will be incorporated into the City's existing GIS-based stormwater basemap. Where public or private information is available for the eight problem areas, As-Built Plans provided by the City will be used to incorporate locations and elevations of stormwater facilities into the mapping if necessary. This Scope assumes two site visits to gather miscellaneous drainage-related information.

Based on readily available topographic information (i.e., LIDAR), rainfall data, soil information, land use, and other associated GIS-based data, delineation of the drainage basins within the City will be verified. In addition, a description and inventory of existing storm water facilities will be prepared based upon available mapping.

Deliverables

- 1. Updated GIS-based stormwater base map, including existing stormwater facilities and drainage basins and survey information for identified problem areas.
- 2. Inventory of existing stormwater facilities based upon available mapping.

TASK 3 – DRAINAGE AREA CHARACTERIZATION

Gray & Osborne will review City-provided Stormwater Site Plans, existing studies and reports regarding the physical characteristics of the City that have a bearing on stormwater management policies and facilities. The information will be supplemented with that collected in Task 2 and included within the Drainage Area Characteristics Chapter to include the following information.

- A. Drainage Basins
- B. Frequently Flooded Areas
- C. Waterways and Waterbodies
- D. Water Quality
- E. Topography
- F. Geology

- G. Soils
- H. Climate/Precipitation Data
- I. Known Critical Areas
- J. Existing and Future Land Use and Zoning
- K. Regulatory Requirements and Ordinance Review

Deliverables

- 1. Drainage Area Characterization (Chapter 2).

TASK 4 – EXISTING DRAINAGE SYSTEM MODELING/ANALYSIS

Gray & Osborne will conduct a stormwater system analysis of the existing drainage facilities within the City. Using information from the previous *Stormwater Management Plan*, field surveys, and interviews, Gray & Osborne will work with City staff to identify portions of the drainage network that are not capable of conveying the selected design storm (i.e., 100-year storm). As directed, selected areas shall be analyzed using an event based (Santa Barbara Urban Hydrograph) hydrologic/hydraulic model, with the rainfall amount increased by 10 percent to account for climate change. For the purposes of this Task, it is assumed that up to eight specific areas will be modeled. The following specific analyses will be completed.

- A. Using inventory information developed in Task 2, Gray & Osborne will prepare a hydrologic/hydraulic model of the existing system for the City-specified areas of interest, for up to eight areas.
- B. Gray & Osborne will evaluate the capacity of the existing conveyance systems in the areas of interest to convey peak 100-year storm events (plus 10 percent due to climate change) under current and future land use conditions. For those areas determined to have inadequate conveyance capacity, recommended conveyance facility upgrades will be identified.

Deliverables

- 1. Hydrologic/hydraulic modeling files and figures depicting the areas modeled.
- 2. Stormwater System Analysis Chapter (Chapter 3).

TASK 5 – IDENTIFICATION OF WATER QUALITY PROBLEMS

Gray & Osborne will work with staff to identify potential sources of runoff pollution. These sources may include general items such as yard care practices, erosion control practices, and enforcement at construction sites, roadways, and outfall erosion, but may also include more specific items such as existing commercial and industrial activities (source control). Prior water quality studies and testing conducted by the State or County

for the surface water bodies within the City will be reviewed. Gray & Osborne will distinguish point and non-point sources of pollution.

Gray & Osborne will document the findings regarding runoff pollution to include the following.

- A. A discussion of broadly-known adverse impacts related to stormwater runoff pollution, including water quality degradation, stream channel destabilization, habitat protection and restoration, and fish habitat modification.
- B. Reference current City Ordinances and procedures for inclusion of stormwater management best practices and water quality preservation measures.
- C. A discussion of measures intended to avoid or mitigate identified impacts including the following.
 - 1. Facilities to collect, convey, treat, detain, and discharge stormwater runoff.
 - 2. Stormwater management program activities, such as the following.
 - i. Construction site inspection.
 - ii. Stormwater permanent facility inspection (public and private).
 - iii. Maintenance, repair, and retrofitting of existing facilities.
 - iv. Program administration.
 - v. Data management.
 - vi. Planning.
 - 3. Land use and zoning policies and regulations.
 - 4. Land development regulations.

Deliverables

- 1. Water Quality Chapter identifying existing or potential water quality problem areas (Chapter 4).

TASK 6 – IDENTIFY POTENTIAL CONVEYANCE AND WATER QUALITY-RELATED SOLUTIONS

Identify potential structural and non-structural solutions to correct the conveyance system and water quality problems identified in Tasks 4 and 5, including the following.

- A. Propose conveyance facility improvements based on City input and hydraulic modeling results, including detailed description of the problems, the solutions, and costs.
- B. Propose water quality facility improvements, including detailed description of the problems, the solutions, and costs.

Deliverables

- 1. Stormwater System Analysis (Chapter 3) and Water Quality Chapters (Chapter 4).
- 2. Provide exhibits, pictures, handout materials, etc., for public/council workshops.

TASK 7 – NPDES PHASE II PROGRAM

Gray & Osborne will review the City’s NPDES Phase II Permit Program and assess it against the upcoming Permit requirements anticipated to begin August 2024. Elements needing to be addressed will be identified and an estimated effort to complete these elements will be discussed. Many of these will also be addressed throughout the appropriate Chapters within the Plan.

Deliverables

- 1. Chapter 5 – Summary of NPDES Phase II Program elements (projected for August 2024).

TASK 8 – OPERATION AND MAINTENANCE PROGRAM

Gray & Osborne will review the current operation and maintenance procedures with staff and provide recommendations as necessary. The following specific Tasks will be completed.

- A. Identification of the current level of maintenance and effectiveness of publicly- and privately-owned systems through discussions with maintenance personnel.
- B. Review/Development of a maintenance schedule and associated costs for performing and/or enhancing public facility maintenance, including the need for additional staff if necessary.

Deliverables

1. Recommended operation and maintenance program including staffing and budget.
2. Operation and Maintenance Chapter (Chapter 6).

TASK 9 – CAPITAL IMPROVEMENT PLAN

Based on the improvements recommended in previous Tasks, current projects, and previous SMAP recommended projects, Gray & Osborne will propose a schedule and priority of capital improvements for the 6-year and 20-year planning horizon. The priorities will be based upon a ranking system developed jointly by Gray & Osborne and City staff.

Deliverables

1. Capital Improvement Plan (Chapter 7) including recommended structural and non-structural projects, estimated costs, and schedule.

TASK 10 – FINANCIAL REVIEW

Gray & Osborne will work with a Financial Subconsultant (KLJ Financial Consulting) to review the current and expected Stormwater Utility revenue and expenses, to assist the City in developing a 10-Year Plan for funding capital projects and operations and maintenance costs. It is assumed that the City will provide current financial information, number of residential, commercial, and industrial equivalent residential units (ERUs), current fund balances, rates, charges, non-rate revenues, expenses, debts, and other information for the past 3 years. Utility rate review will include the following.

- A. Develop 10-year rate model (cash-based) for the stormwater utility based on the Capital Improvement Plan and operation and maintenance costs.
- B. Identify costs for additional staff and equipment.
- C. Identify the impact to existing rates of the various alternatives for financing the Capital Improvement Plan.
- D. Provide recommendations for a percent rate adjustment, if necessary, to adequately fund the utility, and identify grant or loan opportunities to be used in funding the program.
- E. Review of methodology and implementation of connection fee charges.

Gray & Osborne will provide a discussion of alternatives available for financing the projects identified in the Capital Improvement Plan.

Deliverables

1. Financial Plan (Chapter 8), including rate model and discussion of potential funding scenarios for capital improvements and utility operation.

TASK 11 – COMPILE DRAFT STORMWATER MANAGEMENT PLAN

Gray & Osborne will compile the work performed under Tasks 1 through 10, to develop a Draft Stormwater Management Plan for review by City staff.

Deliverables

1. One electronic copy (pdf, GIS, CAD, and other file and formats utilized in development of the Plan).

TASK 12 – FINALIZE STORMWATER MANAGEMENT PLAN

Gray & Osborne will assist the City in presenting the Draft Plan in-person, to City Council, the Planning Commission, and the public. This work assumes one meeting for the Planning Commission and two meetings for the City Council/Public. Gray & Osborne will discuss comments received from the public and council with staff and generate a response. Following receipt of comments from the City, Gray & Osborne will prepare a Final Plan for Council consideration of adoption.

Deliverables

1. One complete pdf of the Final Stormwater Management Plan. All electronic copies including but not limited, to pdf, GIS, CAD, and other files and formats utilized in development of the Plan.

TASK 13 – PROVIDE STORMWATER ELEMENTS FOR CITY COMPREHENSIVE PLAN

Gray & Osborne will assist the City and its Planning Consultant in providing the necessary stormwater elements of the City’s upcoming overall Comprehensive Plan. Elements will be derived from the Final Stormwater Management Plan.

Deliverables

1. Excerpts of the Stormwater Management Plan will be incorporated into the City’s Comprehensive Plan.

We anticipate the following timeframe for completion of the Tasks; however, this is subject to City staff’s availability to review documents and provide background information.

Notice to Proceed.....	June 12, 2024
Milestone 1: Introduction (Chapter 1) and Drainage Area Characterization (Chapter 2).....	July 31, 2024
City Review of Milestone 1	August 15, 2024
Milestone 2: Stormwater System Analysis (Chapter 3), Water Quality (Chapter 4), Regulatory (Chapter 5), and Operations and Maintenance (Chapter 6)	September 16, 2024
City Review of Milestone 2	September 30, 2024
Milestone 3: Capital Improvement Plan (Chapter 7).....	October 15, 2024
City Review of Milestone 3	October 31, 2024

Milestone 4: Financial Review (Chapter 8)	November 15, 2024
City Review of Milestone 4	November 30, 2024
Draft Plan	December 15, 2024
City Review of Draft Plan.....	December 30, 2024
Plan Adoption	January 13, 2025

ASSUMPTIONS FOR CITY RESPONSIBILITIES

This Scope of Work assumes the following.

1. The City will provide pertinent information such as parcels, zoning, land use, basemap GIS information, prior stormwater modeling files (if available), record drawings of stormwater improvements, and other Stormwater Reports completed, etc.
2. The City will provide a map indicating up to eight problem areas for focus and analysis in the Plan.
3. The City will provide complete and timely reviews (2 weeks) of all work submitted.
4. The City will prepare the SEPA Checklist and will utilize City resources to advertise and publish all items related to the State Environmental Policy Act (SEPA), issue a threshold decision, and submit response to comments.
5. The City will advertise for and provide a facility for all public meetings and presentations to City Council.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Sedro-Woolley - Stormwater Management Plan

Tasks	Project Manager	Civil Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey (Two Person) Hours
1 Project Management and Quality Assurance/Quality Control	32	14			
2 Stormwater Infrastructure Mapping		32	40	24	100
3 Drainage Area Characterization		24	36		
4 Existing Drainage System Modeling/Analysis	6	50			
5 Identification of Water Quality Problems		12			
6 Identifiy Potential Conveyance and Water Quality Solutions	6	40			
7 Regularoty (NPDES)	8	24			
8 Operation and Maintenance Program	8	12			
9 Capital Improvement Plan	8	32	8		
10 Financial Review	4	60			
11 Compile Draft Plan	4	16			
12 Finalize Plan	4	16	24		
13 Elements of City Comprehensive Plan	4	4	8		
Hour Estimate:	84	336	116	24	100
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$140 to \$245	\$65 to \$175	\$125 to \$200	\$180 to \$310
Estimated Fully Burdened Billing Rate:*	\$220	\$150	\$145	\$190	\$250
Fully Burdened Labor Cost:	\$18,480	\$50,400	\$16,820	\$4,560	\$25,000

Total Fully Burdened Labor Cost: \$ 115,260

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 2,000

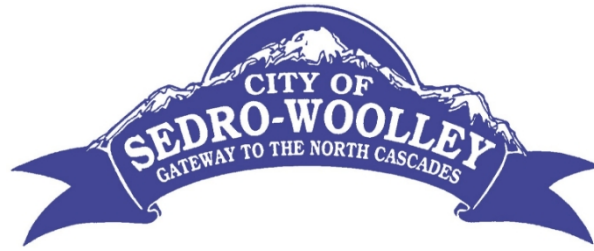
Subconsultant:

Financial Consultant \$ 29,750

Subconsultant Overhead (10%) \$ 2,975

TOTAL ESTIMATED COST: \$ 149,985

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



City Council Agenda Item

Agenda Item No.: m.2.

Date: June 26, 2024

From: Charlie Bush, City Administrator, Bill Bullock, Public Works Director

Subject: Site Host Agreement - EVCS - Electric Vehicle Chargers

RECOMMENDED ACTION:

Motion to authorize Mayor Johnson to execute a site host agreement with EV Charging Solutions Inc. (EVCS).

ISSUE:

Should the City dedicate 6 parking spaces at 900 Metcalf to a long-term lease for the provision of electric vehicle charging stations?

BACKGROUND/SUMMARY INFORMATION:

The City Council authorized the Mayor to sign a letter of intent during 2023 to host electric vehicle charging stations on Metcalf Street, between Northern and Eastern Streets. The letter was contingent upon a successful grant application to the Washington State Department of Transportation (WSDOT).

Cyan Strategies and EVCS submitted a successful grant, which was a part of a series of similar projects serving the state's highway system, and due diligence began on the site. This site became problematic for several reasons, including easements across it and the desire to keep a future Metcalf crossing area for the Cascade Trail. The City and the parties involved began to look at alternatives and 900 Metcalf, a public parking lot owned by the City, emerged as the most promising site.

To allow the long-term lease (initially 10 years with 1 year automatic renewals) of 6 spaces in the parking lot, the Council must authorize the Mayor to sign the attached agreement.

In return for leasing the space, the City would gain 4 DCFC fast charging stations within the community and one level two slower charging station. These stations would be one block south of State and Metcalf Streets. A public benefit from these chargers would be drivers shopping and eating downtown while they are charging their vehicles.

EVCS and Cyan Strategies plan to attend the meeting virtually to answer any technical questions that you might have about the project and agreement.

FISCAL IMPACT, IF APPROPRIATE:

None, the City anticipates a modest revenue stream from revenues generated by electric vehicle charging. The City will receive \$0.05 (five cents) for each kWh of electricity sold to customers utilizing

the DCFC Equipment and **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment.

ATTACHMENTS:

1. V3_EVCS_Site Host Agreement Sedro Woolley 900 Metcalf



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of _____ (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and _____ with its principal place of business located at _____ (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. EVCS’ General Obligations for Equipment and Services

EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of **4 DCFC Stations** and **1 Level II Stations**), the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) In EVCS’ sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles;
- g) Periodic reports to Site Host on the utilization of the Equipment; and

3. Site Host General Obligations

Site Host shall undertake the following, at Site Host's sole expense:

- a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement;
- b) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- c) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- d) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- e) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- f) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- g) Use best efforts to prevent damage and vandalism of any type to the Equipment;
- h) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- i) Will not, and will not permit or allow any third party to, uninstall the Equipment;

- j) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- k) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- l) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- m) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- n) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.
- o) Promptly execute the Easement Agreement upon the request of EVCS or the applicable utility service provider. In the event that such Easement Agreement is not executed by Site Host as described above, and if such failure or refusal to execute such agreement blocks or precludes the completion of installation of the Equipment on the Project Site, Site Host agrees that, in addition to all other rights and remedies available to EVCS hereunder, Site Host shall reimburse EVCS for all costs incurred by EVCS in connection with the preparation of the Project Site and/or the incomplete installation of the Equipment.
- p) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the

installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement.

- q) Provide EVCS with prompt notified of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided,

however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.

- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter, providing that the meter is separate and exclusively used to service the Equipment, and/or utility service account servicing the Equipment.
- f) EVCS will install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked.
- g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

- h) See Exhibit C for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Automatic One (1) Year Renewal Clause

This agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

b) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

In the case of the Site Host having another need for this site, it has the ability to terminate this agreement for convenience with 30 days' written notice. If the Site Host terminates this agreement under this provision, then the Site Host will reimburse EVCS for all the cost incurred in the site, plus a 25% overhead and profit mark-up. The reimbursement amount shall be reduced 10% each year, after the beginning of operations. EVCS shall remove equipment in not more than 180 days from the termination date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to

data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the “Content”) is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host’s parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as agreed to by the Parties and to the extent permitted by the Sedro-Woolley Municipal Code or, as required by Washington Administrative Code.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval.

13. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, officer, volunteer, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way arising from performance of this agreement. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.

- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

14. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

15. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR

INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

THIS PROVISION IN NO WAY LIMITS OR MODIFIES THE INDEMNIFICATION REQUIREMENTS CONTAINED IN SECTION 13 HEREIN.

16. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of Washington, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) each party shall pay its costs, expenses, and attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

17. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.
Attn: Thais Grossi,
Chief Operating Officer
11800 Clark Street
Arcadia, California 91006
thaisg@evcs.com
323.400.EVCS (3827)

Salesperson: _____

Rebate Program: _____

SITE HOST:

SECONDARY/EMERGENCY CONTACT:

Company: _____

Company: _____

Attn: _____

Attn: _____

Add. 1: _____

Add. 1: _____

Add. 2: _____

Add. 2: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

18. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may assign this Agreement to a third party upon prior written consent of Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

19. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

By:_____

Printed Name:_____

Title:_____

Date:_____

SITE HOST

By:_____

Printed Name:_____

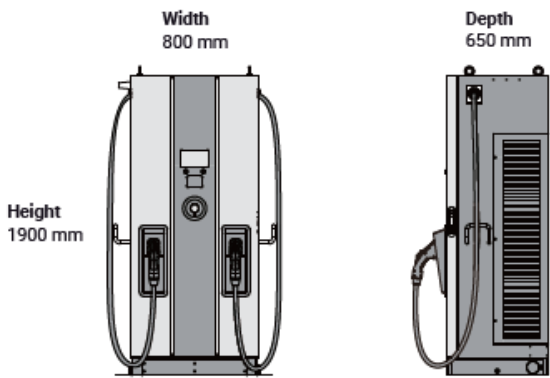
Title: _____

Date:_____

EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

- 150 kW DC Fast Charger (4) – Noodoe 150P DCFC or equal
- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

noodoeEV



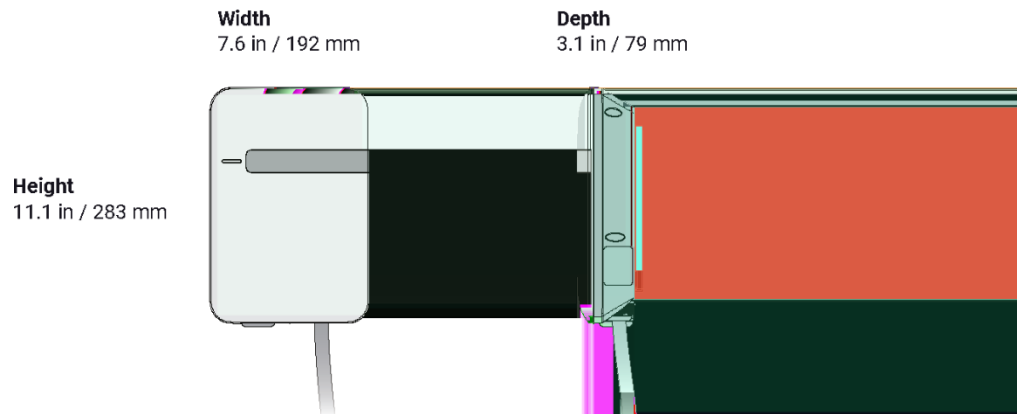
SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	150 kW
Output power	CCS2: 200 A @150~500 Vdc or 157 A @950 Vdc CHAdeMO: 120 A @150~500 Vdc
Vehicle connector	CCS2, CHAdeMO
Charging cable length	4 m
Input power	3-phase, 5-wire, 380~415 Vac, 276 A maximum
Grounding system	TN, TT, IT
Efficiency	> 94%
Power factor	> 0.99
Display	7 inch LCD
Communication protocol	OCPP 1.6 JSON
Vehicle communication interface	ISO 15118
Network connectivity	Ethernet, Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B
Ingress protection(IP)	IP55
Impact protection	IK10
Electrical protection	Over voltage protection, over current protection, over power protection, over temperature protection, under voltage protection, surge protection device, insulation monitoring device, short circuit protection
Operating temperature	-30 °C to +50 °C
Dimensions	800 (W) x 1900 (H) x 650 (D) mm
Weight	450 kg
Certifications	CE, RED

Noodoe EV OS



Noodoe Corp.
15F, No.19-13,
Sanchong Road,
Nangang District,
Taipei City 11501,
Taiwan
+886 2 7722 0677
info@noodoe.com
noodoe.com



SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS



Noodoe Inc.
9896 Bissonnet,
Suite 440
Houston, TX 7703,
United States
+1 281-888-3429
info@noodoe.com
noodoe.com

EXHIBIT B – Project Site Info

900 Metcalf - Possible ZEVIP Site



March 11, 2024

Legend



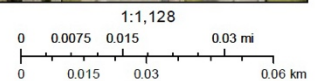
County Boundary

City Names

Road Labels

Hydro Labels

Regional Labels



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

MAF
Copyright 2021

Utility/Electric Provider: _____

Electric Provider Acct. #: _____

Total Estimated Parking Spaces: _____ / Estimated Number of ADA Spaces: _____

Other: _____

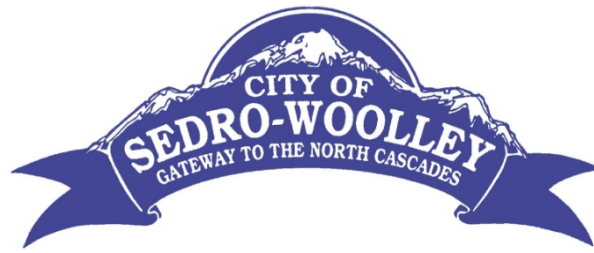
EXHIBIT C – Site Host Banking Information (for ACH Payment Purposes)

Name on Account:_____

Name of Bank:_____

Bank Account Number:_____

Bank Routing Number:_____



City Council Agenda Item

Agenda Item No.: m.3.

Date: June 26, 2024

From: David Lee , City Engineer

Subject: Change Order No. 1 – 2024 Pavement & Pedestrian Improvements Project

RECOMMENDED ACTION:

Approve and authorize Director Bill Bullock to sign Change Order 1 for Contract 2024-PW-03, 2024 Pavement and Pedestrian Improvements Project to add Schedule G for additional curb ramp upgrades and installations in the amount of \$139,070.00 including sales tax for a new contract total of \$1,385,098.50.

ISSUE:

Should Council approve and authorize Director Bill Bullock to sign Change Order 1 for Contract 2024-PW-03, 2024 Pavement and Pedestrian Improvements Project to add Schedule G for additional curb ramp upgrades and installations in the amount of \$139,070.00 including sales tax for a new contract total of \$1,385,098.50?

BACKGROUND/SUMMARY INFORMATION:

On May 22, 2024, the Council approved the award of the contract for the 2024 Pavement and Pedestrian Improvements Project to SRV Construction, Inc. of Anacortes, WA, in the amount of \$1,246,028.50.

At the time the contract was awarded, there was a surplus in the 2022 TIB Complete Streets grant of \$103,735. It was noted in that agenda that Staff would evaluate adding additional curb ramps to the project to expend the surplus funds. These funds are required to be expended by March 31, 2025.

Staff reviewed other areas along State Street where ramp upgrades and additions would benefit pedestrian travel as well as adding an additional ramp to the east of Township Street at the Ferry Street intersection. Eight locations on State Street were picked and ramps designed.

Schedule G was created for this added work.

FISCAL IMPACT, IF APPROPRIATE:

Funding Proposed (Schedule G)

TIB-2022 Complete Streets Grant Funds - Ramps	\$ 103,735
Local funding from Funds 103 and 104	\$ 43,805
TOTAL	\$ 147,540

Expenditures Expected

PE Phase-City Staff Schedule G	\$ 3,500
Construction Engineering-City Staff Schedule G	\$ 5,000
Construction Schedule G-SRV	\$ 139,040
Total Schedule G	\$ 147,540

Total for Project Schedules A - F at the time of award **\$1,337,185**

TOTAL PROJECT WITH SCHEDULE G **\$ 1,484,725**

Change Order 1 will be covered by estimated remaining Fund 104 TIB Complete Streets funds of \$103,735, plus local funds of \$43,805. Staff proposes to utilize transportation funds from REET I/II funds for this purpose.

The Bid Award memorandum noted that the 5/15/2024 version of the Arterial Project Listing (which tracks all local transportation funding sources) incorporates the Engineer's Estimate values for Schedules A-C and F for local match from REET and TBD (Schedules D & E do not require local match). With the bid award estimate, the local fund requirements decrease by approximately \$70,677. The higher numbers were included in the recent budget amendment which included the 2024 pavement & Pedestrian Improvements Project. As a result, the existing REET I and II revenue codes for Fund 104 are adequate for this purpose. If needed, there are also \$16,806 in local funds remaining from Fund 103 Repair & Maintenance of Sidewalks budget of \$50,000 funded from REET I/II.

As noted in the award memorandum, the 2024 projected ending fund balances for REET and TBD are both positive and projected to remain so throughout the 2027 horizon, based on the assumptions noted.

Staff recommends awarding Change Order 1 at the total noted above. This is in keeping with the Council's goals to provide sidewalk and ramp replacements with local funds as far as possible to reduce the burden on adjacent property owners.

ATTACHMENTS:

1. 2024-PW-03 CO #1 Description
2. 0 2024-5-15 Arterial Project Listing by Funding Source

**2024 Pavement and Pedestrian Improvements Project
City Project 2024-PW-03**

**SRV CONSTRUCTION
Change Order 1
Prepared by:
David Lee, PE, City Engineer**

Description & Justification

This change order is prepared to add additional curb ramp upgrades and installations at various locations. A new Schedule G will be created for this work.

These additional ramps are being added to take advantage of Complete Streets funds that are available. The use of these funds for this purpose are consistent with the TIB approved work plan.

The following Bid Items are deleted/modified from the contract:

BID ITEM	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL	NOTES
					\$0.00	
Total Deleted Items					\$0.00	

The following Bid Items are added/modified to the contract:

G-1	Mobilization	LS	1.00	\$28,750.00	\$28,750.00	
G-2	Project Temporary Traffic Control	LS	1.00	\$10,000.00	\$10,000.00	
G-3	Removal of Asphalt/Conc Pavement	SY	80.00	\$26.00	\$2,080.00	
G-4	Removal of Conc. Sidewalk and Ramps	SY	100.00	\$66.00	\$6,600.00	
G-5	Removal of Conc. Curb and Gutter	LF	160.00	\$51.00	\$8,160.00	
G-6	HMA CL 1/2 In. PG 58-22	TON	15.00	\$500.00	\$7,500.00	
G-7	Inlet Protection	EA	5.00	\$80.00	\$400.00	
G-8	Cement Conc. Traffic Curb and Gutter	LF	160.00	\$110.00	\$17,600.00	
G-9	Cement Conc. Sidewalk	SY	40.00	\$162.00	\$6,480.00	
G-10	Sidewalk Ramp - New	EA	9.00	\$3,650.00	\$32,850.00	
G-11	Pedestrian Curb	LF	210.00	\$65.00	\$13,650.00	
G-12	Force Account – Unanticipated Conflicts	EST	EST	\$5,000.00	\$5,000.00	
Total Added/Modified Items					\$139,070.00	

Original Contract Total	\$1,246,028.50
Current Contract Total (with previous Change Orders)	1,246,028.50
Estimated Net Change this Order	\$139,070.00
Current Contract Total	\$1,385,098.50

Additional Justification

Materials Requirements

Materials requirements are per the Standard Specifications for applicable items of work unless otherwise shown.

Construction Requirements

Construction requirements are per the Standard Specifications for applicable items of work unless otherwise shown.

Measurement

As shown per bid item above.

Payment

As shown per bid item above.

Contract Time

Adds 10 working days. Requirement to have pavings operations on N Reed Street and Portobello Ave complete on or before August 30, 2024 is unchanged.

Exceptions and Disclaimers

None.

Waivers

None.

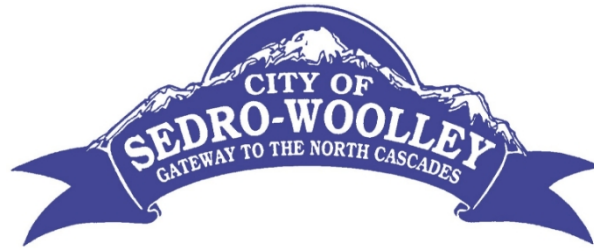
PE Stamp (If Required)

Plans stamped

Arterial Projects Listing by Funding Source							
For years 2021-2027			33.3%				
5/15/2024			20.9%	12.4%			
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 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)			-	-	-	-	-
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	241,987	748,320	3,120,322		
Total Project Costs 2021-2023	43,545	1,684,994	681,307	490,235	2,900,081	798,766	1,376,959
Ending Balances 12/31/2023	198,950	1,931,065	241,987	748,320	3,120,322		
Projected 2024 BFB - updated per SBX 4/30/24 for Wizard updates 4/12/2024.	608,189	1,930,094	271,248	542,414	3,351,944		
Planned 2024 Projects							
NEW - 2024 Comprehensive Plan Chapter 8 Transportation Element Update (new 12/11/2023)	-	90,000	-	-	90,000	-	90,000
NEW - 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)	-	324,479	-	-	324,479	1,297,916	1,622,395
John Liner Road Bicycle & Ped Safety Impr (PE 2023/24; RW 2025; CN 2026)			-	5,754	5,754	152,723	158,477
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)	-		-	14,280	14,280	91,504	105,784
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.	-	-	70,276		70,276	398,233	468,509
2024 Arterial Maintenance Projects (REET) - Reed St BYC to Sapp - 2024 Pavement & Ped Project Sch B		-	209,747		209,747	-	209,747
2024 TIB Complete Streets Early Opportunity - Sidewalk and ADA Ramp Repairs Various locations - 2024 Pavement & Ped Project Schedule F		74,568				422,552	497,120
2024 Fund 103 Local Access - Sidewalk Repair & Maint (REET) -		50,000	-		50,000		50,000
2024 Fund 103 Local Access Maintenance Projects (REET) - Portobello - 2024 Pavement & Pedestrian Project as Sch C - \$204,145; Chip Seal Projects \$45,960; total		210,415	-		210,415	39,585	250,000
2024 Fund 101 Parks/Facilities (REET)		85,000			85,000		85,000
Total Project Costs 2024	-	859,462	334,023	327,323	1,361,240	3,473,502	4,909,310
Ending Balance 12/31/2024	198,950	1,771,603	117,964	481,998	2,730,082		
Total Project Costs 2021-2024	43,545	2,544,456	1,015,330	817,557	4,261,320	4,272,269	6,286,269
Ending Balances 12/31/2024	198,950	1,771,603	117,964	481,998	2,730,082		

Arterial Projects Listing by Funding Source							
For years 2021-2027		33.3%					
5/15/2024		20.9%	12.4%				
M. Freiberger, PE							
Revenues	Fund 104	REET 301/302 total both	TBD 304	GMA Trans Impact Fees 314	Total	GRANT	TOTAL PROJECT
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)	52,710		-	-	52,710	740,420	793,130
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	487,972	-	-	487,972	1,951,888	2,439,860
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	-	-	-		-	-	-
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	52,710	1,712,972	100,000	132,631	1,998,313	3,780,565	5,703,878
Ending Balance 12/31/2025	146,240	558,631	227,964	410,366	1,502,769		
Total Project Costs 2021-2025	96,255	4,257,428	1,115,330	950,189	6,259,634	8,052,833	11,990,147
Ending Balances 12/31/2025	146,240	558,631	227,964	410,366	1,502,769		
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	146,240	833,631	167,979	348,597	1,656,015		
Total Project Costs 2021-2026	96,255	4,482,428	1,385,315	1,072,958	6,877,388	11,048,979	15,529,047
Ending Balances 12/31/2026	146,240	833,631	167,979	348,597	1,656,015		
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	146,240	661,181	121,979	406,965	1,495,932		
Total Project Costs 2021-2027	96,255	5,154,878	1,641,315	1,075,590	7,808,470	14,485,397	19,821,547
Ending Balances 12/31/2027	146,240	661,181	121,979	406,965	1,495,932		
MULTIYEAR PROJECT TOTALS					1	0	0
SR20/Cascade Trail West Extension Phase 2A (PE 2020-2021; RW 2021; CN 2023) (Includes 2019-2020 expenses)	52,710	-	-	29,890	82,600	877,900	960,500

Arterial Projects Listing by Funding Source							
For years 2021-2027		33.3%					
5/15/2024		20.9%	12.4%				
M. Freiberger, PE							
		<u>REET 301/302</u>		<u>GMA Trans</u>			<u>TOTAL</u>
Revenues	<u>Fund 104</u>	<u>total both</u>	<u>TBD 304</u>	<u>Impact Fees 314</u>	<u>Total</u>	<u>GRANT</u>	<u>PROJECT</u>
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)	-	-	151,505	42,213	203,850	1,156,835	1,360,686
SR9 & John Liner/McGarigle Intersection (PE/RW 2022-24; CN 2025 - REET)	-	812,451	-	53,268	865,719	3,389,447	4,255,165
Total 2021-2023 John Liner Rd Bike/Ped	-	-	68,985	25,241	94,226	603,748	697,974
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.: m.4.

Date: June 26, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Update Master Fee Schedule - Resolution 1147-24 - 1st Read

RECOMMENDED ACTION:

First read, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

The City last updated the Master Fee Schedule on February 14, 2024.

Notable Changes:

- Cemetery: Maintenance & Operations Division Supervisor Nathan Salseina performed a rate study to compare Union Cemetery rates with other jurisdictions. The rate study is attached.
- Transportation, Park, Fire, and School Impact Fees: Revisions related to accessory dwelling units to ensure compliance with RCW 36.70A.681.
 - RCW 36.70A.681 Accessory dwelling units—Limitations on local regulation. "(1) In addition to ordinances, development regulations, and other official controls adopted or amended to comply with this section and RCW 36.70A.680, a city or county must comply with all of the following policies:(a) The city or county may not assess impact fees on the construction of accessory dwelling units that are greater than 50 percent of the impact fees that would be imposed on the principal unit..."

Second read of this resolution will be presented on July 10, 2024.

FISCAL IMPACT, IF APPROPRIATE:

See attached.

ATTACHMENTS:

1. Resolution 1147-24 - Master Fee Schedule
2. Revised_MFS_7.10.2024
3. 2024_Cemetery_RateStudy

RESOLUTION 1147-24
A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON,
UPDATING THE MASTER FEE SCHEDULE

WHEREAS, the City of Sedro-Woolley established the use of a Master Fee Schedule via Ordinance No. 2013-22 adopted August 24, 2022; and,

WHEREAS, the City Council's most recent update to the Master Fee Schedule occurred on February 14, 2024 by passage of Resolution 1141-24; and,

WHEREAS, certain updates are needed to bring the Master Fee Schedule up-to-date; and,

WHEREAS, in order to comply with State law, impact fees for ADUs must not exceed 50% of the principal unit; and,

WHEREAS, the City of Sedro-Woolley's ADU impact fees need to be updated in accordance with State law; and

WHEREAS, certain updates to the Cemetery fee schedule are also recommended; and

WHEREAS, Master Fee Schedule, as attached, has been updated; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sedro-Woolley as follows:

1. Updating the Master Fee Schedule. The City hereby adopts by reference and incorporated herein attached Exhibit "A" entitled the "Master Fee Schedule", including Attachment A Transportation Impact Fees and Attachment B Building, Planning, & Engineering Fee Schedule updating the fees, rates, deposits, and other charges of the City.
2. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.
3. Effective Date. This Resolution shall be in full force and effect as of the date of adoption.

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

Julia Johnson, Mayor

ATTEST:

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

CITY of SEDRO-WOOLLEY



MASTER FEE SCHEDULE

Effective July 10, 2024



2024 SOLID WASTE RATES

RESIDENTIAL GARBAGE RATES

ITEM	RATE	ADD'T INFO
20 Gallon Toter	\$15.20	
32 Gallon Toter	\$25.20	
65 Gallon Toter	\$35.35	
95 Gallon Toter	\$45.50	
LOW INCOME - 20 Gallon Toter	\$12.16	
LOW INCOME - 32 Gallon Toter	\$20.16	Low Income - 80% of regular rate
LOW INCOME - 65 Gallon Toter	\$28.28	
LOW INCOME - 95 Gallon Toter	\$36.40	
OPTIONAL: Food and Yard Waste	\$12.50 per Unit	

RESIDENTIAL RECYCLING RATES

ITEM	RATE	ADD'T INFO
Curbside Recycling	\$9.00 per Unit	single family + multifamily
LOW INCOME - Curbside Recycling	\$7.20 per Unit	80% of regular rate

FUEL SURCHARGE

ITEM	RATE	ADD'T INFO
Diesel over \$3.00 per Gallon	\$2.03	Flat fee when diesel is over \$3.00, \$4.00, or \$5.00 per gallon.
Diesel over \$4.00 per Gallon	\$2.55	Amount is charged per month for each account. Rates include
Diesel over \$5.00 per Gallon	\$3.08	\$1.00 base rate plus garbage and recycling.

COMMERCIAL GARBAGE RATES (PERMANENT)

ITEM	RATE	ADD'T INFO
32 Gallon Toter	\$26.50	
65 Gallon Toter	\$35.35	
95 Gallon Toter	\$47.55	
1 Yard Dumpster	\$114.60	
2 Yard Dumpster	\$151.50	
3 Yard Dumpster	\$225.65	
4 Yard Dumpster	\$297.15	
6 Yard Dumpster	\$438.43	
8 Yard Dumpster	\$586.12	
20, 30 & 40 Yard Dumpsters	\$104.00 a Ton	

DUMPSTER RENTALS (TEMPORARY)

ITEM	DUMPING FEE	RENTAL FEE	ADD'T INFO
1 Yard Dumpsters	\$38.11	\$3.57 per Day	
2 Yard Dumpsters	\$67.40	\$3.57 per Day	
3 Yard Dumpsters	\$104.02	\$3.57 per Day	
4 Yard Dumpsters	\$118.70	\$7.14 per Day	
6 Yard Dumpsters	\$177.26	\$7.14 per Day	
8 Yard Dumpsters	\$235.91	\$7.14 per Day	
20, 30 & 40 Yard Dumpsters	\$104.00 a Ton	\$7.14 per Day	or \$71.34 per month for permanent containers
Delivery + Pick Up: 1-8 Yard Dumpster	\$24.37		
Delivery + Pick Up: 20, 30 & 40 Yard Dumpsters	\$71.34		

EXTRA CHARGE ITEMS

ITEM	RATE	ADD'T INFO
Recliner	\$15.00	
Refrigerators /freezers	\$25.00	
Other Appliances	\$15.00	
Mattress	\$15.00	
Couch	\$15.00	
Tires	\$5.00	
Wood Waste-Residential	\$12.00 per Yard	We Haul - \$12.00 per yard X 30 yards + \$235.00 haul fee
Wood Waste-Commercial	\$12.00 per Yard	We Haul - \$12.00 per yard X 30 yards + \$235.00 haul fee
Yard Waste - Commercial	\$12.00 per Yard	We Haul - \$12.00 per yard X 30 yards + \$100.00 haul fee
		20-40 yard roll-off dumpster = varies based on materials
Construction and Demo - Recycling	varies	recycling + \$7.14 per day (or \$71.34 per month if over 1 month) + \$235 haul fee
Cement	\$11.00 per Ton	
Chain & Lock (one-time fee) - All	\$15.00	
Dumpsters		
Toter Replacement	\$110.58	
Liner Replacement	\$98.94	

COMMERCIAL RECYCLING

ITEM	MIXED PAPER	CARDBOARD	MIXED RECYCLING
95 Gallon Container	\$70	Not available	\$70
2 Yard Dumpster	\$80	\$40	\$80
3 Yard Dumpster	\$110	\$45	\$110
4 Yard Dumpster	\$130	\$50	\$130
6 Yard Dumpster	\$163	\$55	\$163
8 Yard Dumpster	\$215	\$60	\$215

UTILITY TAX

ITEM	RATE	ADD'T INFO
Utility Tax	10.50%	

SPECIAL PERMIT RATES

ITEM	RATE PER YEAR	PER CART, CONTAINER OR VEHICLE
Source Separated Recycling Companies and Non-Profits	\$600	\$0
Mixed Recycling Companies	\$2,400	\$20
Junk Collector Companies	\$2,400	\$20
Penalties for Non-Compliance with Above Special Permits		\$500 per Violation
Solid Waste Truck Advertising	\$1,200	\$50 per Vehicle per Side per Month
Hourly Charge for Solid Waste Department to Handle	\$100 per Hour with Minimum of \$100, or cost of services	
Improve Disposal		

LATE CHARGES

Sanitation service charges shall be delinquent if not paid in full within twenty-five days after the date of billing. Delinquent charges shall bear interest at the rate of eight percent per annum beginning on the first day of the month following delinquency until paid in full. A late penalty of ten dollars shall be charged for any solid waste account that is delinquent for more than sixty days.

Sedro-Woolley Municipal Code Chapter / Section References:
8.04



2024 SEWER AND STORMWATER RATES

SEWER CONNECTION FEES		
ITEM	RATE	ADD'T INFO
Connection or Commencement of Use	\$9,626	per ERU
Accessory Dwelling Unit - Connection or Commencement of Use	\$0	
Plumbing Fixture	\$400	per Fixture Unit
Utility Plumbing Fixtures Water Consumption	\$400	per 234 Gallons of Water Per Month
Credit for Disconnecting Septic System	\$2,855	

SEWER UTILITY CONNECTION FEES		
ITEM	RESIDENTIAL - per Residential Dwelling Unity	NONRESIDENT - per EDU
North Reed Street	\$1,152	\$1,152
Cook Road-Trail Road	\$3,426	\$3,426
Fruitdale Road	\$3,450	\$3,450
North Township Street	\$725	\$725
West Bennett, West Nelson, Batey, Robinson and Borseth Streets	\$3,450	\$3,450

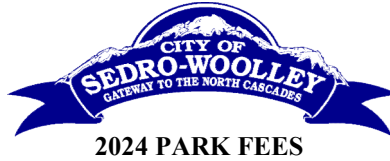
SEWER RATES		
ITEM	RATE	ADD'T INFO
Residential	\$73.66	
Nonresidential	\$6.81	Volume Rate (in Cubic Feet)
Low Income Citizen	\$58.93	

STORM WATER AND SURFACE WATER		
ITEM	RATE	ADD'T INFO
Class 1 Single - Family / Multifamily / Condos with 1 Unit	\$13.08	per Month
LOW INCOME - Class 1 Single - Family / Multifamily / Condos with 1 Unit	\$10.47	per Month 80% of regular rate
Class 2 Multifamily / Condos with 2 or More Units	\$6.54	50% of Class 1/Per-Unit Basis
Class 3 Commercial / Industrial	\$13.08 or \$26.16	\$13.08 Per 10,000 Sq. Ft. of Land or \$26.16 Per 10,000 Sq. Ft. of Impervious Surface
Class 4 Public Use Customers (Schools, Government Buildings, etc.)	\$13.08 or \$26.16	\$13.08 Per 10,000 Sq. Ft. of Land or \$26.16 Per 10,000 Sq. Ft. of Impervious Surface
Class 5 Mixed Use Structures	\$13.08	\$13.08 Per Month per Commercial Unit for Every 10,000 Sq. Ft. of Land and \$13.08 per Month per Unit, Unless 3+ Residential, the fee Shall be 50% of the Class 1 per-Unit Basis

Sedro-Woolley Municipal Code Chapter / Section References:

2.46.080

2.46.090

**2024 PARK FEES**

ATHLETIC FIELD USER FEES		
Facility	Weekly Rate	Daily Rate
Riverfront 1 - East	\$90.00	\$25.00
Riverfront 2 - West	\$90.00	\$25.00
Riverfront - Rookie - South	\$50.00	\$15.00
Riverfront - T-Ball - North	\$50.00	\$15.00
Tesarik	\$90.00	\$25.00
Winnie Houser	\$200.00	\$60.00
Denny Engberg	\$150.00	\$45.00

COMMUNITY CENTER RENTAL FEES							
Group				Security Deposit		Facility Monitor	Audio / Visual
Day of the Week	Resident	Community Group	All Others	NO Alcohol, Live Music, or Dancing	WITH Alcohol, Live Music, or Dancing	WITH Alcohol, Live Music, or Dancing	Audio / Visual Equipment
Monday through Thursday	\$225	\$150	\$375	\$100	\$1,000	\$250 flat fee	\$50
Friday through Sunday	\$275	\$150	\$425	\$100	\$1,000	\$250 flat fee	\$50

Additional Cleanup Required	\$50 per hour
Annual Users	\$175 per use
Consecutive Days	\$100 less, beyond first
Storage Closet - Large	\$15 per month
Storage Closet - Small	\$10 per month

SENIOR CENTER RENTAL FEES				
Day of the Week	Resident	Community Group	All Others	Deposit
Monday through Thursday	\$50	\$25	\$200	\$100
Friday through Sunday	\$100	\$25	\$250	\$100

RECREATIONAL VEHICLE PARK FEES	
Location	Fee
Riverfront RV Park (Without Full Sewer Hook-Ups)	\$40 per Night
Bingham RV Park (with Full Sewer Hook-Ups)	\$50 per Night

OTHER FACILITY RENTALS		
Group		
Location	Resident	Nonresident
Riverfront - Large Covered Eating Area	\$175	\$250
Riverfront - Small Covered Eating Area	\$125	\$150
Memorial Park - Covered Shelter	\$25	\$35
Bingham Park Shelter	\$100	\$150
Hammer Heritage Square	\$100	\$200
Riverfront - Amphitheatre - Nonprofits, City Sanctioned Festivals, Private Users and For-Profit	\$400	\$650

Special Events, Parades and Festivals - Deposit Required	Up to \$1,000
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Sedro-Woolley Municipal Code Chapter / Section References:

12.36.020 12.36.050
 12.36.030 12.36.090
 12.36.040



2024 BUILDING AND CONSTRUCTION

Building and Construction	
Description	Fee
Building Code Fees	See attached Building, Planning & Engineering Fee Schedule
Administrative Fee	\$750
Transportation Fee Schedule and Established of Service Area	Attachment A
Park Impact Fee and Establishment of Service Area	Attachment B
Fire Department Impact Fee and Establishment of Service Area	Attachment C
School Impact Fees and Administrative Fees	\$35
Independent Fee Calculations - Deposit	\$500
School Impact Fees - Single Family Units: per single-family residential unit or mobile or manufactured home (whether on a single lot, condominium unit or mobile park)	\$4,461
School Impact Fees - Multifamily Units: per residential unit in a multifamily structure	\$2,888
School Impact Fees - Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$1,338.30 30% of a standard school impact fee
School Impact Fees - Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$2,230 50% of a standard school impact fee

Attachment A – Ordinance No. 1960-20 allows for the updating of the Transportation Impact Fees; the attachment to this Master Fee Schedule of the Transportation Impact Fees contains the most recent fee schedule.

Attachment B - Schedule of Park Impact Fees per Unit

Structure	Fee
Single-Family Resident	\$2,303
Manufactured Home	\$2,303
Units in a Duplex or Multifamily Unit	\$2,303
Dependent Relative Cottage	\$2,303
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$690.90 30% of a standard park impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$1,151.50 50% of a standard park impact fee
All Units Not Specifically Identified in the Above	\$2,303

Annual increase by Seattle-Tacoma-Bellevue June to June CPI-U

Attachment C - Schedule of Fire Department Impact Fees

Structure	Fee
Residential structures, including single-family and multifamily structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches
Accessory Dwelling Unit Between the Minimum Allowed Size ADU and 450 Square Feet	\$0.08 per square foot of structure 30% of a standard fire impact fee
Accessory Dwelling Unit Greater than 450 Square Feet and Below the Maximum Size Allowed ADU	\$0.14 per square foot of structure 50% of a standard fire impact fee
Nonresidential structures	\$0.28 per square foot of structure, including garage, outbuildings and attached porches; provided, that the fee for nonresidential structures shall receive an adjustment, in an amount determined by the responsible official, equal to forty percent reduction for buildings equipped with an approved sprinkler system, and ten percent reduction for buildings equipped with an alarm system
Nonresidential construction and development activity which requires fire protection but is not a traditional structure, such as a bulk fuel storage facility or a fuel pipeline	shall be assessed an impact fee in an amount determined by the responsible official pursuant to Section 15.60.100.

Sedro-Woolley Municipal Code Chapter / Section References:

15.04

15.52.1220

15.60.050

15.60.070

15.60.90

15.664.130

15.64.150



2024 CEMETERY

BURIAL SPACE		
Description	Amount	
Burial Space (includes space at \$1,000 ; endowment at \$100)	\$1,100	\$800 + \$100
Double Burial Single Space (1 full body and 1 cremains or 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 Additional	
Triple Burial Single Space (1 full body and 2 cremains) Requires purchase of burial space; fee for each additional burial	\$300 additional	
Opening/Closing (Includes tent, chairs, greens and equipment)	\$1,000	\$750
Standard Size Concrete Liner (Includes purchase price and handling) (Oversize liner price on request)	\$675 + Sales Tax	\$650
Concrete Vault (Handling fee only)	\$200	\$175
Headstone Reset Fee	\$50	
Headstone Setting	\$200	
Additional folding chairs (up to 20) \$2.00 per additional chair	\$2.00 per additional chair	\$0

URN SPACE		
Description	Amount	
Urn Space (Includes space at \$425.00 ; endowment at \$100.00)	\$525.00	\$400 + \$100
Double Burial Single Space Requires Purchase of Burial Space; Fee for Each Addition Burial	\$300 Additional	
Opening/Closing (Includes tent, chairs and greens)	\$400	\$300
Opening/Closing (No tent, chairs or greens)	\$200	\$150
Urn Vault (Includes purchase price and handling)	\$175 + Sales Tax	\$150
Headstone Setting	\$200	

BABY SPACE		
Description	Amount	
Baby Space (Includes space at \$300.00; endowment at \$100.00)	\$400	
Opening/Closing (Includes tent, chairs and greens)	\$300	
Opening/Closing (No tent, chairs or greens)	\$275	\$150
Concrete Baby Liner (Includes purchase price and handling)	\$225 + Sales Tax	
Combo (Liner/Casket) (Handling fee only)	\$75	
Headstone Setting	\$200	

COLUMBARIUM NICHE WALL (SINGLE INURNMENTS ONLY)		
Description	Amount	
Niche Space (Includes space at variable price by location; and endowment at \$100.00)*	Niche Space (Includes space at variable price by location; and endowment at \$100)* Row 1 (top) \$850 Row 2 \$800 Row 3 \$750 Row 4 \$700	\$750, \$700, \$650, \$600
Opening/Closing (Includes tent, chairs and greens) \$275.00	\$300	\$275
Opening/Closing (No tent, chairs or greens)	\$250	\$175
Inscription (Single shutter inscription)	\$275 + Sales Tax	

COLUMBARIUM NICHEL WALL "ESTATE UNITY" (SINGLE INURNMENTS ONLY)		
Description	Amount	
Niche space* (11-7/8" x 11-7/8" x 15-1/2") (Includes space and endowment at \$100)		\$1,350
Niches 1 through 4	\$1,450 Each	\$1,200
Niches 5 through 10	\$1,400 Each	\$1,100
Niches 11 and 12	\$1,300 Each	\$1,000
Niches 13 and 14	\$1,200 Each	
2 plus cremains per niche	1-1/2 times single unit price	
Opening/Closing (Includes tent, chairs and greens)	275	

Opening/Closing (No tent, chairs or greens)	175
Inscription (Single shutter inscription) each cremains \$175.00 + Sales Tax	\$175 + Sales Tax

ADDITIONAL LABOR CHARGES (MAXIMUM OF TWO HEADSTONES PER GRAVE SPACE)		
Description	Amount	
Saturday Service (Standard Burial)	\$500	\$450, \$250
Saturday Service (Cremation)	\$300	
Sunday/Holiday Service (Standard Burial)	\$600	\$600, \$350
Sunday/Holiday Service (Cremation)	\$350	
Additional Headstone on Existing Grave Space	\$200	
Setting of Headstone Flower Vase	\$25	
Chapel Services at 3:00 p.m. or Later	\$200	\$150

DISINTERNMENT		
Description	Amount	
Casket/any removal	\$1,200	\$1,000
Casket/Relocation within Union Cemetery	\$1,600	\$1,400
Urn/any removal	\$250	\$225
Urn/Relocation within Union Cemetery	\$310	

Sedro-Woolley Municipal Code Chapter / Section References:
2.80.040



2024 PUBLIC RECORDS REQUESTS

PUBLIC RECORDS ACT - RELATED FEES		
Item	Rate	Description
Electronic Files	\$0.05	Five cents per each four electronic files or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery.
Photocopies or Printed Copies	\$0.15	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Printed Copies - Plotter Paper	\$0.04	Six cents per square foot for plotter paper.
Scanning	\$0.10	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
Storage Devices		The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requester, and the actual postage or delivery charge.
Transmission of Electronic Files	\$0.10	Ten cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The agency shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations.
Customized Electronic Access or Data		A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access when such compilations and customized access services are not used by the agency for other agency purposes.
Body Work Camera Records Requests	\$47.59	\$47.59 per hour redaction fee in accordance with RCW 42.56.240(14). The hourly rate may be prorated in 15 minute intervals. Plus, any additional costs permitted and identified in this fee schedule, including the cost of video copying. Charges will not be levied if the request comes from: •A person directly involved in a recorded incident and their attorney; •A person or his or her attorney who request a body worn camera recording relevant to a criminal case involving that person; •Executive Directors from the Washington State Commission on African American Affairs, Asian-Pacific Affairs or Hispanic Affairs; • Attorneys who represent a person in a potential or existing civil cause of action involving the denial of civil rights under the federal or state constitution or a violation of a United States Department of Justice settlement agreement and explain the relevancy of the requested video.
Postage		Actual Cost

**2024 OTHER**

ANIMAL	
Fee Type	Amount
Impound Fees	\$25 + \$10 Day After 2 Days
Animal Control Infractions	\$150
Potentially Dangerous Dog - Registration Fee	\$250 + \$50 Annually
Dangerous Dog - Registration Fee	\$500 + \$100 Annually
Potentially Dangerous Dog - Fail to Register or Renew Penalty	\$250
Dangerous Dog - Fail to Register or Renew Penalty	\$500
Animal Control Civil Penalty	\$150 + \$10 Day + Care Cost
Animal Control Civil Penalty for Animal Destruction	\$250
Hearings	\$15 per Day
Animal Control Civil Penalty for Animal Destruction- Failure to Pick Up After 10 days	\$50

FESS FOR POLICE AND FIRE REPORTS OR SERVICE FEES TABLE	
Description	Amount
Record Check (includes clearing letter for visa, passport, etc.)	Per name \$10.00
Fingerprint Cards (including applicants for concealed weapons permits)	\$10 (Up to 2)+ \$3 for Additional
Traffic Accident or Fire Incident Report	Up to 2 pages \$5.00; 3-20 pages \$10.00; each additional page \$0.50
Traffic accident or fire incident witness statements	Per Statement \$4.00

BUSINESS LICENSES AND REGULATIONS		FAILURE TO PAY		
Description	Amount	11-60 days late	60-90 days late	90+ days late
Business License Fee - General Business	\$35 annually	\$3.50	\$7.00	\$10.50
Business License Fee - Selling and Beveraging Alcohol or Cannabis	\$250 annually	\$25.00	\$50.00	\$75.00
Business License Fee- Pawnbroker	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee- Mobile Vending	\$75 annually	\$7.50	\$15.00	\$22.50
Business License Fee - Taxicabs	\$135 annually	\$13.50	\$27.00	\$40.50
Business License Fee - Extension Vendors	\$200 annually per location	\$20.00	\$40.00	\$60.00

Failure to pay fees may be waived at the Finance Director's discretion on a case by case basis.

CITY RIGHTS-OF-WAY	
Description	Amount
Utility Relocation - Enforcement	\$250 Per Day
Cable Communications - Cable System Evaluation - Non-Compliance Fee	Up to \$3,500 Per Evaluation - To Adjusted from 1997 Inflation

ZONING	
Description	Amount
Enforcement of the Critical Areas Regulations - Violations Civil Penalty	\$75 Per Day
Model Homes - Application Requirements	\$300 Per Model
Temporary Homeless Encampment Permit Application	\$1,500

CODE ENFORCEMENT	
Description	Amount
Notice of Violation and Order/Administrative Proceeding - Appeal Procedure	\$300 filing fee plus actual cost of hearing examiner (if appellant is successful, hearing examiner cost is waived)
Civil Fines and Civil Penalties - Civil Penalty - Critical Areas	\$50,000

OTHER	
Description	Amount
Fireworks - Public Display - Permit Fees	50
Smoking in Public Places and Places of Employment - Penalties - Person	Up to \$100
Smoking in Public Places and Places of Employment - Penalties - Owner Obligations	Up to \$100
Violation - Penalty	Class 1 civil infraction \$250.00 Class 2 civil infraction \$125.00
Tree Standards - Inspection and Appeal - Penalty	\$250 Each Day

EMPLOYEE RECOGNITION	
Description	Amount
Employee Recognition Program Token Appreciation Award	Up to \$100
Years of Service - Value of Item	Example of Type of Item
1 year - \$15	City logo hat or mug
5 years - \$35	City logo polo shirt / sweater
10 years - \$65	City logo jacket / coat / vest
20 years - \$100	City logo article

Sedro-Woolley Municipal Code Chapter / Section References:

3.60.010
5.04.030
5.04.060
8.28.060
8.36.040
8.50.160
12.40.120
17.65.760
17.98.040
17.110.020
18.15.040
18.35.030
2.100.040

June 17, 2024

TO: Mark A. Freiburger, PE, Director of Public Works
City of Sedro-Woolley

FROM: Andrew L. Bratlien, PE, PTOE
Daniel B. Hodun, EIT

SUBJECT: 2024 Transportation Impact Fee Rate Update – Updated June 17, 2024

This memorandum documents the 2024 transportation impact fee rate update for the City of Sedro-Woolley. It summarizes the methods used to update the impact fee rate and identifies the updated rate.

BACKGROUND

The City's transportation impact fee (TIF) program was adopted in 2005 (ord. 1526-050) and was most recently updated in 2023. TIF rates are based on new development's ("growth's") proportionate share of eligible project costs and are assessed per net new PM peak hour trip generated by development.

The impact fee program assesses impact fees for each of two designated impact fee zones: Central Business District (CBD) and Non-CBD. An impact fee zone map is provided in Attachment 1.

Sedro-Woolley Municipal Code (SWMC) 15.60.050(B) requires transportation impact fees to be updated annually: "The impact fee schedule of costs...shall be updated annually at a rate adjusted in accordance with the Federal Highway Administration's National Highway Construction Cost Index (NHCCI), using an annual measure to establish revised fee schedules effective January 1st of each year."

IMPACT FEE UPDATE

The Federal Highway Administration (FHWA) National Highway Construction Cost Index (NHCCI) is a quarterly price index design to measure national average changes in highway construction costs.

The NHCCI for the second quarter (Q2) of 2022, upon which the most recent TIF rate update was based, is 2.553. The NHCCI for Q2 2023, the most recent period for which data is published, is 2.939. A summary of the Q2 2023 NHCCI is provided in Attachment 1. The adjusted transportation impact fee rates were calculated using the ratio of the Q2 2023 NHCCI to the Q2 2022 NHCCI:

$$2024 \text{ Impact Fee Rate Adjustment} = 2.962 \div 2.553 = 1.160$$

The resulting 1.160 adjustment factor represents a 16 percent increase in highway construction costs relative to Q2 2022.

RESULTS

The resulting impact fee rates are shown below. The updated impact fee rate maps is provided in Attachment 2 and the updated rate schedule is provided in Attachment 3.

- CBD Zone: \$2,445 / PM peak hour trip
- Non-CBD Zone: \$4,396 / PM peak hour trip

Attachment 1. National Highway Construction Cost Index 2023 Q2
Attachment 2. Transportation Impact Fee Zone Map
Attachment 3. 2023 Transportation Impact Fee Rate Schedule

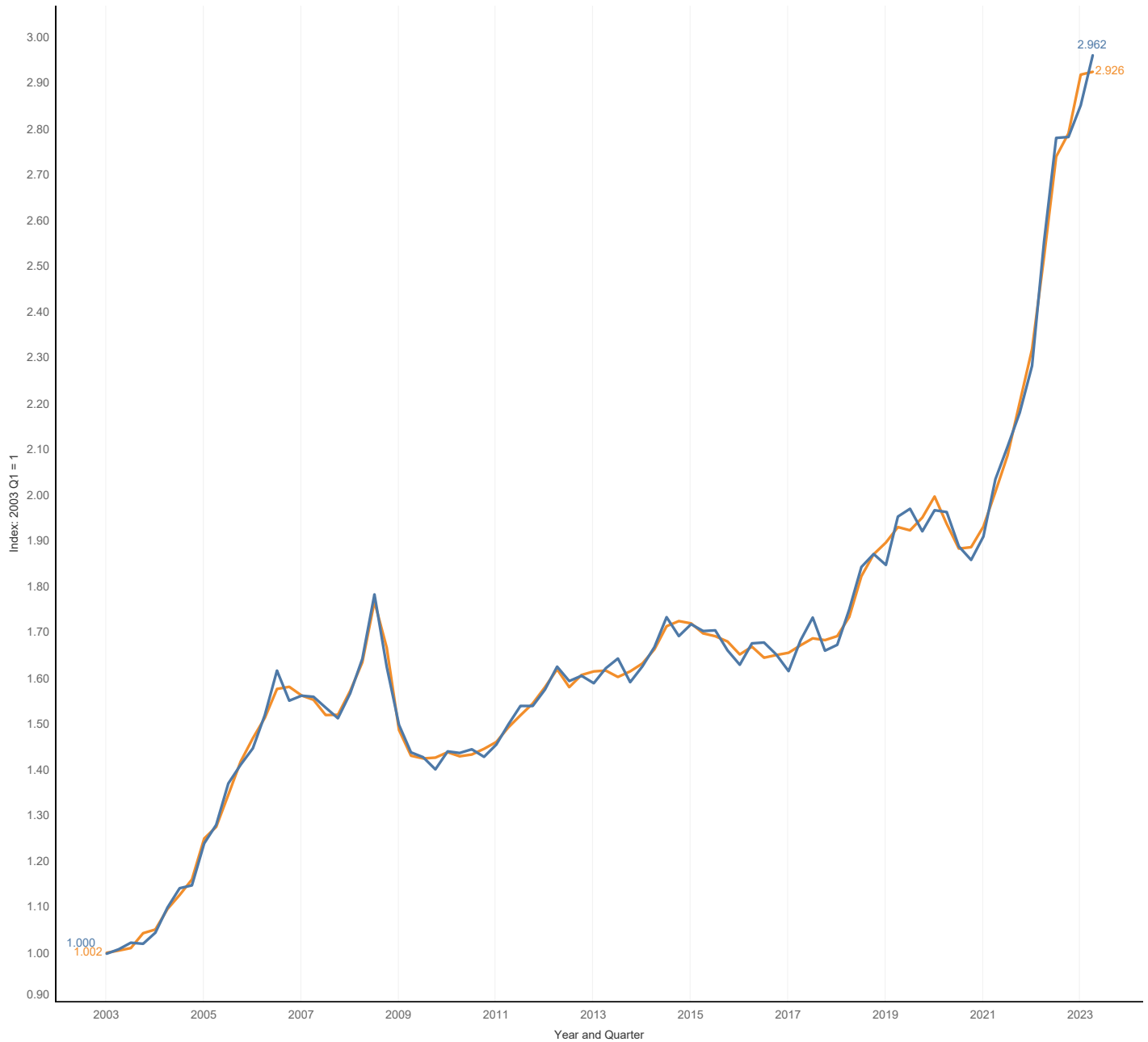


U.S. Department of Transportation
Federal Highway Administration

National Highway Construction Cost Index (NHCCI)

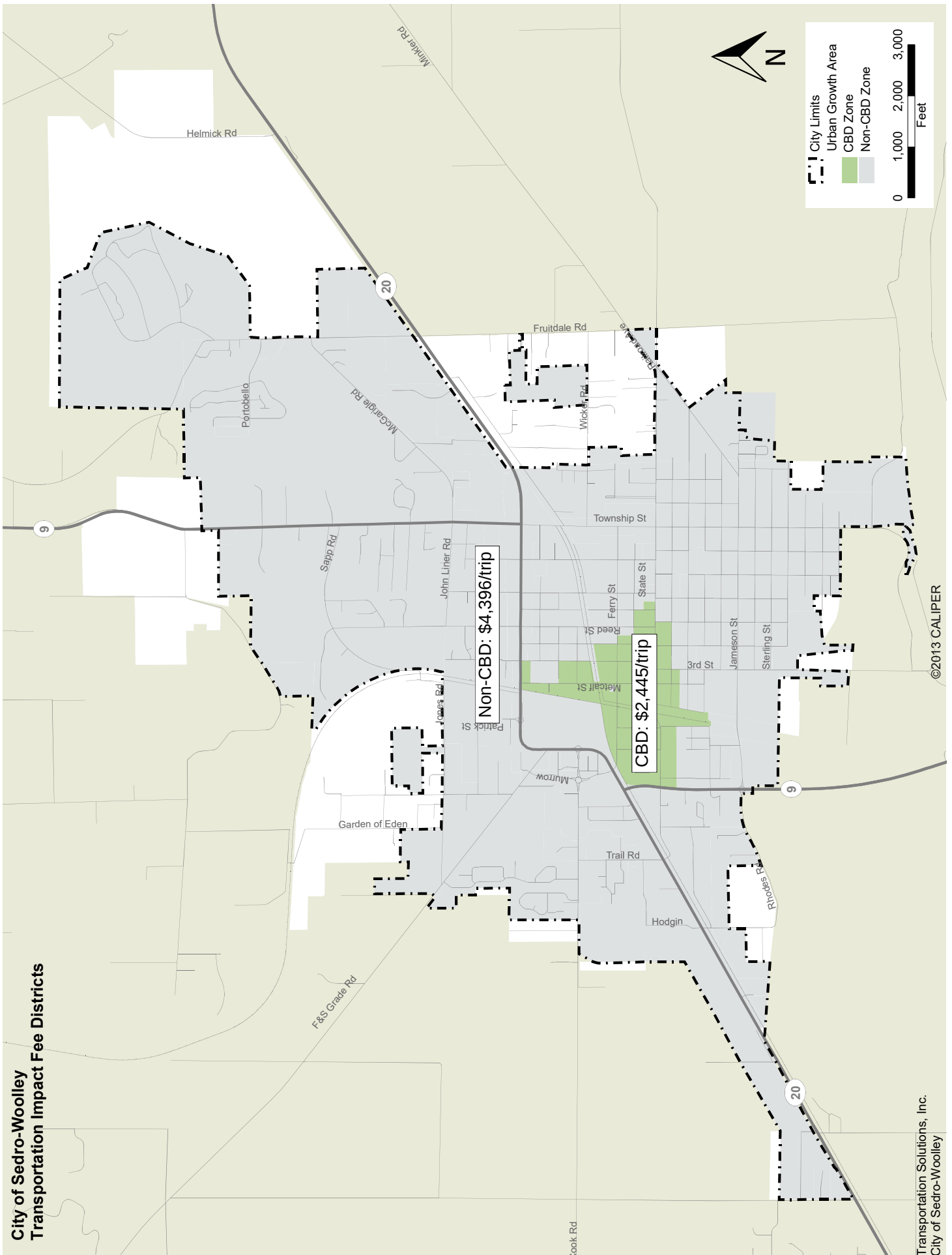
Select Year and Quarter:
2003 Q1 to 2023 Q2
and Null values

Select Series:
☒ NHCCI
☒ Seasonally Adjusted NHCCI



2023 Q2 index is preliminary.
2022 Q4 and 2023 Q1 indexes are revised.

**City of Sedro-Woolley
Transportation Impact Fee Districts**



City of Sedro-Woolley 2024 Traffic Impact Fee Rate Schedule – Residential

ITE Code ¹	ITE Land Use Category ¹	ITE Trip Rate ²	Rate per Unit ³	Impact Fee per Unit by District	
				Non-CBD	CBD
210	Single-Family Detached Housing	0.94	DU	\$4,132	\$2,298
215	Single-Family Attached Housing (Duplex/Townhome)	0.57	DU	\$2,506	\$1,394
220	Multifamily Housing (1-3 floors)	0.51	DU	\$2,242	\$1,247
221	Multifamily Housing (4-10 floors)	0.39	DU	\$1,714	\$954
230	Low-Rise Residential w/ 1st Floor Commercial	0.36	DU	\$1,583	\$880
240	Mobile Home Park	0.58	DU	\$2,550	\$1,418
251	Senior Adult Housing - Single-Family	0.30	DU	\$1,319	\$734
252	Senior Adult Housing - Multifamily	0.25	DU	\$1,099	\$611
253	Congregate Care Facility	0.18	DU	\$791	\$440
254	Assisted Living	0.24	bed	\$1,055	\$587
255	Continuing Care Retirement Community	0.19	DU	\$835	\$465
260	Recreational Home	0.29	DU	\$1,275	\$709
-	Accessory Dwelling Unit (≥ 450 sf) ⁵	0.61 0.50	DU	\$2,198 \$2,682	\$1,222 \$1,491
-	Accessory Dwelling Unit (< 450 sf) ⁵	0.30	DU	\$1,319	\$734

¹ Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

² Trip generation rate per development unit for PM peak hour of the adjacent street traffic (4-6 PM)

³ DU = Dwelling Unit

⁴ No ITE rate exists for ADUs. ADU trip rates modeled consistent with "Clackamas County Residential TSDC Analysis" (2019)

*Traffic impact fees for PRDs will be based on the type of dwellings



Trip generation rate and impact fee rates for land use category "Accessory Dwelling Unit (≥ 450 sf) updated 6/17/2024

City of Sedro-Woolley 2024 Traffic Impact Fee Rate Schedule – Non-Residential LUC 1-799

ITE Code ¹	ITE Land Use Category ¹	Base Trip Rate ²	% Primary Trips	Net Trip Rate	Rate per Unit ³	Impact Fee per Unit by District	
						Non-CBD	CBD
PORT AND TERMINAL							
30	Intermodal Truck Terminal	1.87	*	1.870	ksf	\$8,221	\$4,572
90	Park and Ride with Bus Service	0.49	*	0.490	space	\$2,154	\$1,198
INDUSTRIAL							
110	General Light Industrial	0.65	*	0.650	KSF	\$2,857	\$1,589
130	Industrial Park	0.34	*	0.340	KSF	\$1,495	\$831
140	Manufacturing	0.74	*	0.740	KSF	\$3,253	\$1,809
150	Warehousing	0.18	*	0.180	KSF	\$791	\$440
151	Mini Warehouse	0.15	*	0.150	KSF	\$659	\$367
170	Utilities	2.16	*	2.160	KSF	\$9,495	\$5,281
180	Speciality Trade Contractor	1.93	*	1.930	KSF	\$8,484	\$4,719
LODGING							
310	Hotel	0.59	*	0.590	room	\$2,594	\$1,443
311	All Suites Hotel	0.36	*	0.360	room	\$1,583	\$880
312	Business Hotel	0.31	*	0.310	room	\$1,363	\$758
320	Motel	0.36	*	0.360	room	\$1,583	\$880
RECREATIONAL							
411	Public Park	0.11	*	0.110	acre	\$484	\$269
416	Campground/RV Park	0.27	*	0.270	site	\$1,187	\$660
430	Golf Course	0.28	*	0.280	acre	\$1,231	\$685
432	Golf Driving Range	1.25	*	1.250	tee	\$5,495	\$3,056
433	Batting Cages	2.22	*	2.220	cage	\$9,759	\$5,428
434	Rock Climbing Gym	1.64	*	1.640	KSF	\$7,209	\$4,010
435	Multi-Purpose Recreational Facility	3.58	*	3.580	KSF	\$15,738	\$8,753
437	Bowling Alley	1.16	*	1.160	KSF	\$5,099	\$2,836
445	Movie Theater	13.96	*	13.960	screen	\$61,368	\$34,132
488	Soccer Complex	16.43	*	16.430	field	\$72,226	\$40,171
490	Tennis Courts	4.21	*	4.210	court	\$18,507	\$10,293
491	Racquet/Tennis Club	3.82	*	3.820	court	\$16,793	\$9,340
492	Health Fitness Club	3.45	*	3.450	KSF	\$15,166	\$8,435
493	Athletic Club	6.29	*	6.290	KSF	\$27,651	\$15,379
495	Recreational Community Center	2.50	*	2.500	KSF	\$10,990	\$6,113
INSTITUTIONAL							
520	Elementary School	0.16	*	0.160	student	\$703	\$391
522	Middle/Junior High School	0.15	*	0.150	student	\$659	\$367
525	High School	0.14	*	0.140	student	\$615	\$342
528	School District Office	2.04	*	2.040	student	\$8,968	\$4,988
536	Charter Elementary School	0.16	*	0.160	student	\$703	\$391
540	Junior / Community College	0.11	*	0.110	student	\$484	\$269
560	Church	0.49	*	0.490	KSF	\$2,154	\$1,198
565	Day Care Center	11.12	44%	4.893	KSF	\$21,509	\$11,963
566	Cemetery	0.46	*	0.460	acre	\$2,022	\$1,125
571	Adult Detention Facility	0.08	*	0.080	bed	\$352	\$196
575	Fire & Rescue Station	0.48	*	0.480	KSF	\$2,110	\$1,174
590	Library	8.16	*	8.160	KSF	\$35,871	\$19,951
MEDICAL							
610	Hospital	0.86	*	0.860	KSF	\$3,781	\$2,103
620	Nursing Home	0.14	*	0.140	bed	\$615	\$342
630	Clinic	3.69	*	3.690	KSF	\$16,221	\$9,022
640	Animal Hospital / Veterinary Clinic	3.53	*	3.530	KSF	\$15,518	\$8,631
650	Freestanding Emergency Room	1.52	*	1.520	KSF	\$6,682	\$3,716
OFFICE							
710	General Office	1.44	*	1.440	KSF	\$6,330	\$3,521
712	Small Office Bldg (<10,000 sf)	2.16	*	2.160	KSF	\$9,495	\$5,281
714	Corporate Headquarters Building	1.30	*	1.300	KSF	\$5,715	\$3,179
715	Single Tenant Office (≥10,000 sf)	1.76	*	1.760	KSF	\$7,737	\$4,303
720	Medical/Dental Office (Stand-Alone)	3.93	*	3.930	KSF	\$17,276	\$9,609
730	Government Office Building	1.71	*	1.710	KSF	\$7,517	\$4,181
732	US Post Office	11.21	*	11.210	KSF	\$49,279	\$27,408
750	Office Park	1.30	*	1.300	KSF	\$5,715	\$3,179
760	Research and Development Center	0.98	*	0.980	KSF	\$4,308	\$2,396
770	Business Park	1.22	*	1.220	KSF	\$5,363	\$2,983

¹ Institute of Transportation Engineers, Trip Generation Manual (11th Edition)

² Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

³ DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position

* Pass-by and diverted trip rate data not available. Primary trip rates may be applied based on local data, development context, and engineering judgment

City of Sedro-Woolley 2024 Traffic Impact Fee Rate Schedule – Non-Residential LUC 800-999

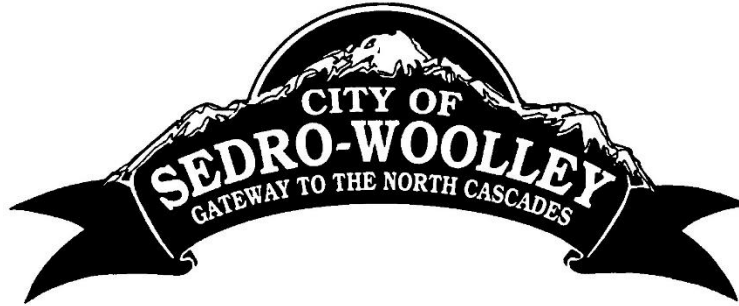
ITE Code ¹	ITE Land Use Category ¹	Base Trip Rate ²	% Primary Trips ³	Net Trip Rate	Rate per Unit ⁴	Impact Fee per Unit by District	
						Non-CBD	CBD
RETAIL							
810	Tractor Supply Store	1.40	66%	0.924	KSF	\$4,062	\$2,259
811	Construction Equipment Rental Store	0.99	74%	0.733	KSF	\$3,221	\$1,791
812	Building Materials and Lumber Store	2.25	74%	1.665	KSF	\$7,319	\$4,071
813	Free-Standing Discount Superstore (w/ Grocery)	4.33	71%	3.074	KSF	\$13,515	\$7,517
814	Variety Store	6.70	66%	4.422	KSF	\$19,439	\$10,812
815	Free Standing Discount Store (w/o Grocery)	4.86	83%	4.034	KSF	\$17,733	\$9,863
816	Hardware/Paint Store	2.98	74%	2.205	KSF	\$9,694	\$5,392
817	Nursery (Garden Center)	6.94	74%	5.136	KSF	\$22,576	\$12,557
818	Nursery (Wholesale)	5.24	74%	3.878	KSF	\$17,046	\$9,481
820	Shopping Center (>150k)	3.40	66%	2.244	KSF	\$9,865	\$5,487
821	Shopping Plaza (40-150k) w/ Supermarket	9.03	66%	5.960	KSF	\$26,199	\$14,572
821	Shopping Plaza (40-150k) w/o Supermarket	5.19	66%	3.425	KSF	\$15,058	\$8,375
822	Strip Retail Plaza (<40k)	6.59	66%	4.349	KSF	\$19,120	\$10,634
823	Factory Outlet Center	2.29	66%	1.511	KSF	\$6,644	\$3,695
840	Automobile Sales (New)	2.42	100%	2.420	KSF	\$10,638	\$5,917
841	Automobile Sales (Used)	3.75	100%	3.750	KSF	\$16,485	\$9,169
842	Recreational Vehicle Sales	0.77	100%	0.770	KSF	\$3,385	\$1,883
843	Automobile Parts Sales	4.90	44%	2.156	KSF	\$9,478	\$5,271
848	Tire Store	3.75	72%	2.700	KSF	\$11,869	\$6,602
849	Tire Superstore	2.11	72%	1.519	KSF	\$6,678	\$3,714
850	Supermarket	8.95	64%	5.728	KSF	\$25,180	\$14,005
851	Convenience Store	49.11	49%	24.064	KSF	\$105,785	\$58,836
857	Discount Club	4.19	63%	2.640	KSF	\$11,604	\$6,454
861	Sporting Goods Superstore	2.14	66%	1.412	KSF	\$6,209	\$3,453
862	Home Improvement Superstore	2.29	58%	1.328	KSF	\$5,839	\$3,247
863	Electronics Superstore	4.25	60%	2.550	KSF	\$11,210	\$6,235
866	Pet Supply Superstore	3.55	66%	2.343	KSF	\$10,300	\$5,729
867	Office Supply Superstore	2.77	66%	1.828	KSF	\$8,037	\$4,470
875	Department Store	1.95	66%	1.287	KSF	\$5,658	\$3,147
876	Apparel Store	4.12	66%	2.719	KSF	\$11,954	\$6,648
879	Arts and Crafts Store	6.21	66%	4.099	KSF	\$18,017	\$10,021
880	Pharmacy/Drug Store w/o Drive-Thru	8.51	47%	4.000	KSF	\$17,583	\$9,779
881	Pharmacy/Drug Store w/ Drive-Thru	10.25	38%	3.895	KSF	\$17,122	\$9,523
882	Marijuana Dispensary	18.92	100%	18.920	KSF	\$83,172	\$46,259
890	Furniture Store	0.52	47%	0.244	KSF	\$1,074	\$598
899	Liquor Store	16.62	64%	10.637	KSF	\$46,759	\$26,007
SERVICES							
911	Walk-in Bank	12.13	65%	7.885	KSF	\$34,660	\$19,278
912	Drive-in Bank	21.01	65%	13.657	KSF	\$60,034	\$33,390
918	Hair Salon	1.45	65%	0.943	KSF	\$4,143	\$2,304
920	Copy, Print, and Express Ship Store	7.42	66%	4.897	KSF	\$21,528	\$11,974
930	Fast Casual Restaurant	12.55	57%	7.154	KSF	\$31,447	\$17,490
931	Fine Dining Restaurant	7.80	56%	4.368	KSF	\$19,202	\$10,680
932	High Turnover (Sit-Down) Restaurant	9.05	57%	5.159	KSF	\$22,677	\$12,613
933	Fast Food w/o Drive-Thru	33.21	57%	18.930	KSF	\$83,215	\$46,283
934	Fast Food w/ Drive-Thru	33.03	50%	16.515	KSF	\$72,600	\$40,379
935	Fast Food Restaurant w/ Drive-Thru w/o Indoor Seating	59.50	50%	29.750	lane	\$130,781	\$72,739
936	Coffee/Donut Shop w/o Drive-Thru	32.29	57%	18.405	KSF	\$80,910	\$45,001
937	Coffee/Donut Shop w/ Drive-Thru	38.99	50%	19.495	KSF	\$85,700	\$47,665
938	Coffee/Donut Shop w/ Drive-Thru w/o Indoor Seating (Espresso Stand)	15.08	11%	1.659	lane	\$7,292	\$4,056
941	Quick Lubrication Vehicle Stop	8.70	72%	6.264	VSP	\$27,537	\$15,315
942	Automobile Care Center	3.11	72%	2.239	KSF	\$9,844	\$5,475
943	Automobile Parts and Service Center	2.06	72%	1.483	KSF	\$6,520	\$3,626
944	Gasoline/Service Station	13.91	58%	8.068	VFP	\$35,466	\$19,726
945	Convenience Store/Gas Station (<4,000 sf)	18.42	12%	2.210	VFP	\$9,717	\$5,404
945	Convenience Store/Gas Station (4,000 sf -- 5,500 sf)	22.76	12%	2.731	VFP	\$12,006	\$6,678
945	Convenience Store/Gas Station (>5,500 sf)	26.90	12%	3.228	VFP	\$14,190	\$7,892
947	Self-Serve Car Wash	5.54	58%	3.213	stall	\$14,125	\$7,856
948	Automated Car Wash	77.50	58%	44.950	stall	\$197,600	\$109,903
950	Truck Stop (Truck Trips Only)	15.42	58%	8.944	VFP	\$39,316	\$21,867
970	Winery	7.31	100%	7.310	KSF	\$32,135	\$17,873
971	Brewery Taproom	9.83	100%	9.830	KSF	\$43,213	\$24,034
975	Drinking Place	11.36	100%	11.360	KSF	\$49,939	\$27,775

¹ Institute of Transportation Engineers, *Trip Generation Manual* (11th Edition)

² Trip generation rate per development unit, for PM Peak Hour of the adjacent street traffic (4-6 pm).

³ Average primary trip rates, per Trip Generation Handbook (3rd Edition), 2017. Additional primary rates based on similar land use and engineering judgment.

Pass-by rates should be used with caution and refined using local data whenever possible. ⁴ DU = Dwelling Unit; KSF = 1,000 square feet; VSP = Vehicle servicing position



CITY OF SEDRO-WOOLLEY BUILDING, PLANNING & ENGINEERING FEE SCHEDULE

The fees described below are the minimum fees specific to the identified activities. Other fees may apply and will be added to the minimum fee. Plan Review and Application Fees are due at time of application. All fees must be paid before Permit Issuance or City Action.

SECTION 1. BUILDING PERMIT FEES

To calculate building permit fees, valuation is established by using the current building valuation data published by the International Code Council (ICC). Permit fees are then calculated from the City of Sedro-Woolley BPE Fee Schedule Table 1. Valuation information for structures/improvements not designated by ICC is as shown in this schedule. The plan check fees for projects reviewed by the City of Sedro-Woolley shall be 65 percent of the building permit fee.

TABLE 1—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$1.00 to \$500.00	\$23.50
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Structure or Improvement	Valuation
Uninsulated, Unheated Basement	50% of finished space
Open Carport	\$16.10 per Square foot
Foundations	\$35.00 per linear foot
Fences greater than 6' in height	\$12.84 per linear foot
Decks	\$12.84 per Square foot
Post Frame Building	\$16.10 per Square foot
Commercial Signs	\$25.00 Surface mounted \$25.00 Replacement of insert to existing sign cabinet \$200.00 Monument \$300.00 Pole-mounted

Other Building Related Fees	
Plans Examination Review Fee	65% of assessed building permit fee
Projects not specified in schedule	Valuation based on contractor's estimate
Inspections outside of normal business hours, if granted	\$100.00/hour plus administrative overhead 2 hour minimum ¹
Inspections for which no fee is specifically indicated	\$50.00 per hour ¹ ½ hour minimum
Re-inspection fees (due prior to second re-inspection of written correction notice)	\$50.00/hour plus administrative costs 1 hour minimum ¹
Expedited Inspection – for inspection requests received after 8:30 AM (due prior to subsequent inspection)	\$50.00
Additional plan review fee or inspection required by changes, additions, or revisions to plans	\$50.00/hour 1/2 hour minimum
Pre-review of Building Plans Fee – for review of building plans prior to the submittal of a complete building permit application.	10% of the projected Plans Examination Review Fee (based on building size and valuation). The Pre-review Fee does not count towards the Plans Examination Review Fee.
For use of outside consultants for plan checking, inspections, environmental, stormwater, landscape & other related reviews	\$50.00/hour administrative costs plus the resulting consultant fees
Demolition Permits	\$100.00 SFR Demolition Permit \$125.00 Commercial Demolition Permit
Temporary Certificate of Occupancy	\$250.00
Address Sign	\$25.00
Change of Use permit	\$100.00
Building Decision Appeal	\$300.00 Plus \$50.00/hour for staff time plus resulting consultant fees plus resulting attorney fees.
Washington State Building Code Council Fee – building permit fee	\$4.50 per building permit
Washington State Building Code Council Fee – multi-family unit fee	\$2.00 per unit for each unit after the first unit
Adult Family Home Application Review	\$50.00
Adult Family Home Inspection	\$50.00

Solar panel permit for buildings regulated by the International Residential Code (IRC)	\$50.00
Solar panel permit for buildings regulated by the International Building Code (IBC)	\$50.00 plus building plan review fee based in project valuation of the structural components and labor only
Residential re-roofing permit for roofing projects that require structural modification	\$75.00
Commercial re-roofing permit	\$75.00
Administration fee for processing deferred impact fees	\$100.00

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Manufactured Homes

Manufactured Home	\$500.00
Modular Homes	\$750.00 plus foundation and/or basement permit fee

Mechanical Permits

Permit Administration

1. For the issuance of each mechanical permit	\$25.00
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Unit Fees

1. Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 Btu/h (29.3 kW)	\$20.00
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For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$40.00
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For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$14.80
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2. Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25
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3. Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
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4. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$14.70
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For the installation or relocation of each boiler or compressor over three horsepower (10.6kw) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6kw)	\$27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.25
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Bin/h (512.9 kW)	\$92.65
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$10.65
For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10
6. Evaporative Coolers.	
For each evaporative cooler other than portable type	\$10.65
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	\$ 7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$10.65
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$10.65
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	\$18.20
For the installation or relocation of each commercial or industrial-type incinerator	\$14.50
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$10.65
10. Range hoods	
Residential	\$9.50
Commercial –plan review --inspection (does not include Fire Suppression)	\$50.00/hour \$50.00/hour
11. Wood/gas/pellet stove or insert	\$20.00
Dryer vent	\$7.50
Gas Range	\$7.50
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours)	\$50.00*
2. Re-inspection fees assessed under provisions of Section 116.6, per inspection	\$50.00*

3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour)	\$50.00*
4. Additional plan review required by changes, additions or revisions to plans or top for which an initial review has been completed (minimum charge—one-half hour)	\$50.00*
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

Plumbing Permits	
Permit Administration – See Appendix A for Equivalent Fixture Units table	
1. For issuing each permit	\$ 25.00
Unit Fee Schedule	
1. For each plumbing fixture on one trap or a set of fixtures on one trap	\$ 10.00
2. Rainwater systems - per drain (inside building)	
3. For each water heater and/or vent	\$ 7.00
4. For each gas-piping system of one to five outlets	\$ 7.00
5. For each additional gas piping system outlet, per outlet	\$ 5.00
6. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$ 2.00
7. For each installation, alteration or repair of water piping and/or water treating equipment, each	\$ 7.00
8. For each repair or alteration of drainage or vent piping, each fixture	\$ 7.00
9. For each lawn sprinkler system on any one meter including backflow protection devices	\$ 7.00
10. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00
10. For atmospheric-type vacuum breakers not included in item 12: 1 to 5 over 5, each	\$ 7.00 \$ 1.00
11. For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller over 2 inch (51 mm) diameter	\$ 7.00 \$ 15.00
12. For initial installation and testing for a reclaimed water system	
13. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$30.00*
14. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$30.00*
15. For each additional medical gas inlet(s)/outlet(s)	\$50.00
Other Inspections and Fees	
1. Inspections outside of normal business hours	\$50.00*

2. Re-inspection fee	\$50.00*
3. Inspections for which no fee is specifically indicated	\$50.00*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge — one-half hour)	\$50.00*
Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.	\$50.00

SECTION 2. PLANNING PERMIT FEES

Planning	
Pre-Application Meeting Fee	\$60.00 Planning Review \$60.00 Engineering Review
Comprehensive Plan Amendment	\$600.00 For projects that require more than 10 hours of staff time, the applicant will be billed at \$60.00/hour plus any consultant fees.
Zoning Ordinance Amendment	\$500.00
Rezone	See Comprehensive Plan Amendment
Long Plat - Preliminary	\$2,000.00 plus \$150/lot. For projects that require more than 30 hours of staff time, the applicant will be billed at \$60.00/hour.
Long Plat - Final	\$500.00
Short Plat	\$1,000.00
Planned Residential Development (in addition to Long Plat fees)	\$2000.00 plus \$15/lot
Conditional Use Permit (does not include Hearing Examiner Fees)	\$300.00 Residential \$1,000.00 Commercial
Essential Public Facility review (in addition to the Conditional Use Permit fee)	\$500.00
Zoning Waiver	\$200.00
Zoning Variance - Residential	\$400.00
Zoning Variance - Commercial	\$1,000.00
Home Occupation Permit	\$25.00
Boundary Line adjustment	\$150.00
Binding Site Plan - Preliminary	\$1,000.00 plus \$150/lot
Binding Site Plan - Final	\$300.00
Binding Site Plan - Amended	\$500.00
Design Review	\$25.00
Design Review for projects using the UVMU Overlay regulations	\$100 base plus \$0.005 per square foot of gross building area

Annexation	\$1,200.00
Temporary Permit per SWMC 17.64	\$300.00
Planned Action – review of applications for projects within the boundaries of an approved Planned Action Ordinance	\$300.00
Accessory Dwelling Unit (ADU) Permit	\$250.00
Request for letter of interpretation	\$250.00
Non-conforming use certificate	\$500.00
Zoning Compliance letter	\$150.00
Planning Decision Appeal	\$200.00 by Permit Applicant \$100.00 by non-permit applicant residing greater than 500 ft from the project. \$30.00 by non-permit applicant residing less than 500 ft from the project Plus all resultant consultant fees, hearing examiner fees and/or attorney fees
Planning Review of site & construction plans for new buildings (not additions to an existing building) - Single-family (including manufactured home) & duplex building permits - Small Commercial & Industrial building permits without SEPA - All other building permits including multi-family	\$70.00 \$110.00 10% of Building Permit fee or \$2,500.00 (whichever is less)
Planning Review Fee for Excavation & Grading permits w/SEPA	\$150.00
Planning Review for activities not listed specifically above.	\$60.00/hour
Hearing Examiner Fees	Actual cost Prepayment fees taken at time of application
Hearing Examiner - Prepayment of fees	Type I & II - \$2,200 Type III - \$2,200 Type IV - \$3,000
Public Notification - Legal Notice in newspaper	Actual cost
Public Notification - Postage	Actual cost
Public Notification - Prepayment of publication costs	\$350.00
Notice of Land Use Action sign	\$25.00

Environmental Fees	
Critical Areas Review Fee	\$10.00 Checklist review and site visit, if req. for building permits \$20.00 Checklist review and site visit, if req. for projects requiring land disturbance, plats, and boundary line adjustments \$380.00 Request and review applicant submitted reports
Shoreline Permit	\$200.00
Shoreline Conditional Use/Variance	\$250.00
Floodplain Permit	\$60.00
For use of outside consultants for specialty plan checking and inspections	\$60.00/hour administrative fee plus the resulting consultant fees
SEPA- State Environmental Policy Act Checklist Review	\$150.00 (up to 10,000 sq. ft. disturbed area) \$300.00 (10,000-50,000 sq. ft. disturbed area) \$500.00 (50,000 sq. ft. and over disturbed area)
SEPA- Site Visit	\$100.00
Environmental Impact Statement (E.I.S.) Review	\$500.00 (included 10 hours of staff time) For projects that require more than 10 hours of staff time, applicant will be billed at \$50.00/hour plus consultant fees
Appeal of SEPA determinations	\$1000 plus consultant fees and attorney fees.

SECTION 3. ENGINEERING PERMIT FEES

ENGINEERING DEPARTMENT FEES	
Permits/Review/Inspection/Misc	Fee
Street Vacation Request	\$1,000.00
Modification of Public Works Standards (PW Variance) Request (SW PWDS 1.3.9)	\$250.00 plus Additional Engineering Plan Review fee for every hour over 3 hours of staff time to process request
Access Permit (new driveways accessing city streets)	\$50.00
Oversize/Overweight Vehicles Permit (SWMC Ch. 10.20.025)	\$30.00
Waiver, Deferral or Modification of Frontage Improvements (SWPWDS 1.3.10 and 3.2.7.E)	\$50.00 for Single Family Residences \$250.00 for all others
Right of Way Permit (any work within city right of way including street cuts, utility extension, driveway construction, sidewalks, etc.; includes initial inspection). One work location per permit	\$70.00
Sewer Service Permit (includes initial inspection)	\$75.00
Decommissioning Septic System Inspection Fee	\$70.00

Clearing & Grading Permit (when not a part of an Engineering Plan Review project; includes TESC review and inspection)	\$50.00 - Up to 50 CYS \$100.00 plus \$25.00 per Acre – 50 CYS and over
Re-inspection for ROW Permits & Sewer Service Permits, per each	\$75.00
Engineering Plan Review – Simple Site Plan (up to two lots)	\$95.00/hour; minimum ½ hour
Engineering Plan Review (on and off site civil improvements – see SWPWDS Ch. 2.2)	0.5% approved Engineer's Project Cost Estimate; \$600.00 minimum
Additional Engineering Plan Review (see SWPWDS Ch. 2.2)	\$95.00/hour; minimum ½ hour
Consultant Plan Review where required (Traffic Signals, Traffic Impact Analysis, Stormwater etc.)	Consultant Cost plus 5%
Construction Inspection (on and off site civil improvements; may be reduced up to 50% if Developer provides full time independent inspection services)	\$500.00 plus 1.5% approved Engineers Estimate
Additional Construction Inspection (if required)	\$75.00/hour; minimum ½ hour
Consultant Specialty Inspection & Testing (SWPWDS Ch. 2.1.10)	Consultant Cost plus 5%
Pavement Repair Performance Bond (cuts 100 sf or less - refundable on satisfactory completion of work – SWPWDS Ch. 2.3 and 3.2.15.G.6)	\$750.00 (cash deposit)
Performance and Maintenance Bonds (all civil-related work)	See SWPWDS Chapters 1.4.8.B and 2.3
Address Signs (SWPWDS 1.3.2.P.1)	\$30.00/each – installation by others

For Impact Fees, see Master Fee Schedule Title 15.

SECTION 4. OTHER FEES

Fire Code Fees	
Administrative fee	\$60.00
Fire Code Operations Permit (pursuant to IFC 105.6)	\$250.00 plus \$60.00/hr plan review fee plus consultant fees.
Fire Code Construction Permit (pursuant to IFC 105.7)	\$250.00 plus \$60.00/hr plan review fee plus consultant fees.
Fire suppression – building sprinklers	\$300.00 plus Fire Plan Review Fees
Fire suppression – tenant space sprinklers	\$125.00 plus Fire Plan Review Fees
Fire suppression – commercial hood sprinklers	\$77.00 plus Fire Plan Review Fees
Fire alarm system when required	\$125.00 plus Fire Plan Review Fees
Fire alarm panel	\$50 replaced / \$75 new plus Fire Plan Review Fees
Fire Code Violation Investigation Fee	\$60.00/hr minimum 1 hour
Fire Code Violation Fine	\$60.00 - \$200.00 per violation per day
Fire Code Compliance Review Fee and Report	\$100.00 plus consultant fees
Fire Investigation Fee	\$60.00/hr plus consultant fees.
Above/Underground fuel tank installation	\$100

Underground fuel tank removal	\$75
Underground fuel tank decommission – fill in place	\$100
Compressed gas	\$50.00 plus Fire Plan Review Fees
Install/Remove LP fuel tank	\$35.00
Fire Plan Review Fee	\$60.00/hr – one hour minimum
Fire inspection Fee	\$60.00/hr – one hour minimum
Marijuana Operations Permit	\$275.00 (annual fee)
Carbon Dioxide System Permit	\$275.00 (annual fee)
Extraction Process Permit	\$275.00 (annual fee)

Enforcement Fees

Work without a permit investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit violation investigation fee	\$50.00/hour plus consultant fees plus attorney fees plus applicable fines.
Permit compliance monitoring fee (for permits that require temporary monitoring)	\$50.00/hour plus consultant fees
Building Permit Violation Fine	Add 100% of the building fee
Planning/Zoning Violation Fine	Add 100% of resulting planning fees
Legal action	\$50.00/hour administrative fee plus attorney fees and consultant fees.

Computer Mapping Services

8½ x 11	1-5 copies \$2.50 (20% discount after five copies)
11 x 17	1-5 copies \$5.00 (20% discount after five copies)
17 X 20 to 18 x 24	1-5 copies \$10.00 (20% discount after five copies)
22 X 34 to 24 x 36	1-5 copies \$15.00 (20% discount after five copies)
34 X 44 to 36 x 48	1-5 copies \$20.00 (20% discount after five copies)
A \$60/hour charge will be applied to all custom map request plus actual cost for maps produced and reproduced by outside sources.	

Administrative And Misc. Fees

Copies	\$0.15/single-page \$0.25/double-page Actual cost for multi-media materials such as computer diskettes and CD's.
Color Copies	8.5x11/\$0.50 8.5x14/\$0.75 11x17/\$1.00
Copies of recorded public hearings	Free on City website or \$15.00/disk

FEE REFUNDS: The Building Official may authorize a refund of fees in accordance with IRC R108.5 and IBC 108.6

BUILDING PERMIT EXPIRATION: Every building permit issued by the City of Sedro-Woolley under the provisions of the Building Code shall expire by limitation and become null and void if the building or work authorized by such permit is not completed per the permitted requirements within two (2) years of the date of issuance.

RENEWAL OF EXPIRED BUILDING PERMITS: To renew action on a permit after expiration, the permittee shall pay a renewal fee of one half of the amount of the building permit fee that would be required for a new permit (not plan review fee), provided no changes have been made or will be made in the original plans and specifications for such work. A new permit – including plan review fees – will be required where expiration has been more than six months. Expired non-commercial projects requiring only final inspections shall pay a minimum fee of \$100.00.

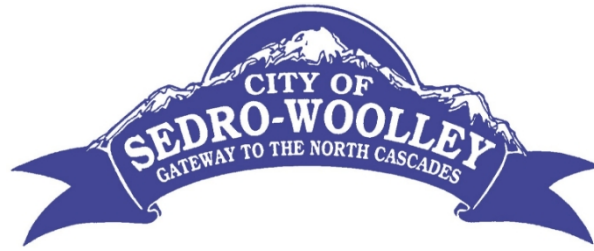
Any permittee holding an unexpired permit may apply for a six-month extension in order to complete the authorized work. The Building Official may grant one free 180 day extension of time upon a written request from the permittee showing that circumstances beyond the control of the permittee have prevented the authorized work from being completed. No permit may be extended more than once.

Appendix A - Equivalent Fixture Units

For calculation of Commercial General Facility Charge

Kinds of Fixtures	Units
Bathtubs	2
Bidets	2
Clothes washers, private	2
Clothes washers, commercial	6
Dental units or cuspidors	1
Drinking fountains	1
Floor drains	2
Interceptors for grease, oil, solids, etc.	3
Interceptors for sand, auto wash, etc.	6
Laundry tubs	2
Receptors (floor sinks), indirect waste receptors for refrigerators, coffee urns, water stations, etc.	1
Receptors, indirect waste receptors for commercial sinks, dishwashers, air-washers, etc.	3
Showers, single stalls	2
Showers, gang (per head)	1
Sinks, and/or dishwashers (residential) (2" min. waste)	2
Sinks, bar, commercial	2
Sinks, bar, private	1
Sinks, commercial or industrial, schools, etc., including dishwashers, wash up sinks and wash fountains	3
Sinks, flushing rim, clinic	6
Sinks, service	3
Sinks, service (3" trap)	6
Urinals, pedestal, trap arm only	6
Urinals, stall, separate trap	2
Urinals, wall-mounted, blowout, integral trap 2" trap arm only	3
Urinals, wall-mounted, blowout, integral trap 3" trap arm only	6
Urinals, wall-mounted, washdown or siphon jet, integral trap, trap arm only	2
Urinals, wall-mounted, washdown, separate trap (2" min. waste)	2
Wash basins, in sets	2
Wash basins (lavatories) single	1
Water closet, private installation	4
Water closet, public installation	6

Cemetery Rate Study 2024						
FACILITY NAME	Union Cemetery Sedro-Woolley	Grandview Cemetery-Anacortes	Greenhills-Burlington	Mount Vernon Cemetery	Average	Recommened ?
SERVICE OR ITEM						
Standard Grave Space + Endowment	900	1170	950	1170	1096	1100
Urn Space + Endowment	500	616	No Space sold out	450	533	533
Niche Wall Space +Endowment	Price Range 600-750	Catalogue Price		834-1074		700-850
Columbarium Estate Unit	Price Range 1100-1350	Catalogue Price	830	NA		1200-1450
Baby Space + Endowment	400	370	415	420	401	401
Open/Close Standard	750	535	1476	1350	1120	1000
Open/Close Urn	300	249	656	450	451	400
Vault Handling Fee	175	NA	190	400	295	200
Open/Close Urn with no service	175	142	456	450	349	200
Open Close Baby Space	300	286	428	300	338	330
Open Close Baby Space No equip	150	286	428	300	338	290
Open Close Niche Wall	275		330	300	315	300
Open Close Niche Wall No equip	175		330	300	315	250
Standard Liner	650	466	685	900	683	680
Urn Vault	150	194	NA	400	297	175
Headstone Set Fee	200	.57 Per Square inch	.50 Per Square inch			210
Saturday OT Casket Service	450	499	480	775	584	500
Saturday OT Urn Service	250	286	480	675	480	300
Sunday & Holiday Service Casket	550	NA	NA	975		600
Sunday & Holiday Service Urn	300	NA	NA	875		350
3pm or Later Service charge	150	NA	335	675	505	200
Disinter casket and remove	1000	2353	1300	NA	1826	1200
Disinter casket and relacted within	1400	1284	1655	NA	1469	1600
Disinter Urn and remove	225	178	220	NA	199	250
Disinter Urn and relocate within	310	357	270	NA	314	310



City Council Agenda Item

Agenda Item No.: m.5.

Date: June 26, 2024

From: Dan McIlraith, Police Chief

Subject: Purchase - 2025 ERR Police Vehicles

RECOMMENDED ACTION:

Authorize Police Chief McIlraith to purchase three police vehicles for the amount of \$189,998.10.

ISSUE:

Last year, Ford changed their order dates to spring and that ordering period is limited for government purchasing to about two weeks. We missed that opportunity in 2024 and instead went with the purchase of the Dodge Durango's. The Ford Explorer is in high demand for police vehicles across the USA. We ordered three (3) 2025 Ford Explorers on March 7, 2024, to have them delivered in 2025. If we didn't order them, we would have missed the opportunity even to place the order. Based on the recent history of delays in manufacturing, I believe the arrival will get pushed back into 2025. Based on Ford's initial estimated delivery date of 8/7/2024, this is being brought to your attention.

BACKGROUND/SUMMARY INFORMATION:

Police vehicles are budgeted annually through ERR funds. Future budgets are assessed annually to update current allocations. Currently, our police fleet is on a replacement schedule of three vehicles annually, which is about a 7–10-year cycle. Our spare vehicles are 2014 and 2015 and currently have 2015 models still being used for regular police services. In 2025, police are budgeted for (3) police vehicles.

Request approval of a purchase and payment in the budget year 2024, should the procurement of (3) new patrol cars occur in 2024. These vehicles must be ordered well in advance for the automobile company to manufacture them. Demand is very high, and availability is limited. Vehicles are ordered through the Washington State Department of Enterprise Services for regulated state government pricing. The estimated delivery is currently 8/7/2024. **The amount of \$189,998.10 is to be paid on delivery.**

OR

Request approval of a purchase and payment in the budget year 2025, should the procurement of (3) new patrol cars occur in 2025. These vehicles must be ordered well in advance for the automobile company to manufacture them. Demand is very high, and availability is limited. Vehicles are ordered through the Washington State Department of Enterprise Services for regulated state government pricing. **The amount of \$189,998.10 is to be paid on delivery.**

FISCAL IMPACT, IF APPROPRIATE:

There are available funds to cover the total amount from the ERR fund should the vehicles arrive in either 2024 or 2025.

ATTACHMENTS:

1. Organization Purchase Request Details
2. 2025 Ford Interceptor PIU

Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)

Contract #: 05916 - Motor Vehicles	Quote #: 2024-3-166
Status: On Order	Submit Date: 03-07-2024
Organization: 22908 - SEDRO WOOLLEY, CITY OF - 22908	Order Date: 03-08-2024
Order Contact: Glen Gardner	Expected Delivery Date: 08-07-2024
Contact Phone: 360-855-0111	Delivery Date:
Contact Email: ggardner@sedro-woolley.gov	Cancel Date:
	Organization Reference #: SWPD-ERR-2025
Dealer: Bud Clary Ford - W403	Organization PO #: LOI 03/08/24
Dealer Address:	Dealer Contact: Marie Tellinghiusen
	Dealer Phone: (360) 423-4321 Ext: 10945
	Dealer Email: ford.orders@budclary.com
Internal Notes:	
Comments To Dealer:	
Dealer Reference #: 24-0239 Y902-Y904	
Dealer 3/25/2024: This vehicle has been scheduled for production. Updated “expected delivery date” field to Comments: current estimated delivery time. Letter of Intent received. Added info block	

Color Options

Color Name	Quantity
Agate Black (UM)	3
Tax Exempt: N	

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2025-0521-0001	2025 Ford Police Interceptor, Pursuit-Rated SUV/Utility (AWD) (K8A/500A)	3	\$45,766.00	\$137,298.00
2025-0521-0002	INFORMATION ONLY: 25MY: Ford has advised that there will be a 50-unit ordering cap PER Fleet ID Number (FIN). If you desire additional PI Utilities, please contact dealer to request increased allocation. The alternative Hybrid (HEV) model will not be available for Job#1 production; Job#2 date	3	\$0.00	\$0.00

	Ford opens up Hybrid order bank (TBD). Please review Vehicle Standard Specifications, many NEW standard features have been added.			
2025-0521-0003	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	3	\$0.00	\$0.00
2025-0521-0004	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	3	\$0.00	\$0.00
2025-0521-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	3	\$0.00	\$0.00
2025-0521-0010	2025 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/TT96) THIS IS THE BASE VEHICLE - - Please review standard specs to view complete description.	3	\$0.00	\$0.00
2025-0521-0015	Front Headlamp Lighting Solution [Includes Pre-wire for Grille LED Lights, Siren and Speaker #60A; LED Low Beam/High Beam Headlamp, Wig-Wag function and Red/Blue/White LED side warning lights (driver side White/Red, passenger side White/Blue); Wiring, LED lights in headlamps only are included; Controller not included] (Included with Ready for the Road Package) (When ordered as a stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66A)	3	\$914.00	\$2,742.00
2025-0521-0016	Rear Lighting Solution [Includes two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted to inside liftgate glass; two (2) backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) installed on inside lip of liftgate (lights activate	3	\$467.00	\$1,401.00

	stand-alone option, recommend also ordering Ultimate Wiring Package #67U) (66C)			
2025-0521-0017	Tail Lamp Lighting Solution [Includes LED tail lamp wig-wag module; LED lights only; Wiring and controller are not included.] (Recommend also ordering Ultimate Wiring Package #67U) (Included with Ready for the Road Package #67H) (66B)	3	\$437.00	\$1,311.00
2025-0521-0018	Police Wire Harness Connector Kit - Front/(NEW)Rear (For connectivity to Ford PI Package Solutions) [FRONT includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] [REAR includes two (2) male 4-pin connectors for siren, five (5) female 4-pin connectors for lighting/siren/speaker, one (1) 4-pin IP connector for speakers, one (1) 4-pin IP connector for siren controller connectivity, one (1) 8-pin sealed connector, one (1) 14-pin IP connector] (67V)	3	\$203.00	\$609.00
2025-0521-0020	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Not compatible w/ Police Upgrade Package #65U) (63B)	3	\$346.00	\$1,038.00
2025-0521-0030	Doors/Locks: Rear Door Controls Inoperable - locks, handles and windows (locks/windows operable from drivers door switches) (68G)	3	\$82.00	\$246.00
2025-0521-0033	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer and PAITRO Time. Also eliminates the blue liftgate release button functionality. (18D)	3	\$0.00	\$0.00
2025-0521-0034	Fleet Keyed Alike (Call dealer for available key codes) (KEY)	3	\$51.00	\$153.00
2025-0521-0035	Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Pkg #67H) (Not available with Police Upgrade Pkg #65U or Front Console Plate Delete #85D) (85R)	3	\$60.00	\$180.00
2025-0521-0036	Spot Lamp, LED Bulb, Driver Only (Unity) (51R)	3	\$406.00	\$1,218.00
2025-0521-0050	Ballistic Door Panels (Level IV+) Driver Front Door Only (90F)	3	\$2,456.00	\$7,368.00
2025-0521-0251	Setina - PB5 HD Fender Wraps, Aluminum (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	3	\$594.00	\$1,782.00
2025-0521-0260	Setina - PB450L4 Lighted Push Bumper, Aluminum, includes Mar Pad (ION Trio Red/Blue/White lights, programmable) (DLR) (SET125)	3	\$1,146.00	\$3,438.00
2025-0521-0263	Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (Includes Tallman upgrade - allows additional seat recline for driver) (DLR) (SET201)	3	\$1,162.00	\$3,486.00
2025-0521-0265	Setina - Front Partition Upgrade, Add Vinyl Coated Metal Mesh Screen to Window (DLR) (SET203/204/205)	3	\$39.00	\$117.00

2025-0521-0271	Setina - Single Weapon Mount, Dual T-Rail with 1082E Blac-Rac (New Cold Wire Technology included) (Momentary Switch is required if NOT wiring into Smart Siren Controller) (Must also order RP Partition)) (DLR) (SET233)	3	\$671.00	\$2,013.00
2025-0521-0274	Setina HD TPO Full Replacement Rear Prisoner Transport Seat (includes Center-Originating Seat Belts with Docking Buckles on front partition) (Factory seat shipped loose in cargo area) (Must also order Rear 12VS Partition) (DLR) (SET300)	3	\$1,176.00	\$3,528.00
2025-0521-0279	Setina - 2nd Row Window Barriers, Steel Bars (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET322)	3	\$304.00	\$912.00
2025-0521-0281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	3	\$849.00	\$2,547.00
2025-0521-0289	Setina - EZ Lift Cargo Deck with Lower Tray (New design includes 2 gas springs) (Replaces cargo floor, retains access to spare tire) (Not compatible with Lift-up Cargo Storage Module or Radio Tray) (Must also order 12VS Rear Partition) (DLR) (SET435)	3	\$1,296.00	\$3,888.00

Request Totals

Total Vehicles:	3
Sub Total:	\$175,275.00
8.4 % Sales Tax:	\$14,723.10
Request Total:	\$189,998.10



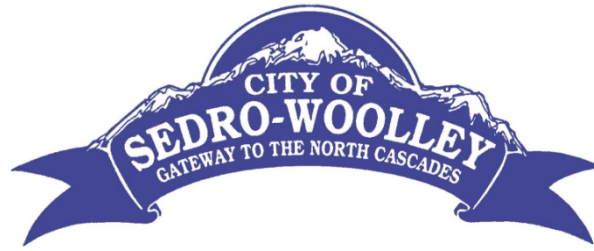
2025 Ford PIU



ITEM#	ITEM DESCRIPTION	QTY	UNIT PRICE	SUBTOTAL
*WHC399	Whelen Cencom Core amplifier module	1	\$798.49	\$798.49
*WHCCTL7	Whelen Cencom Core control head	1	\$267.16	\$267.16
*WHC399K4	Whelen Cencom Core canport install kit	1	\$35.70	\$35.70
*WHCHWLFE29	Whelen Cencom Core Siren amplifier	1	\$427.87	\$427.87
*WHCEM16	Whelen WCX Expansion Module	1	\$164.81	\$164.81
BW50UFX	Whelen WCX DUO IE XLP 12LT 20 UTILITY	1	\$1,275.68	\$1,275.68
BS508	Whelen I-E RST WCX 8-LT S/D	1	\$938.91	\$938.91
TCRHD5	TRACER DUO 5-LAMP HOUSING	2	\$827.65	\$1,655.30
TCRB50	TRACER MTG KIT INTERCEPTOR SUV	2	\$28.56	\$57.12
795H	GTT 795H LED EMITTER	1	\$1,458.76	\$1,458.76
795DMBKT	GTT 795H LED EMITTER - Mount	1	\$32.73	\$32.73
WHVTX3609B	Whelen Vertex 360 - Blue	2	\$80.92	\$161.84
WHS315P	Whelen 100 Watt Siren Speaker	1	\$203.56	\$203.56
WHS315P	Whelen WH315 speaker universal bracket	1	\$0.00	\$0.00
WH3SRCCDCR	Whelen red/white compartment LED	2	\$58.31	\$116.62
NP6BB	Whelen Nano6 LED	2	\$189.81	\$379.62
*HSC-VS-0618-INUT	Havis 2020 Ford PIU Console	1	\$502.40	\$502.40
*HSC-HDM-204	Havis 8.5" HD Telescoping pole	1	\$184.00	\$184.00
*HSC-PM-124	Havis Brother PJ printer mount	1	\$206.40	\$206.40
*HSC-USB-2	Havis Dual USB charging module	1	\$99.00	\$99.00
*HSC-CUP2-I	Havis dual cup holder	1	\$53.60	\$53.60
*HSC-ARM-103	Havis arm rest	1	\$145.60	\$145.60
*HSC-EB25-KNX-1P	Equipment Bracket - Kenwood VHF Radio	1	\$0.00	\$0.00
*HSC-EB25-XTL-1P	Equipment Bracket - Motorola UHF Radio	1	\$0.00	\$0.00
*HSC-EB40-CCS-1P	Equipment Bracket - Cencom Head	1	\$0.00	\$0.00
*HSC-AP-0325	Havis accessory pocket	1	\$55.20	\$55.20
*HSC-FP-1	Havis filler plate 1"	2	\$0.00	\$0.00
*HSC-MCB	Havis Mic bracket	3	\$15.20	\$45.60
*HSC-MC	Havis Mic Clip	1	\$12.80	\$12.80
*HSC-MD-119	Havis 11" slide out locking arm	1	\$293.60	\$293.60
*HSDS-DA-602	Havis communications hub	1	\$196.80	\$196.80
*HSUT-1004	Havis universal rugged cradle	1	\$270.40	\$270.40
*HSC-UMM-101	Havis universal monitor mount	1	\$94.40	\$94.40
*HSC-ADP-110	Havis bracket assembly	1	\$32.80	\$32.80
MMSU-1	Magnetic Mic	2	\$34.95	\$69.90
*HSC-C-KBM-201	Havis Keyboard Mount	1	\$109.60	\$109.60
*HSC-KBM-206	Havis Keyboard	1	\$592.00	\$592.00
ECVDMTLAL00	Sound-Off Dome LED RED/WHITE	1	\$68.50	\$68.50
				\$11,006.77

	Vehicle Graphics	1	\$2,249.67	\$2,249.67
	Vehicle Equipment Install	1	\$1,500.00	\$1,500.00
CH27	C911 wiring harness	1	\$530.00	\$530.00
	Dell Inspiron 2-in-1 15 I7579	1	\$629.00	\$629.00
KNOX BOX	Knoxbox Keydefender and eKey	1	\$1,430.00	\$1,430.00
CBL-500-500-C00	Honeywell 16' usb scanner cable	1	\$21.37	\$21.37
19GSR-2-04316	Honeywell Xenon 1900 scanner	1	\$210.66	\$210.66
010-00321-31	Garmin USB GPS	1	\$64.60	\$64.60
	200W Power Inverter DC 12V	1	\$23.99	\$23.99
Brother PJ-722	Brother PJ-722	1	\$321.49	\$321.49
PYT3STD-1K	Python dual head Radar	1	\$1,179.00	\$1,179.00
	Kenwood VHF Radio	1	\$1,582.11	\$1,582.11
	Motorola APX 6500 UHF Radio	1	\$6,067.90	\$6,067.90
				\$15,809.79

PARTS	\$26,816.56
CAR	\$58,425.00
SUBTOTAL	\$85,241.56
TAX	\$7,671.74
GRAND TOTAL	\$92,913.30



City Council Agenda Item

Agenda Item No.: m.6.

Date: June 26, 2024

From: Charlie Bush, City Administrator

Subject: Draft 2025-2026 City Council Goals and Work Plan

RECOMMENDED ACTION:

Staff recommends approval when the Council is comfortable with the content.

ISSUE:

Staff are seeking Council review, feedback, and possible action.

BACKGROUND/SUMMARY INFORMATION:

Attached is a revised set of draft City Council goals resulting from the City Council's March 15th retreat. Staff are seeking review and feedback from the Council. The Strategic Planning Committee approved moving this document on for Council consideration at their April 24, 2024 meeting. Since, Mark Freiburger made some minor edits. Also attached is the draft Economic Development Action Plan under review by the City Council's Planning and Business Development Committee as some of the items mentioned at the retreat exist in this plan and there is interplay with the draft goals. Once adopted, the City Council's 2025-2026 Goals and Work Plan will be planned for in the 2025-2026 City budget.

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

1. 2025-2026 City Council Goals and Department Operational Plans - Marked Up
2. 2025-2026 City Council Goals and Department Operational Plans - Clean
3. Draft Sedro-Woolley Economic Development Action Plan Version 6.0

City of Sedro-Woolley 2025-26

AND DEPARTMENT OPERATIONAL PLANS

Increase parks and recreation usage by residents and tourists

- Update City website and overall marketing of City parks by ~~April 1, 2023~~ July 1, 2025 (Administration, Public Works, Information Technology).
 - Include 3D interactive mapping
 - Include better integration of events and rental opportunities
 - Include drone footage of the City's special events.
- Develop new partnerships, possibly including a consultant(s) after exploration with the City Council, ~~using American Rescue Plan Act Funds~~, by ~~April 1, 2023~~ December 31, 2025. The goal is to recruit, plan, create, market, and support sports tournaments and other special events in Sedro-Woolley and the surrounding area. The City would use these events to build up demand for additional hotel space, leading to increased hotel/motel revenues that can sustain this program, and tourism in Sedro-Woolley, into the future (Administration, Public Works).
- Work strategically to expand outdoor recreation options in the areas around Sedro-Woolley and to better connect Sedro-Woolley to those areas. Provide an initial report to the City Council by ~~October 1, 2023~~ December 31, 2025 (Administration, Public Works).
 - Olmsted Park Phase 1 Infrastructure, Restroom and Caretaker Residence; construction 2024+
 - Olmsted Park Phase 2 Picnic Structures; construction 2024/2025 (updated 8/9/2023)
 - Olmsted Park Phase 3 Playground and Sports Courts; RCO Application 2024; construction 2025 (updated 8/9/2023)
 - Reed Street Park; design 2025; RCO application 2026; construction 2026/2027 (updated 8/9/2023)
 - SR20/Cascade Trail Phase 2A Holtcamp to Hodgins; construction 20254. (updated 5/1/2024).
 - SR20/Cascade Trail Phase 2B Collins Rd to Holtkamp Rd; partially funded by SCOG TAP; TIB appl 2024; Design 2024/2026/2025/2027; CN 2026-2028 (updated 8/9/2023 5/1/2024).

- Evaluate the opportunity to expand ballfield capacity (Little League, soccer, etc.) with the update of the City's Comprehensive Plan Update. Evaluate developing parks that pay for themselves. Evaluate more use of the floodplain for sports tournaments.
- Better activate the skate park by reviving and ~~sustain~~sustaining the annual skate park competition.
- Evaluate financial sustainability models for the City's parks system.
- Further develop strategic partnerships with governments, non-profit organizations, and private businesses that can accelerate parks and recreation tourism and usage in Sedro-Woolley. Provide a report to the City Council by January 1, 2024 (Administration).

Commented [CB1]: Duplicative with action above

Improve the City's economy

- Continue to improve public infrastructure that supports economic development and quality of life and provide regular updates to the City Council (Public Works, Planning & Building).
 - Begin implementation of economic development action plan. Provide annual progress reports to the City Council's Planning and Business Development Committee and to the full Council.
 - The Economic Development Action Plan includes improving signage within the community (item discussed at the City Council Retreat).
 - Secure funding and complete the Jones/John Liner/Trail Road Corridor projects by 2029 to support City and SWIFT Center growth (Engineering/Public Works Divisions).
 - SR9/Township & John Liner/McGarigle Intersection Project; construction 2025
 - John Liner Rd, Reed to Township Bicycle/Pedestrian Improvements project; construction 2027 (updated 8/8/2023 5/1/2024)
 - Project C1B Jones/John Liner BNSF Undercrossing Project Phase 2; design/ROW in 2024/2025/2026 2025, construction 2027 (updated 5/18/9/2024 3)
 - Cook Road/South Trail Road Intersection (Roundabout) Project; design/ROW 2025 4/2026 5; construction 2027 (updated 5/1/2024 6)
 - Complete short-term Wastewater Treatment Plant Capacity Projects by 2025 (Engineering/WWTP Division)
 - Former Laboratory/Operations Building Demolition Digester Aeration Upgrades – construction 2025 25 (updated 5/1/2024 8/9/2023)
 - Long-term WWTP Capacity Improvements to support growth by 2029

- Facilities Plan (when plant reaches 85% Capacity est. 2024/2025); begin 2024; complete 2025.
- Plant upgrade design 2026/2027; construction 2027/2028.

• Protect commercially zoned land (Planning & Building)

• Evaluate the City's revenue trends and provide a report to Council by July 1, 2025.

◦ Develop strategies to grow the City's sales tax revenues

•◦ Increase hotel/motel revenues

Complete the Comprehensive Plan on time, by December 31, 2025, and under budget. Continue the City's growth model where lots on the edge of town are primarily zoned single family, with missing middle housing interspersed in the primarily single-family residential zones. Future growth will be accommodated through a combination of urban growth area expansion to the north as necessary per a land capacity analysis, infill in existing residential neighborhoods and accommodating higher densities in commercial zones (where commercial is the primary use on the main floor).

- Assure that the city's zoning and development standards provide for a variety of housing types in the city and maintain development standards that assure adequate on-site parking is provided for new housing (Planning & Building).
- The county will be determining the amount of projected population growth in the county and in each jurisdiction between 2025-2045 as a part of the State GMA Comprehensive Plan updates due June 30, 2025. With the above goal in mind, coordinate with the other Skagit County jurisdictions to determine the amount of growth in Sedro-Woolley between 2025-2045 (Planning & Building).
- Perform a Land Capacity Analysis to determine the amount of available land within City Limits to accommodate the projected population growth between 2025-2045 (Planning & Building).
- Based on the amount of land available, use the above council goal to determine how much future population can be accommodated in the existing city limits and how much land needs to be added to the urban growth area to accommodate the projected population growth between 2025-2045 (Planning & Building).
- Demonstrate how much land is necessary to accommodate 20 years of growth based on the councils above growth goal and recommend that the county adjust the city UGA to meet the city's 20-year growth projections (Planning & Building).
- Update the city's zoning regulations as well as the Housing and Land Use Elements of the Comprehensive Plan as part of the 2025 updates to reflect the council's housing and land use goals and reflect the adjusted UGA boundaries (Planning & Building).
- Review connection and impact fees upon completion of the comprehensive plan (Public Works, Planning & Building).

City of Sedro-Woolley 2025-26

AND DEPARTMENT OPERATIONAL PLANS

Increase parks and recreation usage by residents and tourists

- Update City website and overall marketing of City parks by July 1, 2025 (Administration, Public Works, Information Technology).
 - Include 3D interactive mapping
 - Include better integration of events and rental opportunities
 - Include drone footage of the City's special events.
- Develop new partnerships, possibly including a consultant(s) after exploration with the City Council by December 31, 2025. The goal is to recruit, plan, create, market, and support sports tournaments and other special events in Sedro-Woolley and the surrounding area. The City would use these events to build up demand for additional hotel space, leading to increased hotel/motel revenues that can sustain this program, and tourism in Sedro-Woolley, into the future (Administration, Public Works).
- Work strategically to expand outdoor recreation options in the areas around Sedro-Woolley and to better connect Sedro-Woolley to those areas. Provide an initial report to the City Council by December 31, 2025 (Administration, Public Works).
 - Olmsted Park Phase 1 Infrastructure, Restroom and Caretaker Residence; construction 2024+
 - Olmsted Park Phase 2 Picnic Structures; construction 2024/2025 (updated 8/9/2023)
 - Olmsted Park Phase 3 Playground and Sports Courts; RCO Application 2024; construction 2025 (updated 8/9/2023)
 - Reed Street Park; design 2025; RCO application 2026; construction 2026/2027 (updated 8/9/2023)
 - SR20/Cascade Trail Phase 2A Holtcamp to Hodgins; construction 2025. (updated 5/1/2024).
 - SR20/Cascade Trail Phase 2B Collins Rd to Holtkamp Rd; partially funded by SCOG TAP; TIB appl 2024; Design 2026/2027; CN 2028 (updated 5/1/2024).
 - Evaluate the opportunity to expand ballfield capacity (Little League, soccer, etc.) with the update of the City's Comprehensive Plan Update. Evaluate developing parks that pay for themselves. Evaluate more use of the floodplain for sports tournaments.

- Better activate the skate park by reviving and sustaining the annual skate park competition.
- Evaluate financial sustainability models for the City's parks system.

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Sedro-Woolley Economic Development Action Plan (Draft)

Version 6, May 8, 2024

Items in green are potential ARPA investments

Items in blue are underway

Priority #1: Provide business-friendly permitting

- By the end of 2025, evaluate fees
- By the end of 2025, establish permitting benchmarks for commercial permits and track progress
- Invest in Planning & Building staffing through the 2025-26 budget process to better support business permitting
- By the end of 2026, invest in Lean/Six Sigma process improvement processes to increase permitting system efficiency
- By the end of 2026, improve the City's Code to allow for more efficient and simplified permit processes, including more up-front design review

Priority #1: Support housing development to provide a larger local workforce and to further support local retail

- Evaluate the housing types needed to have the largest benefit on the Sedro-Woolley economy through the 2023-25 Comprehensive Plan Update
- By the end of 2026, implement strategies and incentives to support the housing types desired

Priority #2: Focus on public Downtown Improvements

- Parklets – consider code changes by the end of 2024
- Community Development Grant Program – completed by the end of 2024
 - Painting
 - Support updates to key buildings (ex. Woolley Market)
- Potential New/Refurbished Public Infrastructure – complete by the end of 2028
 - Sidewalks
 - AED signs
 - Murals
 - Planters
 - More trash cans downtown (on Metcalf) with better designs
 - Alleys
 - Lighting
 - Street lights recently painted
 - Extend the system on Metcalf
 - Address Parking – consider parking regulations, supply
- Festival/Event Improvements – complete by the end of 2027
 - Wiring for festivals
 - Lights for festivals – consider lights hanging across Metcalf
 - Develop a Downtown concert venue
- Partner with BNSF on public use of their right of way (ex. mobile art walk) – by the end of 2025

Priority #2: Improve the State Route 20 and State Route 9 Corridors

- Improve the appearance of roundabouts – by the end of 2026
- Improve directional signage – by the end of 2026
- Develop an archway to cover the railroad trestle and point tourists to Downtown – by the end of 2026
- Improve the appearance of fencing
- Partner with the new owners of Skagit Industrial Park, Sedron Industries, to leverage Sedron's investment in the park to accent and benefit Downtown Sedro-Woolley and the State Route 20/9 corridor – by the end of 2025
 - Improve the State Route 20/9 appearance of the park
 - Explore improved connectivity of the park to the rest of the City
 - Evaluate Downtown improvements that may compliment the park and elements of the park that may be able to compliment Downtown and the State Route 20/9 corridor
- Work to get Ferry Street properties improved on the entry to Downtown from Highway 9, perhaps some funds could be used for environmental studies, as needed, in this area – by the end of 2028, a corridor plan for the streetscape might be an option

Priority #2: Improve the Cleanliness and Visual Appearance of Commercial Areas, including Downtown

- Invest in additional Public Works staff or partnerships to enhance the cleanliness of commercial areas in Sedro-Woolley – by the end of 2026

Priority #2: Engage in creative placemaking – support the creation of experiences and places that are unique for visitors to and residents of Sedro-Woolley

- Support public art with the support of the Arts Commission – by the end of 2025
- Develop small parks – ex. the lot by Tricky Busiu could be used for a park and parking if received from BNSF – by the end of 2026
- Evaluate streetscapes and landscaping – by the end of 2027
- Invest in trails and parks and connect them – by the end of 2028
- Create a more dog-friendly city - evaluate dog park expansion and the development of additional dog parks – by the end of 2028
- Possible food truck pads at our parks (especially Olmsted and Memorial) – by the end of 2028
- Capitalize on small-town Americana strengths by supporting and promoting experiences and services that people want
- Focus on making Sedro-Woolley more fun and interesting

Priority #2: Do further work with economic development partners to provide additional help and technical assistance for online commerce and other technical business support services

- Offer resources and referrals to partners from within the Planning & Building Department – by the end of 2025
- Partner with the Chamber to promote shopping local and to celebrate local businesses, especially manufacturing and retail – by the end of 2026
- Partner with organizations like RAIN Catalysts, the Small Business Development Center, the Center for Inclusive Entrepreneurship, and the Economic Development Alliance of Skagit County

(EDASC) to provide services for Sedro-Woolley businesses. Consider providing space to one or several from which to deliver services more locally here. – by the end of 2026

Priority #2: Support infill commercial and housing development

- Evaluate options/opportunities and identify barriers during the 2023-2025 Comprehensive Plan update
 - Focus on site readiness and removing obstacles

Priority #2: Continue to partner regionally to benefit the regional economy, which will benefit the Sedro-Woolley Economy

- Use the 2023-25 Comprehensive Plan Update to become clearer on what industry clusters the City wants to recruit and grow to help diversify its economy
- Leverage collective strengths in Skagit Valley – possible focus on food. Leverage valley value-added agriculture as the theme – by the end of 2026

Priority #2: Continue to Partner with the Port of Skagit and Skagit County on the Continued Redevelopment of the SWIFT Center

- Support business incubator space at the SWIFT Center, particularly the NWIRC proposal – ongoing
- Develop Olmsted Park – by the end of 2026 with first phases in 2024
- Destination music in the park in the shorter term could be a benefit to the community – by the end of 2024
- Support the theme of community wellness, recreation, tourism, and hospitality at the SWIFT Center - ongoing
- Help support the \$45 million needed to renovate SWIFT Center buildings - ongoing
- Develop meeting space - ongoing

Priority #2: Support Enhanced Tourism

- Develop a parks and trails map – by the end of 2024
- Develop marketing videos – by the end of 2026
- Tap into the City's history by working more formally with the Sedro-Woolley Museum and other history-focused organizations – ongoing, develop additional partnerships by the end of 2026
- Promote and develop sports tournaments and events through partnerships – by the end of 2026
- Cultivate and sustain a more open and welcoming atmosphere - ongoing
- Leverage lodging tax funding to fuel more tourism – ongoing
- Become the Basecamp of the North Cascades, leveraging outdoor recreation - ongoing
 - Partner with the North Cascades Institute, North Cascades National Park, the Pacific Northwest Trail Association, local wilderness guides, and other recreation-based organizations and businesses
- Work with hotel operators to consider developing in Sedro-Woolley – by the end of 2028
 - Evaluate vacation policies related to vacation rentals if hotel development does not materialize
- Evaluate cycling infrastructure and services, recruit a bike shop and other key services – by the end of 2028

Priority #2: Citywide Public Infrastructure Development

- Repair sidewalks - ongoing
- Continue to fund and build projects to support growth. Review impact fees and project funding to make sure there is financial support for the planned projects. - ongoing
- Plant beautiful trees that don't heave sidewalks - ongoing

Priority #3: Workforce Development – all items are ongoing

- Encourage Sedro-Woolley School District and EDASC to develop a Sedro-Woolley Workforce Development Action Team
- Evaluate opportunities for youth to get into apprenticeships, build partnerships with schools
- Work with the Port to evaluate possible education uses of SWIFT Center
- Help Sedro-Woolley School District connect students with businesses
- Work with Job Corps and Skagit Valley College
- Engage CTE programs (career technical education)
- Have more of a trades-focus locally