

Next Ord:2080-24
Next Res:1150-24

CITY COUNCIL AGENDA

September 11, 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 - Regular City Council Meeting - August 14, 2024
- 2. Check Register - Regular
- 3. Check Register - Off-Cycle
- 4. Check Register - Off-Cycle
- 5. Appointment of Jessica Jasper to Planning Commission
- 6. Purchase - Fire Department Stryker Pro Stretcher
- 7. Community Development Grant Program - Howmac Dimensional Graphics Amendment 1
- 8. Lodging Tax Changes Referred to Lodging Tax Advisory Committee

f. Introduction of Special Guests and Presentation

- 1. Swearing In of Police Officer Joseph Eggert
- 2. Swearing In of Firefighter / EMTs: Devon Heckard, Jacob Braaten, LaRen Gevaart-Rossie, Jack Cole, Dillon Russell, Drew Jenkins, Bobby Castilleja, and Sean O'Neill
Swearing In of Firefighter /Paramedics: Brandon Paulson and Philip Chong
- 3. Central Skagit Library District Director Rachel McDonald

g. City Administrator Report

h. Councilmember and Mayor's Report

i. Proclamation(s)

- 1. Library Card Sign-up Month

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. Professional Services Agreement (Amendment No. 2) – KLJ Financial Consulting – 2025 Sewer Rate Study

m. New Business

1. Housing Forum Discussion
2. House Bill 1590 Funding - Request for Proposals
3. Professional Services Agreement - Reichhardt & Ebe Engineering Inc - John Liner Arterial Improvement Project
4. Surplus Vehicle/Equipment - Resolution 1148-24
5. Agreement - Waste Management Inc. - Recycling Processing

n. Information Only Items

1. 2025 Legislative Agenda - AWC Board of Directors - Legislative Priorities Committee

o. Executive Session

p. Adjournment

Next Meeting(s) City Council and Finance and Information Technology Committee - September 25, 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: September 11, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Minutes - Regular City Council Meeting - August 14, 2024

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

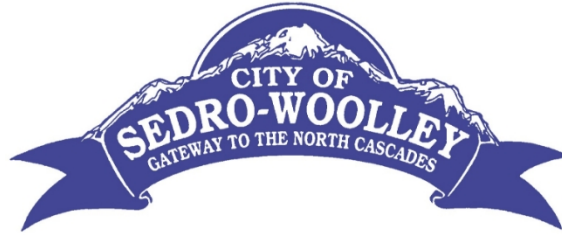
Minutes recorded for the Regular City Council Meeting, held on August 14, 2024.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. 8-14-2024 Regular City Council minutes



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

a. Call to Order

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

b. Pledge of Allegiance

c. Roll Call

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

d. Approval of Agenda

Motion made by Councilmember Kesti and seconded by Councilmember Lavacca to approve the agenda which will include an executive session followed by a closed session. Motion carried (7-0).

e. Consent Agenda

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

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

1. Minutes - Regular City Council Meeting - July 10, 2024
2. Minutes - Regular City Council Meeting - July 24, 2024
3. Minutes - City Council Special Meeting - July 31, 2024
4. Check Register - Regular
5. Check Register - Off-Cycle
6. Check Register - Regular

f. Introduction of Special Guests and Presentation

1. Family Promise - Executive Director Audrea Woll

Executive Director Audrea Woll shared Family Promise 2024 goals, projects, details, and the outcome of the goals.

2. Office of the Washington State Auditor - 2023 Audit Results

Audit Manager Deena Garza, Audit Supervisor Susanna Hancock and Audit Lead David Holcomb shared the 2023 audit results, including accountability regarding accounts payable, payroll, open public meetings and the financial condition of the city.

g. City Administrator Report

City Administrator had nothing to report.

h. Councilmember and Mayor's Report

Councilmember Loy shared an update about the Skateboard Challenge Event on August 17, 2024.

Councilmember Kesti shared an event located at the Museum on August 24th and 25th, 2024 celebrating the Love of Northern State History.

Councilmember Diamond thanked the Public Works Department and crew for their efforts in maintaining the parks and sidewalks, and shared positive feedback received regarding the sidewalk repairs.

Councilmember Henderson spoke about an event on August 21st from 5pm to 6pm in the Council Chambers regarding a League of Women's Vote Forum and encouraged others to attend. He spoke about the Battery Project Presentation he attended, and also shared positive feedback received, regarding the new crosswalk at the intersection of Ferry St and Township St.

Councilmember Cocke shared his excitement regarding the groundbreaking of the Stabilization Center.

Councilmember Burns shared his excitement regarding the groundbreaking of the Stabilization Center, and shared positive feedback received regarding the sidewalk projects.

Councilmember Burns spoke about his ride along experience with Officer Carr and learned about her daily duties and how she handles code enforcement.

Councilmember Lavacca wanted to thank Community Development Director Tom Glover for the formatted council items, and thanked our Information Technology Director, Woody Tovar - Cano, for his expertise regarding tech.

Councilmember Lavacca shared that the flower hanging baskets in town look amazing.

Mayor Julia Johnson spoke about the new Stabilization Center, renamed as Stabilization Treatment and Recovery (STAR) and also extended invites to the League of Woman's Vote Forum on the 21st of August.

Mayor Julia Johnson thanked Councilmember Loy for putting together the Skateboard Challenge Event.

i. Proclamation(s)

j. Public Comments

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

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

A public comment period was held.

k. Public Hearing(s)

1. Hanson Annexation - Ordinance 2077-24 - Action Requested

Community Development Director Tom Glover presented the Hanson Annexation, Ordinance 2077-24.

Residents: Janet Goodman, Teresa Johnson, Cindy Johnson, Theresa Johnson, Dean Holt, Troy Hanson, Phillip Murray and Dorothy Defremery spoke during the Public Hearing

Motion to approve Ordinance 2077-24 annexing the Hanson property into the city limits made by Councilmember Lavacca and seconded by Councilmember Burns. Motion carried (6-0). Councilmember Diamond recused herself from the vote regarding the Hanson Annexation.

2. 2024 Countywide Planning Policies Update

Community Development Director Thomas Glover shared the 2024 Countywide Planning Policies updates.

No action was taken.

l. Unfinished Business

m. New Business

1. Land Use Agreement - WDFW - Riverfront Boat Launch Maintenance

Public Works Director Bill Bullock shared information on the renewal of the joint maintenance agreement with the Washington Department of Fish and Wildlife regarding

the Riverfront Boat Launch.

Motion to authorize the Mayor to enter into a land use agreement with the Washington Department of Fish and Wildlife (WDFW) for the joint maintenance and operation of the Sedro-Woolley Access area in the vicinity of Riverfront Park. Motion made by Councilmember Burns and seconded by Councilmember Diamond. Motion carried (7-0).

2. Donation Acceptance of Loggerodeo Wood Carving - Ordinance 2078-24 - Action Requested

Motion to approve Ordinance 2078-24 accepting the chainsaw carving donation from the 2024 Sedro-Woolley Loggerodeo, valued at approximately \$3,000.00. Motion made by Councilmember Lavacca and seconded by Councilmember Burns. Motion carried (7-0).

n. Information Only Items

1. Monthly Permit Report - July 2024
2. Public Works Director Signing Authority

o. Executive Session

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

At 8:00pm, Mayor Julia Johnson, announced the City Council along with City Attorney Nikki Thompson would be in executive session for 15 minutes to return at 8:15pm.

At 8:15pm, Mayor Julia Johnson returned and announced no decision had been made.

p. Adjournment

The meeting adjourned at 8:15 P.M.

q. Closed Session

1. To Discuss A Collective Bargaining Agreement

A closed session was held.

ATTEST:

APPROVED:

Kelly Kohnken, City Clerk

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: e.2.

Date: September 11, 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 #202795 through #202874, plus EFT's. Additional surcharges are not included on the check register. Payroll ACH's include associated benefit checks #61241 through #216247 for August 20, 2024, and benefit checks #61248 through 61257 for September 5, 2024, plus EFT's.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFT's, totaled \$315,454.55

Surcharges totaling \$158,047.43

Payrolls totaled \$409,064.33 for August 20, 2024, and \$613,720.57 for September 5, 2024.

ATTACHMENTS:

1. 2024-09-11 Check Register
2. 2024_08_SrCharge

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:48:36 Date: 09/04/2024

09/12/2024 To: 09/12/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9109	09/12/2024	Claims	2	EFT	Comcast Holdings Corp	470.95	
					001 - 518 80 42 021 - Internet Services	470.95	
9110	09/12/2024	Claims	2	EFT	Pitney Bowes Global Fin Svcs	942.27	
					001 - 514 23 45 000 - Operating Rentals/Leases	235.57	
					001 - 521 20 42 010 - Postage	235.57	
					001 - 522 20 42 010 - Postage	235.57	
					001 - 524 20 42 000 - Postage	78.52	
					001 - 558 60 42 010 - Postage	78.52	
					001 - 595 10 42 000 - Postage	78.52	
9111	09/12/2024	Claims	2	EFT	Pitney Bowes	800.00	
					001 - 512 50 42 010 - Postage	146.44	
					001 - 514 23 42 010 - Postage	117.65	
					001 - 521 20 42 010 - Postage	250.86	
					001 - 522 20 42 010 - Postage	1.83	
					001 - 522 20 42 020 - Telephone	1.66	
					425 - 531 50 42 010 - Postage	39.17	
					401 - 535 80 42 015 - Postage	156.69	
					102 - 536 20 42 010 - Postage	6.53	
					412 - 537 80 42 010 - Postage	65.29	
					001 - 558 60 42 010 - Postage	8.37	
					001 - 595 10 42 000 - Postage	5.51	
9112	09/12/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	3,284.48	
					001 - 513 10 42 020 - Telephone	154.35	
					001 - 514 23 42 020 - Telephone	84.42	
					001 - 518 80 42 020 - Telephone	84.42	
					001 - 521 20 42 020 - Telephone	971.71	
					001 - 524 20 42 020 - Telephone	124.43	
					401 - 535 80 42 030 - Cell Phones	513.21	
					102 - 536 20 42 020 - Telephone	82.22	
					412 - 537 80 42 025 - Cell Phones	379.89	
					103 - 542 30 42 020 - Telephone	233.77	
					001 - 558 60 42 020 - Telephone	42.21	
					101 - 576 80 42 020 - Telephone	343.11	
					001 - 595 10 42 025 - Cell Phones	270.74	
9113	09/12/2024	Claims	2	EFT	Cellco Partnership dba Verizon Wireless	1,040.52	
					001 - 521 20 42 020 - Telephone	880.44	
					001 - 522 20 42 020 - Telephone	120.07	
					101 - 576 80 42 020 - Telephone	40.01	
9114	09/12/2024	Claims	2	202795	A-1 Mobile Lock & Key	108.60	
					101 - 576 80 48 016 - City Hall	65.16	
					101 - 576 80 48 016 - City Hall	43.44	
9115	09/12/2024	Claims	2	202796	Amazon Capital Svcs, Inc	2,721.60	
					001 - 512 50 31 000 - Supplies	44.30	
					001 - 512 50 31 000 - Supplies	76.60	
					001 - 512 50 31 000 - Supplies	95.55	
					001 - 512 50 31 000 - Supplies	5.97	
					001 - 512 50 31 000 - Supplies	27.68	
					001 - 517 90 43 001 - Employee Recognition	48.16	
					001 - 518 80 31 001 - Repair & Maintenance Sup	325.79	
					001 - 518 80 31 001 - Repair & Maintenance Sup	29.53	
					001 - 521 20 26 000 - Uniforms/Accessories	130.27	
					001 - 521 20 26 000 - Uniforms/Accessories	76.96	
					001 - 521 20 26 000 - Uniforms/Accessories	162.84	
					001 - 521 20 26 000 - Uniforms/Accessories	116.40	
					001 - 521 20 31 002 - Office/Operating Supplies	52.10	
					001 - 521 20 31 002 - Office/Operating Supplies	42.34	

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:48:36 Date: 09/04/2024

09/12/2024 To: 09/12/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 31 002 - Office/Operating Supplies			139.99	
			001 - 521 20 31 002 - Office/Operating Supplies			243.25	
			001 - 522 20 31 000 - Operating Supplies			59.84	
			001 - 522 20 31 000 - Operating Supplies			29.92	
			001 - 522 20 35 000 - Small Tools & Minor Equip			49.42	
			001 - 524 20 31 000 - Off/Oper Supps & Books			25.01	
			001 - 524 20 31 000 - Off/Oper Supps & Books			13.76	
			412 - 537 80 31 000 - Operating Supplies			26.38	
			001 - 558 60 31 000 - Supplies/Books			25.01	
			001 - 558 60 31 000 - Supplies/Books			13.76	
			101 - 576 80 35 000 - Small Tools & Minor Equip			18.39	
			101 - 576 80 48 016 - City Hall			81.56	
			001 - 594 21 64 000 - Machinery & Equipment			688.72	
			001 - 595 10 31 000 - Supplies			58.34	
			001 - 595 10 31 000 - Supplies			13.76	
9116	09/12/2024	Claims	2	202797	Ben-Ko-Matic Co	1,047.17	
			401 - 535 50 48 010 - Maintenance Of Lines			1,047.17	
9117	09/12/2024	Claims	2	202798	Bio Bug Northwest, Inc	168.33	
			101 - 576 80 48 001 - Riverfront			70.59	
			101 - 576 80 48 016 - City Hall			97.74	
9118	09/12/2024	Claims	2	202799	Birch Equipment Co Inc	633.44	
			101 - 576 80 45 001 - Equipment Rental			633.44	
9119	09/12/2024	Claims	2	202800	Bluebeam, Inc.	1,107.72	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			1,107.72	
9120	09/12/2024	Claims	2	202801	Blythe Mechanical Inc	5,885.58	
			101 - 576 80 48 001 - Riverfront			283.99	
			101 - 576 80 48 006 - Memorial Park			5,601.59	
9121	09/12/2024	Claims	2	202802	Bonner Electrical Contracting LLC	1,543.71	
			001 - 522 50 48 010 - Repairs/Maint-Dorm			1,543.71	
9122	09/12/2024	Claims	2	202803	Boulder Park Inc	18,071.39	
			401 - 535 80 35 020 - Solids Handling			18,071.39	
9123	09/12/2024	Claims	2	202804	Braber Equipment LTD	356.20	
			425 - 531 50 48 000 - Repairs/Maintenance			356.20	Unit 603
9124	09/12/2024	Claims	2	202805	Brown & Caldwell	5,899.14	
			401 - 594 35 63 000 - Engineering Services			5,899.14	
9125	09/12/2024	Claims	2	202806	Business Process Autom. Co.	619.47	
			001 - 591 80 70 517 - Leases + Subscription IT (SBITA			619.47	
9126	09/12/2024	Claims	2	202807	Consolidated Electrical Dist., Inc.	384.17	
			101 - 576 80 31 006 - Operating Sup - City Hall			384.17	
9127	09/12/2024	Claims	2	202808	Cues, Inc,	1,021.89	
			401 - 535 50 48 010 - Maintenance Of Lines			1,021.89	
9128	09/12/2024	Claims	2	202809	DS Services of America, Inc.	69.36	
			103 - 542 30 31 000 - Operating Supplies			69.36	
9129	09/12/2024	Claims	2	202810	Daily Journal Of Commerce	160.65	
			001 - 558 60 41 010 - Advertising			160.65	
9130	09/12/2024	Claims	2	202811	Donald Coggins	81.45	
			001 - 514 23 31 000 - Supplies			10.86	
			001 - 517 90 43 001 - Employee Recognition			70.59	
9131	09/12/2024	Claims	2	202812	E & E Lumber, Inc.	210.18	

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			401 - 535 80 35 000 - Small Tools & Minor Equip			4.22	
			401 - 535 80 35 000 - Small Tools & Minor Equip			35.82	
			412 - 537 80 31 000 - Operating Supplies			34.73	
			103 - 542 30 31 000 - Operating Supplies			35.44	
			103 - 542 30 31 000 - Operating Supplies			22.12	
			101 - 576 80 31 007 - Operating Sup - Library			36.91	
			101 - 576 80 48 007 - Bingham Park			12.26	
			101 - 576 80 48 026 - CS Library			28.68	
9132	09/12/2024	Claims	2	202813	Edge Analytical Inc	256.00	
			401 - 535 80 41 000 - Professional Services			66.00	
			401 - 535 80 41 000 - Professional Services			190.00	
9133	09/12/2024	Claims	2	202814	Evoqua Water Technologies LLC	828.07	
			401 - 594 35 64 401 - Machinery & Equip			828.07	
9134	09/12/2024	Claims	2	202815	Family Promise of Skagit Valley	2,438.25	
			116 - 551 00 00 116 - Public Housing Services			2,438.25	
9135	09/12/2024	Claims	2	202816	Fastenal Company	74.10	
			103 - 542 30 31 000 - Operating Supplies			74.10	
9136	09/12/2024	Claims	2	202817	Fisher Construction Group, Inc.	1,594.99	
			401 - 535 50 48 050 - Maint Of General Equip			1,594.99	
9137	09/12/2024	Claims	2	202818	Galls Parent Holdings, LLC	461.90	
			001 - 521 20 26 000 - Uniforms/Accessories			277.23	
			001 - 522 20 26 000 - Uniforms			184.67	
9138	09/12/2024	Claims	2	202819	Groeneveld-Beka USA Inc	10.00	
			001 - 521 40 43 000 - Travel			10.00	
9139	09/12/2024	Claims	2	202820	Guardian Security Systems, Inc.	354.04	
			001 - 521 20 41 001 - Professional Services			35.84	
			001 - 522 50 49 050 - Fire/Theft Protection			48.87	
			401 - 535 50 48 000 - Maintenance Contracts			10.86	
			101 - 576 80 41 010 - Alarm Monitoring			258.47	
9140	09/12/2024	Claims	2	202821	Home Depot Credit Services	891.14	
			101 - 576 80 48 016 - City Hall			498.79	
			101 - 576 80 48 016 - City Hall			392.35	
9141	09/12/2024	Claims	2	202822	Hughes Fire Equip Inc	2,043.20	
			001 - 522 20 48 000 - Repairs/Maint-Equip			464.68	
			001 - 522 20 48 000 - Repairs/Maint-Equip			463.31	
			001 - 522 20 48 000 - Repairs/Maint-Equip			1,115.21	
9142	09/12/2024	Claims	2	202823	L N Curtis & Sons	699.93	
			001 - 521 20 26 000 - Uniforms/Accessories			80.89	
			001 - 521 20 26 000 - Uniforms/Accessories			46.27	
			001 - 521 20 26 000 - Uniforms/Accessories			238.90	
			001 - 521 20 26 000 - Uniforms/Accessories			150.93	
			001 - 521 20 26 000 - Uniforms/Accessories			182.94	
9143	09/12/2024	Claims	2	202824	The Language Exchange, Inc	400.00	
			001 - 512 50 41 040 - Language Interpreter			400.00	
9144	09/12/2024	Claims	2	202825	Lauts Inc dba Lautenbach Industries	5,555.00	
			412 - 537 60 47 000 - Solid Waste Disposal			2,031.25	101 Ferry, BYK Trail, Mary Purcell
			412 - 537 60 47 015 - Construction Demolition Land			467.50	Wrecking ball 2000 hospital dr
			412 - 537 60 47 015 - Construction Demolition Land			638.75	BYK Trial 1110 Moore
			412 - 537 60 47 015 - Construction Demolition Land			753.75	720 Murdock
			412 - 537 60 47 015 - Construction Demolition Land			1,293.75	101 Ferry
			412 - 537 60 47 015 - Construction Demolition Land			370.00	Byk trail

CHECK REGISTER

City Of Sedro-Woolley

Time: 15:48:36 Date: 09/04/2024

09/12/2024 To: 09/12/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9145	09/12/2024	Claims	2	202826	Les Schwab Tire Center	2,138.91	
					001 - 521 20 48 010 - Repair & Maint - Auto	1,717.14	Veh 265 Eggert
					412 - 537 50 48 000 - Repairs/maint-equip	350.11	Unit 522 tire repair
					103 - 542 30 48 010 - Repair/Maintenance-Equip	71.66	
9146	09/12/2024	Claims	2	202827	Life Assist Inc.	76.37	
					001 - 522 21 31 000 - Operating Supplies - Medical	76.37	
9147	09/12/2024	Claims	2	202828	NW Center Svcs, Inc dba Lithtex NW	693.32	
					001 - 512 50 31 000 - Supplies	693.32	
9148	09/12/2024	Claims	2	202829	Miller, John & Shari	1,291.77	59 1274 00 - 1274 FIDALGO PLACE
					425 - 343 10 00 000 - Stormwater Fees	-142.61	
					425 - 343 10 00 010 - Utility Tax Collected	1.37	
					401 - 343 50 00 000 - Sewer Service Charges	-803.12	
					401 - 343 50 00 010 - Utility Tax Collected	7.73	
					412 - 343 70 00 000 - Garbage/Solid Waste Fees	-385.42	
					412 - 343 70 00 010 - Utility Tax Collected	6.23	
					412 - 343 72 00 001 - Curbside Yard Waste Fees	12.50	
					412 - 343 73 00 000 - Curbside Recycling Fee	9.00	
					412 - 343 75 00 000 - Fuel Surcharge	2.55	
9149	09/12/2024	Claims	2	202830	Walter E Nelson Co. of N. WA	1,165.65	
					101 - 576 80 31 000 - Operating Sup - Tesarik Park	72.76	
					101 - 576 80 31 006 - Operating Sup - City Hall	1,092.89	
9150	09/12/2024	Claims	2	202831	Northwest Cascade, Inc	815.00	
					101 - 576 80 47 090 - Portable Toilets	815.00	Skate competition
9151	09/12/2024	Claims	2	202832	Oliver-Hammer, Inc	445.22	
					401 - 535 80 35 010 - Safety Equipment	217.18	
					401 - 535 80 35 010 - Safety Equipment	228.04	
9152	09/12/2024	Claims	2	202833	Orca Pacific, Inc.	1,293.25	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,293.25	
9153	09/12/2024	Claims	2	202834	Ott To Print Green Inc	74.00	
					001 - 518 80 31 000 - Office/Operating Supplies	74.00	
9154	09/12/2024	Claims	2	202835	P & P Excavating, LLC	961.29	
					401 - 535 50 48 010 - Maintenance Of Lines	961.29	
9155	09/12/2024	Claims	2	202836	PB Parent Holdco, LP dba	926.58	
					401 - 535 50 48 000 - Maintenance Contracts	125.11	
					412 - 537 80 31 000 - Operating Supplies	211.50	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	160.46	
					101 - 576 80 48 004 - Community Center	214.74	
					101 - 576 80 48 005 - Senior Center	214.77	
9156	09/12/2024	Claims	2	202837	Pape' Group, dba Pape' Machinery Inc.	48.03	
					101 - 576 80 48 021 - Equipment	48.03	Unit 139
9157	09/12/2024	Claims	2	202838	Precision Concrete Cutting Inc	3,561.10	
					103 - 542 61 48 000 - Repair/Maint Sidewalk (REET)	3,488.09	
					103 - 542 61 48 000 - Repair/Maint Sidewalk (REET)	73.01	
9158	09/12/2024	Claims	2	202839	Proforce Marketing, Inc	3,398.27	
					001 - 594 21 64 000 - Machinery & Equipment	3,398.27	
9159	09/12/2024	Claims	2	202840	ThompsonGas, LLC dba Propane Northwest	308.92	
					001 - 522 45 49 000 - Training Facilities	308.92	
9160	09/12/2024	Claims	2	202841	Puget Sound Energy, Inc.	36,085.07	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 47 000		Public Utilities	23.66	
			001 - 521 20 47 000		Public Utilities	200.57	
			001 - 522 50 47 000		Public Utilities	705.79	
			425 - 531 50 47 000		Public Utilities	75.69	
			425 - 531 50 47 000		Public Utilities	30.11	
			401 - 535 80 47 000		Public Utilities	672.43	
			401 - 535 80 47 000		Public Utilities	241.15	
			401 - 535 80 47 000		Public Utilities	155.88	
			401 - 535 80 47 000		Public Utilities	211.89	
			401 - 535 80 47 000		Public Utilities	61.53	
			401 - 535 80 47 000		Public Utilities	142.75	
			401 - 535 80 47 000		Public Utilities	348.91	
			401 - 535 80 47 000		Public Utilities	118.49	
			401 - 535 80 47 000		Public Utilities	14,634.41	
			401 - 535 80 47 000		Public Utilities	135.05	
			401 - 535 80 47 000		Public Utilities	55.12	
			102 - 536 20 47 000		Public Utilities	41.58	
			412 - 537 80 47 000		Public Utilities	112.95	
			103 - 542 63 47 000		Public Utilities	64.37	
			103 - 542 63 47 000		Public Utilities	72.84	
			103 - 542 63 47 000		Public Utilities	29.28	
			103 - 542 63 47 000		Public Utilities	72.84	
			103 - 542 63 47 000		Public Utilities	12,012.56	
			101 - 576 80 47 000		Riverfront	12.95	
			101 - 576 80 47 000		Riverfront	12.26	
			101 - 576 80 47 000		Riverfront	142.05	
			101 - 576 80 47 000		Riverfront	525.67	
			101 - 576 80 47 010		Community Center	311.05	
			101 - 576 80 47 020		Senior Center	505.66	
			101 - 576 80 47 030		Museum Apartments	20.98	
			101 - 576 80 47 030		Museum Apartments	29.22	
			101 - 576 80 47 040		Train	14.61	
			101 - 576 80 47 050		Hammer Square	134.13	
			101 - 576 80 47 051		Bingham / Memorial	132.18	
			101 - 576 80 47 051		Bingham / Memorial	111.48	
			101 - 576 80 47 052		Bingham Caretaker	133.86	
			101 - 576 80 47 053		Other Utilities	10.86	
			101 - 576 80 47 053		Other Utilities	79.51	
			101 - 576 80 47 070		City Hall	3,627.80	
			104 - 595 20 63 082		RW Trail Road Extension	60.95	
9161	09/12/2024	Claims	2	202842	QCC Quality Controls Corp.	34,673.52	
			401 - 535 80 41 000		Professional Services	867.00	
			401 - 535 80 41 000		Professional Services	20,643.92	
			401 - 535 80 41 000		Professional Services	13,162.60	
9162	09/12/2024	Claims	2	202843	Red's Mobile 24-Hour Truck & Equip Repai	2,715.98	
			412 - 537 50 48 000		Repairs/maint-equip	921.55	Unit 520
			412 - 537 50 48 000		Repairs/maint-equip	1,794.43	Unit 520
9163	09/12/2024	Claims	2	202844	Ricoh USA, Inc	57.24	
			103 - 542 30 31 000		Operating Supplies	57.24	
9164	09/12/2024	Claims	2	202845	Rodda Paint Co	752.60	
			103 - 542 64 31 001		Painting & Striping Supplies	752.60	
9165	09/12/2024	Claims	2	202846	Luis Rodriguez	1,000.00	
			101 - 582 10 01 101		Community Center Deposit Ref	1,000.00	
9166	09/12/2024	Claims	2	202847	Kevin Rogerson	300.00	
			001 - 512 50 41 010		Municipal Court Judge	100.00	
			001 - 512 50 41 010		Municipal Court Judge	200.00	
9167	09/12/2024	Claims	2	202848	SBA Structures, LLC	639.75	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 591 28 70 001 - Lease + Subscription IT (SBITA)			319.88	
			401 - 591 28 70 401 - Leases + Subscription IT (SBITA)			319.87	
9168	09/12/2024	Claims	2	202849	Solid Waste Syst Inc dba SWS Equipment	279.26	
			412 - 537 50 48 000 - Repairs/maint-equip			279.26	Unit 519 curotto can
9169	09/12/2024	Claims	2	202850	Sea-Western, Inc.	390.96	
			001 - 522 20 26 000 - Uniforms			390.96	
9170	09/12/2024	Claims	2	202851	Sedro-Woolley Auto Parts Inc	385.39	
			001 - 518 20 48 000 - Repair & Maintenance			181.91	
			425 - 531 50 48 000 - Repairs/Maintenance			60.94	Oil change unit 605
			401 - 535 50 48 040 - Maintenance Of Vehicles			83.60	
			412 - 537 80 31 000 - Operating Supplies			31.54	
			103 - 542 30 31 000 - Operating Supplies			11.35	
			103 - 542 30 48 010 - Repair/Maintenance-Equip			16.05	
9171	09/12/2024	Claims	2	202852	M.T. Gehring dba Sedro-Woolley Auto	245.83	
			001 - 521 20 48 010 - Repair & Maint - Auto			151.41	McCombs Veh 275
			001 - 521 20 48 010 - Repair & Maint - Auto			94.42	
9172	09/12/2024	Claims	2	202853	Sirchie Acquisition Co LLC	64.90	
			001 - 521 20 31 002 - Office/Operating Supplies			64.90	
9173	09/12/2024	Claims	2	202854	Skagit Cnty Auditor	10,173.53	
			001 - 514 90 41 000 - Voter Registration Costs			10,173.53	
9174	09/12/2024	Claims	2	202855	Skagit Cnty Public Health	41,216.01	
			117 - 551 00 01 117 - Affordable Housing - NOFA			41,216.01	
9175	09/12/2024	Claims	2	202856	Skagit Cnty Treasurer	68,872.37	
			114 - 523 60 41 022 - Jail Sales Tax Pass Through 2/10			68,872.37	
9176	09/12/2024	Claims	2	202857	Skagit Farmers Supply	845.57	
			401 - 535 80 35 000 - Small Tools & Minor Equip			117.16	
			102 - 536 20 31 010 - Operating Supplies			27.40	
			412 - 537 80 31 000 - Operating Supplies			20.62	
			412 - 537 80 31 000 - Operating Supplies			64.02	
			103 - 542 30 31 020 - Operating Supplies - Herbicide			97.73	
			103 - 542 30 31 020 - Operating Supplies - Herbicide			195.46	
			103 - 542 30 31 020 - Operating Supplies - Herbicide			97.73	
			103 - 542 30 31 020 - Operating Supplies - Herbicide			43.42	
			103 - 542 30 31 020 - Operating Supplies - Herbicide			71.65	
			101 - 576 80 31 001 - Operating Sup - Riverfront			49.60	
			101 - 576 80 35 000 - Small Tools & Minor Equip			30.39	
			101 - 576 80 48 001 - Riverfront			2.16	
			101 - 576 80 48 007 - Bingham Park			28.23	
9177	09/12/2024	Claims	2	202858	PNG Media LLC, dba Skagit Publishing	462.68	
			001 - 511 60 31 001 - Legal Publications			172.16	
			001 - 511 60 31 001 - Legal Publications			107.60	
			001 - 558 60 41 010 - Advertising			182.92	
9178	09/12/2024	Claims	2	202859	Skagit Valley Genealogy Society	264.00	
			001 - 514 23 31 000 - Supplies			264.00	
9179	09/12/2024	Claims	2	202860	Smith Mechanical	564.72	
			101 - 576 80 48 004 - Community Center			564.72	
9180	09/12/2024	Claims	2	202861	Transportation Solutions, Inc.	1,054.00	
			104 - 544 40 41 000 - Transportation Plan Update			1,054.00	
9181	09/12/2024	Claims	2	202862	Tri-Tec Communications Inc	222.63	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 518 80 41 000 - Professional Services			222.63	
9182	09/12/2024	Claims	2	202863	HD Supply Inc, dba USA BlueBook	1,162.66	
			401 - 535 50 48 050 - Maint Of General Equip			1,183.08	
			401 - 535 80 31 010 - Operating Supplies			60.15	
			401 - 535 80 31 010 - Operating Supplies			-1,626.83	
			401 - 535 80 31 010 - Operating Supplies			-1,626.83	
			401 - 535 80 31 010 - Operating Supplies			618.81	
			401 - 535 80 35 010 - Safety Equipment			369.70	
			401 - 594 35 64 001 - Portable Equipment			2,184.58	
9183	09/12/2024	Claims	2	202864	UV Sales LLC	5,441.78	
			401 - 535 50 48 050 - Maint Of General Equip			5,441.78	
9184	09/12/2024	Claims	2	202865	Uline, Inc.	424.57	
			412 - 537 80 31 000 - Operating Supplies			424.57	
9185	09/12/2024	Claims	2	202866	UniFirst Corp.	368.25	
			001 - 522 20 26 000 - Uniforms			368.25	
9186	09/12/2024	Claims	2	202867	Valvoline Instnt Oil Chg	54.71	
			001 - 521 20 48 010 - Repair & Maint - Auto			54.71	
9187	09/12/2024	Claims	2	202868	Vestis Group, Inc	37.34	
			401 - 535 80 49 000 - Laundry			6.64	
			401 - 535 80 49 000 - Laundry			6.64	
			412 - 537 80 49 000 - Misc-Laundry			7.03	
			412 - 537 80 49 000 - Misc-Laundry			7.03	
			103 - 542 30 49 000 - Misc-Laundry			5.00	
			103 - 542 30 49 000 - Misc-Laundry			5.00	
9188	09/12/2024	Claims	2	202869	WA St Dept of Ecology	9,918.00	
			401 - 535 80 41 060 - DOE Discharge Permit			9,918.00	
9189	09/12/2024	Claims	2	202870	WA St Patrol	92.75	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			92.75	
9190	09/12/2024	Claims	2	202871	Carrie Weyand	219.50	
			401 - 535 80 49 030 - Misc-Tuition/Registration			106.00	
			401 - 535 80 49 030 - Misc-Tuition/Registration			113.50	
9191	09/12/2024	Claims	2	202872	Woods Acquisition Corp	228.37	
			001 - 522 20 48 000 - Repairs/Maint-Equip			56.47	
			103 - 542 30 31 000 - Operating Supplies			21.71	
			103 - 542 30 31 000 - Operating Supplies			17.00	
			103 - 542 30 32 000 - Auto Fuel/Diesel			67.31	
			101 - 576 80 35 000 - Small Tools & Minor Equip			65.88	
9192	09/12/2024	Claims	2	202873	World Kinect Energy Services, dba	7,968.04	
			001 - 514 23 43 000 - Meals/Travel			123.46	
			001 - 518 20 32 000 - Auto Fuel			53.38	
			001 - 521 20 32 000 - Auto Fuel			2,847.97	
			001 - 522 20 32 000 - Auto Fuel/Diesel			162.66	
			001 - 522 20 32 000 - Auto Fuel/Diesel			45.86	
			425 - 531 50 32 000 - Vehicle Fuel			104.56	
			425 - 531 50 32 000 - Vehicle Fuel			130.49	
			401 - 535 80 32 000 - Auto Fuel/Diesel			181.93	
			412 - 537 80 32 000 - Auto Fuel/Diesel			1,934.07	
			412 - 537 80 32 000 - Auto Fuel/Diesel			2,048.61	
			412 - 537 80 32 000 - Auto Fuel/Diesel			162.40	Fuel 525, 514
			103 - 542 30 32 000 - Auto Fuel/Diesel			114.38	
			101 - 576 80 32 000 - Auto Fuel/Diesel			58.27	
9193	09/12/2024	Claims	2	202874	Zachor, Stock & Krepps, Inc PS	8,840.00	

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City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 515 41 41 001 - Ext Legal-Prosecutor				8,840.00	
		001 Current Expense Fund				46,956.21	
		101 Parks & Facilities Fund				19,112.82	
		102 Cemetery Fund				157.73	
		103 Street Fund				17,893.07	
		104 Arterial Street Fund				1,114.95	
		114 Law Enforcement Sales Tax				68,872.37	
		116 Affordable Housing - HB 1406				2,438.25	
		117 Housing and Related Services				41,216.01	
		401 Sewer Operations Fund				101,968.62	
		412 Solid Waste Operations Fund				14,786.12	
		425 Stormwater Operations				938.40	
							Claims: 315,454.55
		* Transaction Has Mixed Revenue And Expense Accounts				315,454.55	

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

Finance Director

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date

TRANSACTION JOURNAL

City Of Sedro-Woolley

Time: 09:54:27 Date: 09/05/2024

08/01/2024 To: 08/31/2024

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
7888	08/01/2024	08/31/2024	1		Ser Chge		US Bank -- Merchant Fees	363.49	AUGUST 2024 US BANK MERCHANT FEES
		535 80 41 020 Collection Services		401	Sewer Operations Fund			181.75	
		514 23 41 010 Bank Fees		001	Current Expense Fund			90.87	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			90.87	
8046	08/05/2024	08/31/2024	1		Ser Chge		Payment Tech -- Service Charge	3,413.47	AUGUST 2024 PAYMENTECH SERVICE CHARGE - GENERAL ACCOUNT
		535 80 41 020 Collection Services		401	Sewer Operations Fund			1,706.73	
		514 23 41 010 Bank Fees		001	Current Expense Fund			853.37	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			853.37	
8047	08/05/2024	08/31/2024	1		Ser Chge		Payment Tech -- Service Charge	171.98	AUGUST 2024 PAYMENTECH SERVICE CHARGE - GENERAL #2 NON UTILITY
		514 23 41 010 Bank Fees		001	Current Expense Fund			171.98	
8048	08/05/2024	08/31/2024	1		Ser Chge		Payment Tech -- Service Charge	127.69	AUGUST 2024 PAYMENTECH SERVICE CHARGE - RIVERFRONT
		576 80 41 000 Professional Services		101	Parks & Facilities Fund			127.69	
8049	08/05/2024	08/31/2024	1		Ser Chge		Payment Tech -- Service Charge	33.21	AUGUST 2024 PAYMENTECH SERVICE CHARGE - BINGHAM
		576 80 41 000 Professional Services		101	Parks & Facilities Fund			33.21	
8205	08/06/2024	08/31/2024	1		Ser Chge		Xpress Bill Pay - Service Fees	1,977.89	AUGUST 2024 XPRESS BILL PAY SERVICE CHARGE
		535 80 41 020 Collection Services		401	Sewer Operations Fund			988.95	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			494.47	
		514 23 41 010 Bank Fees		001	Current Expense Fund			494.47	
8355	08/14/2024	08/31/2024	1	EFT	Ser Chge		US Bank -- Analysis Fees	1,262.29	Aug 2024 US Bank Service Charges
		535 80 41 020 Collection Services		401	Sewer Operations Fund			631.15	
		514 23 41 010 Bank Fees		001	Current Expense Fund			315.58	
		537 80 41 020 Collection Services		412	Solid Waste Operations Fund			315.56	
8895	08/28/2024	08/31/2024	1		Ser Chge		Mendoza, Miguel & Cuevas, Gabriella	147.66	
		343 50 00 000 Sewer Service Charges		401	Sewer Operations Fund			-73.66	
		343 50 00 010 Utility Tax Collected		401	Sewer Operations Fund			-7.73	
		343 70 00 000 Garbage/Solid Waste		412	Solid Waste Operations Fund			-35.35	
		343 75 00 000 Fuel Surcharge		412	Solid Waste Operations Fund			-2.55	
		343 73 00 000 Curbside Recycling Fee		412	Solid Waste Operations Fund			-9.00	
		343 70 00 010 Utility Tax Collected		412	Solid Waste Operations Fund			-4.92	
		343 10 00 000 Stormwater Fees		425	Stormwater Operations			-13.08	
		343 10 00 010 Utility Tax Collected		425	Stormwater Operations			-1.37	
8927	08/28/2024	08/31/2024	1		Ser Chge		USDA	150,549.75	USDA loan payment
		591 18 71 000 Bond Principal		205	2008 G/O Bond Fund			69,312.75	

TRANSACTION JOURNAL

City Of Sedro-Woolley

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund # Vendor	Amount	Memo
	592 18 83 000	Bond Interest USDA		205	2008 G/O Bond Fund		81,237.00	
	Records Printed:	9				Adjustments:	0.00	
						Beginning Balance:	0.00	
						Revenues:	0.00	
						Warrant Expenditures:	0.00	
						Non Warrant Expenditures:	158,047.43	
						Interfund Transfers:	0.00	
						Redemptions:	0.00	
						Deposits:	0.00	
						Withdrawals:	0.00	
						Stop Payments:	0.00	
Fund	Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 Current Expense Fund	0.00	0.00	0.00	0.00	1,926.27	0.00	0.00	0.00
101 Parks & Facilities Fund	0.00	0.00	0.00	0.00	160.90	0.00	0.00	0.00
205 2008 G/O Bond Fund	0.00	0.00	0.00	0.00	150,549.75	0.00	0.00	0.00
401 Sewer Operations Fund	0.00	0.00	0.00	0.00	3,427.19	0.00	0.00	0.00
412 Solid Waste Operations Fund	0.00	0.00	0.00	0.00	1,702.45	0.00	0.00	0.00
425 Stormwater Operations	0.00	0.00	0.00	0.00	-14.45	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	157,752.11	0.00	0.00	0.00



City Council Agenda Item

Agenda Item No.: e.3.

Date: September 11, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Off-Cycle

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Claims checks #202705 through #202794, plus EFTs. Additional surcharges not included on the check register.

FISCAL IMPACT, IF APPROPRIATE:

Claims checks, plus EFTs, totaling \$400,233.77

ATTACHMENTS:

1. 0 2024-08-28 Check Register

CHECK REGISTER

City Of Sedro-Woolley

Time: 17:41:44 Date: 08/20/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8572	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	26.21	
					101 - 576 80 47 052 - Bingham Caretaker	26.21	
8573	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	50.98	
					001 - 522 50 47 000 - Public Utilities	50.98	
8574	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	13.83	
					412 - 537 80 47 000 - Public Utilities	13.83	
8575	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	22.12	
					401 - 535 80 47 000 - Public Utilities	22.12	
8576	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	13.83	
					103 - 542 63 47 000 - Public Utilities	13.83	
8577	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	17.94	
					101 - 576 80 47 050 - Hammer Square	17.94	
8578	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	74.35	
					101 - 576 80 47 020 - Senior Center	74.35	
8579	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	115.64	
					101 - 576 80 47 070 - City Hall	115.64	
8580	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	13.83	
					001 - 521 20 47 000 - Public Utilities	13.83	
8581	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	17.94	
					401 - 535 80 47 000 - Public Utilities	17.94	
8582	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	13.83	
					101 - 576 80 47 053 - Other Utilities	13.83	
8583	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	33.07	
					101 - 576 80 47 010 - Community Center	33.07	
8584	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	19.33	
					101 - 576 80 47 070 - City Hall	19.33	
8585	08/28/2024	Claims	2	EFT	Cascade Natural Gas Corp	19.33	
					401 - 535 80 47 000 - Public Utilities	19.33	
8586	08/28/2024	Claims	2	EFT	City of Sedro-Woolley	14.45	
					101 - 576 80 47 025 - Olmsted Park	14.45	
8587	08/28/2024	Claims	2	EFT	City of Sedro-Woolley	147.66	
					104 - 559 30 01 104 - Utility Payments on Redevelop	147.66	
8588	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	75.06	
					101 - 576 80 47 000 - Riverfront	75.06	
8589	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	129.19	2
					102 - 536 20 47 000 - Public Utilities	129.19	
8590	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	47.99	
					101 - 576 80 47 000 - Riverfront	47.99	
8591	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	563.71	
					101 - 576 80 47 000 - Riverfront	563.71	
8592	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	95.71	
					412 - 537 80 47 000 - Public Utilities	95.71	
8593	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	286.30	
					401 - 535 80 47 000 - Public Utilities	286.30	
8594	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	577.25	

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City Of Sedro-Woolley

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			101 - 576 80 47 070 - City Hall			577.25	
8595	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	244.57	
			101 - 576 80 47 053 - Other Utilities			244.57	
8596	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	352.83	
			101 - 576 80 47 051 - Bingham / Memorial			352.83	
8597	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			101 - 576 80 47 040 - Train			41.22	
8598	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	37.46	
			101 - 576 80 47 070 - City Hall			37.46	
8599	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	237.80	
			101 - 576 80 47 050 - Hammer Square			237.80	
8600	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			401 - 535 80 47 000 - Public Utilities			41.22	
8601	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	41.22	
			001 - 521 20 47 000 - Public Utilities			41.22	
8602	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
8603	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	68.64	
			401 - 535 80 47 000 - Public Utilities			68.64	
8604	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	548.15	
			101 - 576 80 47 000 - Riverfront			548.15	
8605	08/28/2024	Claims	2	EFT	Cnty of Skagit Public Utility	551.98	
			401 - 535 80 47 000 - Public Utilities			551.98	
8606	08/28/2024	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	478.82	
			001 - 518 80 42 021 - Internet Services			478.82	
8607	08/28/2024	Claims	2	EFT	NW Fiber LLC, dba Ziply Fiber	452.37	
			401 - 535 80 42 020 - Telephone			452.37	
8698	08/28/2024	Claims	2	EFT	WA St Dept of Prof Licen	147.00	
			001 - 521 20 41 040 - Intergov Svc-Gun Permits			147.00	
8608	08/28/2024	Claims	2	202705	5 Star Services Inc	6,081.60	
			103 - 542 63 48 000 - Repairs/Maintenance			6,081.60	
8609	08/28/2024	Claims	2	202706	A-1 Mobile Lock & Key	89.60	
			101 - 576 80 48 016 - City Hall			89.60	
8610	08/28/2024	Claims	2	202707	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	
8611	08/28/2024	Claims	2	202708	AWC - Employee Benefit Trust	3,100.56	
			001 - 521 20 27 000 - Retired Medical			3,100.56	
8612	08/28/2024	Claims	2	202709	Amazon Capital Svcs, Inc	1,804.64	
			001 - 514 23 31 000 - Supplies			43.77	
			001 - 518 80 35 000 - Small Tools/Minor Equip			167.24	
			001 - 521 20 26 000 - Uniforms/Accessories			12.98	
			001 - 521 20 31 002 - Office/Operating Supplies			44.28	
			001 - 521 20 31 002 - Office/Operating Supplies			54.28	
			001 - 522 20 26 000 - Uniforms			94.86	

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			001 - 522 20 31 000 - Operating Supplies			46.46	
			001 - 522 20 31 000 - Operating Supplies			450.25	
			001 - 522 20 31 000 - Operating Supplies			44.18	
			001 - 522 20 35 000 - Small Tools & Minor Equip			176.32	
			401 - 535 80 31 000 - Office Supplies			104.12	
			103 - 542 30 31 000 - Operating Supplies			11.94	
			001 - 558 60 31 000 - Supplies/Books			31.53	
			101 - 576 80 48 014 - Winnie Houser Park			118.36	
			101 - 576 80 48 016 - City Hall			71.23	
			401 - 594 35 64 001 - Portable Equipment			332.84	
8613	08/28/2024	Claims	2	202710	Atlas Industrial Service LLC	8,431.59	
			412 - 537 50 48 000 - Repairs/maint-equip			8,431.59	Unit 520
8614	08/28/2024	Claims	2	202711	Naomi Bell	275.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			275.00	
8615	08/28/2024	Claims	2	202712	Carletti Architects Ps	1,400.00	
			505 - 594 48 60 020 - Eng - PW Veh Storage Bldg			1,400.00	
8616	08/28/2024	Claims	2	202713	Cities Insurance Assoc	1,279.86	
			001 - 514 23 46 000 - Insurance & Bonds			279.86	
			001 - 521 20 46 000 - Insurance			1,000.00	
8617	08/28/2024	Claims	2	202714	Consumer Rental, LLC	317.26	
			001 - 558 60 49 001 - Miscellaneous			317.26	
8618	08/28/2024	Claims	2	202715	David M Corey, PHD, PC Corey & Stewart	595.00	
			001 - 522 20 41 030 - Investigation			595.00	
8619	08/28/2024	Claims	2	202716	Databar, Inc	2,980.23	
			425 - 531 50 42 010 - Postage			119.20	
			401 - 535 80 42 015 - Postage			1,937.15	
			412 - 537 80 42 010 - Postage			923.88	
8620	08/28/2024	Claims	2	202717	Paul De Wit	570.15	
			001 - 518 20 48 000 - Repair & Maintenance			570.15	Unit 23
8621	08/28/2024	Claims	2	202718	Gregory Dixon	510.00	
			001 - 515 93 41 001 - Indigent Defense Conflict Cour			510.00	
8622	08/28/2024	Claims	2	202719	Donald Coggins	13.03	
			001 - 514 23 31 000 - Supplies			13.03	
8623	08/28/2024	Claims	2	202720	Dwayne Lanes Skagit, Inc	2,301.60	
			001 - 521 20 48 010 - Repair & Maint - Auto			2,231.62	Veh 270 McGaughey
			412 - 537 50 48 000 - Repairs/maint-equip			69.98	Unit 514
8624	08/28/2024	Claims	2	202721	E & E Lumber, Inc.	1,307.12	
			001 - 522 20 48 000 - Repairs/Maint-Equip			30.33	
			401 - 535 50 48 010 - Maintenance Of Lines			22.93	
			102 - 536 20 49 020 - Miscellaneous			9.55	
			412 - 537 80 31 000 - Operating Supplies			29.31	
			412 - 537 80 31 000 - Operating Supplies			10.31	
			103 - 542 30 31 000 - Operating Supplies			36.44	
			103 - 542 30 31 000 - Operating Supplies			23.34	
			103 - 542 30 31 000 - Operating Supplies			86.10	
			103 - 542 30 35 010 - Safety Equipment			58.09	
			103 - 542 64 31 001 - Painting & Striping Supplies			31.66	
			103 - 542 64 31 001 - Painting & Striping Supplies			189.59	
			101 - 576 80 31 001 - Operating Sup - Riverfront			20.62	
			101 - 576 80 48 004 - Community Center			52.41	
			101 - 576 80 48 004 - Community Center			147.99	
			101 - 576 80 48 004 - Community Center			384.61	

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			101 - 576 80 48 016 - City Hall			32.02	
			101 - 576 80 48 016 - City Hall			53.66	
			101 - 576 80 48 016 - City Hall			88.16	
8625	08/28/2024	Claims	2	202722	Edge Analytical Inc	777.00	
			401 - 535 80 41 000 - Professional Services			777.00	
8626	08/28/2024	Claims	2	202723	Evoqua Water Technologies LLC	13,074.34	
			401 - 594 35 64 401 - Machinery & Equip			13,074.34	
8627	08/28/2024	Claims	2	202724	Family Promise of Skagit Valley	2,223.78	
			116 - 551 00 00 116 - Public Housing Services			2,223.78	
8628	08/28/2024	Claims	2	202725	Fastenal Company	433.64	
			412 - 537 80 31 000 - Operating Supplies			290.39	
			103 - 542 30 31 000 - Operating Supplies			143.25	
8629	08/28/2024	Claims	2	202726	Ferguson US Holdings, Inc	601.50	
			401 - 535 50 48 010 - Maintenance Of Lines			124.79	
			401 - 535 50 48 020 - Maint Of Pumping Equip			85.24	
			401 - 535 50 48 020 - Maint Of Pumping Equip			439.46	
			401 - 535 50 48 050 - Maint Of General Equip			-236.43	Refund
			101 - 576 80 48 014 - Winnie Houser Park			188.44	
8630	08/28/2024	Claims	2	202727	Ruben Fortuna	454.25	
			001 - 521 40 43 000 - Travel			454.25	
8631	08/28/2024	Claims	2	202728	Galls Parent Holdings, LLC	1,779.95	
			001 - 522 20 26 000 - Uniforms			228.06	
			001 - 522 20 26 000 - Uniforms			146.61	
			001 - 522 20 26 000 - Uniforms			385.10	
			001 - 522 20 26 000 - Uniforms			385.10	
			001 - 522 20 26 000 - Uniforms			635.08	
8632	08/28/2024	Claims	2	202729	Andrea Grantham	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			1,000.00	
8633	08/28/2024	Claims	2	202730	Gray & Osborne Inc	13,637.29	
			425 - 531 50 41 000 - Professional Services			13,637.29	
8634	08/28/2024	Claims	2	202731	Olivia Hernandez	1,000.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			1,000.00	
8635	08/28/2024	Claims	2	202732	Humane Society Of Skagit	268.00	
			001 - 521 20 41 021 - Humane Society			268.00	
8636	08/28/2024	Claims	2	202733	Ronald Hyatt	798.39	
			001 - 522 23 11 010 - Salaries-Volunteers			798.39	
8637	08/28/2024	Claims	2	202734	Janicki Industries	100.00	
			101 - 582 10 01 101 - Community Center Deposit Ref			100.00	
8638	08/28/2024	Claims	2	202735	Carole A. Knipper	1,551.79	
			001 - 514 23 41 011 - Professional Services			1,284.24	
			001 - 514 23 41 011 - Professional Services			267.55	
8639	08/28/2024	Claims	2	202736	L N Curtis & Sons	235.21	
			001 - 521 20 26 000 - Uniforms/Accessories			212.51	
			001 - 521 20 26 000 - Uniforms/Accessories			22.70	
8640	08/28/2024	Claims	2	202737	Peregrin Sorter dba Laminar Law PLLC	3,850.00	
			001 - 558 60 31 000 - Supplies/Books			3,850.00	
8641	08/28/2024	Claims	2	202738	Lauts Inc dba Lautenbach Industries	3,385.00	
			412 - 537 60 47 015 - Construction Demolition Land			482.50	

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			412 - 537 60 47 015		Construction Demolition Land	375.00	Faber Trail
			412 - 537 60 47 015		Construction Demolition Land	325.00	BYK Bucko
			412 - 537 60 47 015		Construction Demolition Land	726.25	United Drywall
			412 - 537 60 47 015		Construction Demolition Land	398.75	Faber
			412 - 537 60 47 015		Construction Demolition Land	488.75	Seacon & BYK Brickyard Park
			412 - 537 60 47 015		Construction Demolition Land	588.75	BYK Bucko, Faber Trail, Seacon
8642	08/28/2024	Claims	2	202739	Lenz Enterprises, Inc	695.31	
			412 - 537 60 47 021		Curbside Yard Waste Disposal	695.31	
8643	08/28/2024	Claims	2	202740	Les Schwab Tire Center	551.99	
			102 - 536 20 48 040		Repair/Maint-Equip & Bldg	41.25	Frnt Mnt Mower - Cemetery
			103 - 542 30 48 010		Repair/Maintenance-Equip	510.74	Unit 310
8644	08/28/2024	Claims	2	202741	Jen Lewis	100.00	
			101 - 582 10 01 101		Community Center Deposit Ref	100.00	
8645	08/28/2024	Claims	2	202742	Life Assist Inc.	788.52	
			001 - 522 21 31 000		Operating Supplies - Medical	788.52	
8646	08/28/2024	Claims	2	202743	Loggers & Contractors	156.92	
			103 - 542 30 48 010		Repair/Maintenance-Equip	74.79	
			103 - 542 30 48 010		Repair/Maintenance-Equip	66.38	
			103 - 542 30 48 010		Repair/Maintenance-Equip	15.75	
8647	08/28/2024	Claims	2	202744	McLoughlin & Eardley Corp	120.55	
			001 - 522 20 48 000		Repairs/Maint-Equip	120.55	
8648	08/28/2024	Claims	2	202745	Mountain Law, PLLC	7,916.00	
			001 - 515 93 41 000		Indigent Defender	7,916.00	
8649	08/28/2024	Claims	2	202746	NCL of WI, dba North Central Labs	814.05	
			401 - 535 80 31 010		Operating Supplies	383.72	
			401 - 535 80 31 020		Op Supplies-Chemicals	430.33	
8650	08/28/2024	Claims	2	202747	Oliver-Hammer, Inc	624.23	
			425 - 531 50 31 000		Operating Supplies	624.23	
8651	08/28/2024	Claims	2	202748	PACE Engineers, Inc.	243.00	
			401 - 594 35 63 000		Engineering Services	243.00	
8652	08/28/2024	Claims	2	202749	PNW Emergency Equip. Co.	748.58	
			001 - 522 20 48 000		Repairs/Maint-Equip	748.58	
8653	08/28/2024	Claims	2	202750	PROCOT LLC	156.00	
			001 - 522 20 41 010		Prof Service-Medical Exams	156.00	
8654	08/28/2024	Claims	2	202751	Pacific Facility Solns Inc	692.33	
			101 - 576 80 48 026		CS Library	692.33	
8655	08/28/2024	Claims	2	202752	Pacific Style Lawn Maint. Inc.	586.44	
			101 - 576 80 31 100		Fertilizer/Herbicide	586.44	
8656	08/28/2024	Claims	2	202753	Pape' Group, dba Pape' Machinery Inc.	994.43	
			101 - 576 80 48 021		Equipment	994.43	Unit 144
8657	08/28/2024	Claims	2	202754	Parker Corporate Svcs, Inc.	141.00	
			101 - 576 80 41 000		Professional Services	141.00	
8658	08/28/2024	Claims	2	202755	Kamryne Presgrove	60.00	
			401 - 535 80 49 030		Misc-Tuition/Registration	60.00	
8659	08/28/2024	Claims	2	202756	Proforce Marketing, Inc	1,314.08	
			001 - 594 21 64 000		Machinery & Equipment	1,314.08	

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8660	08/28/2024	Claims	2	202757	LEPS-PSS PLLC dba Public Safety Psych	1,120.00	
					001 - 521 20 41 001 - Professional Services	1,120.00	
8661	08/28/2024	Claims	2	202758	Pumpstech Inc	18,854.16	
					401 - 594 35 64 401 - Machinery & Equip	18,854.16	
8662	08/28/2024	Claims	2	202759	QCC Quality Controls Corp.	2,372.92	
					401 - 535 80 41 000 - Professional Services	2,372.92	
8663	08/28/2024	Claims	2	202760	Red's Mobile 24-Hour Truck & Equip Repai	1,251.58	
					425 - 531 50 48 000 - Repairs/Maintenance	612.59	Unit 603
					412 - 537 50 48 000 - Repairs/maint-equip	638.99	Unit 519
8664	08/28/2024	Claims	2	202761	Reichhardt & Ebe	20,313.75	
					104 - 595 10 63 081 - Eng - John Line Rd. Bike/Ped	6,859.80	
					104 - 595 10 63 083 - Eng-SR 9-John Liner-McGarigle	13,453.95	
8665	08/28/2024	Claims	2	202762	Ricoh USA, Inc	245.73	
					001 - 514 23 45 000 - Operating Rentals/Leases	45.41	
					001 - 524 20 31 000 - Off/Oper Supps & Books	60.62	
					001 - 558 60 31 000 - Supplies/Books	60.62	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	18.45	
					001 - 595 10 31 000 - Supplies	60.63	
8666	08/28/2024	Claims	2	202763	Ricoh USA, Inc	462.16	
					001 - 514 23 45 000 - Operating Rentals/Leases	231.08	
					001 - 524 20 31 000 - Off/Oper Supps & Books	77.03	
					001 - 558 60 31 000 - Supplies/Books	77.03	
					001 - 595 10 31 000 - Supplies	77.02	
8667	08/28/2024	Claims	2	202764	Rodda Paint Co	3,310.45	
					103 - 542 64 31 001 - Painting & Striping Supplies	3,310.45	
8668	08/28/2024	Claims	2	202765	Sea-Western, Inc.	65,057.31	
					001 - 522 20 26 000 - Uniforms	390.96	
					001 - 522 20 26 000 - Uniforms	64,666.35	
8669	08/28/2024	Claims	2	202766	Sedro-Woolley Auto Parts Inc	659.04	
					001 - 521 20 31 002 - Office/Operating Supplies	17.66	
					001 - 522 20 48 000 - Repairs/Maint-Equip	10.86	
					001 - 522 20 48 000 - Repairs/Maint-Equip	92.17	
					001 - 522 20 48 000 - Repairs/Maint-Equip	89.78	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	13.62	
					102 - 536 20 48 040 - Repair/Maint-Equip & Bldg	10.06	
					412 - 537 50 48 000 - Repairs/maint-equip	382.90	Unit 524
					412 - 537 50 48 000 - Repairs/maint-equip	-47.78	Unit 524 Battery Core Credit
					412 - 537 80 31 000 - Operating Supplies	9.65	
					103 - 542 30 31 000 - Operating Supplies	19.32	
					103 - 542 30 31 000 - Operating Supplies	43.43	
					103 - 542 30 31 000 - Operating Supplies	17.37	
8670	08/28/2024	Claims	2	202767	The Sherwin-Williams Co.	988.98	
					101 - 576 80 48 004 - Community Center	988.98	
8671	08/28/2024	Claims	2	202768	Sirchie Acquisition Co LLC	248.50	
					001 - 521 20 31 002 - Office/Operating Supplies	248.50	
8672	08/28/2024	Claims	2	202769	Skagit Cnty Auditor	72.00	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	54.00	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	18.00	
8673	08/28/2024	Claims	2	202770	Skagit Cnty Public Health	315.00	
					101 - 576 80 49 030 - Misc-Permits & Licenses	315.00	

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8674	08/28/2024	Claims	2	202771	Skagit Cnty Public Works	144,345.67	
					412 - 537 60 47 000 - Solid Waste Disposal	67,132.00	
					412 - 537 60 47 000 - Solid Waste Disposal	77,213.67	
8675	08/28/2024	Claims	2	202772	Skagit Cnty Treasurer	35.99	
					635 - 589 30 05 635 - County Crime Victim Witness P	35.99	
8676	08/28/2024	Claims	2	202773	Skagit Conservation District	1,196.49	
					425 - 531 50 41 000 - Professional Services	1,196.49	
8677	08/28/2024	Claims	2	202774	PNG Media LLC, dba Skagit Publishing	715.54	
					001 - 511 60 31 001 - Legal Publications	80.70	
					001 - 558 60 41 011 - Advertising Reimbuseable	376.60	
					001 - 558 60 41 011 - Advertising Reimbuseable	258.24	
8678	08/28/2024	Claims	2	202775	Smarsh Inc.	1,265.23	
					001 - 591 80 70 517 - Leases + Subscription IT (SBITA	1,265.23	
8679	08/28/2024	Claims	2	202776	Carl P. Sorensen	20.00	
					304 - 317 60 00 000 - Vehicle Fees	-20.00	
8680	08/28/2024	Claims	2	202777	State Auditor's Office	8,485.10	
					001 - 514 23 41 000 - State Auditing	8,485.10	
8681	08/28/2024	Claims	2	202778	Stiles & Lehr Law Inc., PS	4,312.25	
					001 - 512 50 41 010 - Municipal Court Judge	4,312.25	
8682	08/28/2024	Claims	2	202779	Stop Stick, LTD	531.05	
					001 - 521 20 31 002 - Office/Operating Supplies	531.05	
8683	08/28/2024	Claims	2	202780	Systems Design West, LLC	4,035.47	
					001 - 522 21 41 000 - EMS Professional Services-Sys I	4,035.47	
8684	08/28/2024	Claims	2	202781	Teleflex LLC	1,345.50	
					001 - 522 21 31 000 - Operating Supplies - Medical	1,345.50	
8685	08/28/2024	Claims	2	202782	Town of La Conner	2,441.67	
					412 - 537 60 47 021 - Curbside Yard Waste Disposal	2,441.67	
8686	08/28/2024	Claims	2	202783	Truck Toys Inc	40.61	
					102 - 536 20 35 000 - Small Tools/Minor Equip	40.61	
8687	08/28/2024	Claims	2	202784	Uline, Inc.	723.36	
					412 - 537 80 31 000 - Operating Supplies	308.79	
					101 - 576 80 31 006 - Operating Sup - City Hall	414.57	
8688	08/28/2024	Claims	2	202785	UniFirst Corp.	729.80	
					001 - 522 20 26 000 - Uniforms	364.90	
					001 - 522 20 26 000 - Uniforms	364.90	
8689	08/28/2024	Claims	2	202786	Valvoline Instnt Oil Chg	231.78	
					001 - 521 20 48 010 - Repair & Maint - Auto	79.34	
					001 - 521 20 48 010 - Repair & Maint - Auto	54.71	
					001 - 521 20 48 010 - Repair & Maint - Auto	97.73	
8690	08/28/2024	Claims	2	202787	Isaiah VanDam	454.25	
					001 - 521 40 43 000 - Travel	454.25	
8691	08/28/2024	Claims	2	202788	Vestis Group, Inc	37.34	
					401 - 535 80 49 000 - Laundry	6.64	
					401 - 535 80 49 000 - Laundry	6.64	
					412 - 537 80 49 000 - Misc-Laundry	7.03	
					412 - 537 80 49 000 - Misc-Laundry	7.03	
					103 - 542 30 49 000 - Misc-Laundry	5.00	
					103 - 542 30 49 000 - Misc-Laundry	5.00	

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8692	08/28/2024	Claims	2	202789	WA St Dept of Prof Licen		accidentally cut a check and should have been an EFT
8693	08/28/2024	Claims	2	202790	WA St Health Care Authority	2,077.54	
					001 - 522 21 49 010 - Misc - GEMT IGT	2,077.54	
8694	08/28/2024	Claims	2	202791	WA St Off of Treasurer	2,150.33	
					635 - 586 30 00 635 - State Court Fees Remittance	2,150.33	
8695	08/28/2024	Claims	2	202792	Woods Acquisition Corp	1,068.51	
					001 - 524 20 31 000 - Off/Oper Supps & Books	39.47	
					401 - 535 50 48 050 - Maint Of General Equip	147.73	
					401 - 535 50 48 050 - Maint Of General Equip	48.40	
					412 - 537 50 48 000 - Repairs/maint-equip	91.17	Unit 519
					103 - 542 30 31 000 - Operating Supplies	143.28	
					103 - 542 30 32 000 - Auto Fuel/Diesel	56.47	
					103 - 542 30 35 000 - Small Tools/Minor Equip	162.89	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	91.38	
					103 - 542 30 48 010 - Repair/Maintenance-Equip	66.63	
					101 - 576 80 32 000 - Auto Fuel/Diesel	81.43	
					101 - 576 80 48 021 - Equipment	135.33	
					101 - 576 80 48 021 - Equipment	4.33	
8696	08/28/2024	Claims	2	202793	World Kinect Energy Services, dba	9,239.72	
					001 - 522 20 32 000 - Auto Fuel/Diesel	155.49	
					001 - 522 20 32 000 - Auto Fuel/Diesel	139.22	
					001 - 522 20 32 000 - Auto Fuel/Diesel	381.71	
					001 - 522 20 32 000 - Auto Fuel/Diesel	1,250.20	
					425 - 531 50 32 000 - Vehicle Fuel	230.13	
					425 - 531 50 32 000 - Vehicle Fuel	154.83	
					425 - 531 50 32 000 - Vehicle Fuel	137.71	
					425 - 531 50 32 000 - Vehicle Fuel	74.87	
					425 - 531 50 32 000 - Vehicle Fuel	105.39	
					401 - 535 80 32 000 - Auto Fuel/Diesel	181.76	
					102 - 536 20 32 000 - Auto Fuel/Diesel	206.46	
					102 - 536 20 32 000 - Auto Fuel/Diesel	231.20	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,459.46	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,788.28	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,739.31	
					412 - 537 80 32 000 - Auto Fuel/Diesel	214.36	FUEL 525, 514
					103 - 542 30 32 000 - Auto Fuel/Diesel	42.36	
					103 - 542 30 32 000 - Auto Fuel/Diesel	106.51	
					103 - 542 30 32 000 - Auto Fuel/Diesel	94.21	
					103 - 542 30 32 000 - Auto Fuel/Diesel	328.17	
					101 - 576 80 32 000 - Auto Fuel/Diesel	164.47	
					101 - 576 80 32 000 - Auto Fuel/Diesel	53.62	
8697	08/28/2024	Claims	2	202794	Zoll Medical Corporation	627.71	
					001 - 522 21 31 000 - Operating Supplies - Medical	627.71	
					001 Current Expense Fund	124,849.16	
					101 Parks & Facilities Fund	11,353.34	
					102 Cemetery Fund	681.94	
					103 Street Fund	11,835.97	
					104 Arterial Street Fund	20,461.41	
					116 Affordable Housing - HB 1406	2,223.78	
					304 Transportation Benefit District	20.00	
					401 Sewer Operations Fund	40,979.28	
					412 Solid Waste Operations Fund	167,349.84	
					425 Stormwater Operations	16,892.73	
					505 Public Works Facility Fund	1,400.00	
					635 Custodial Fund	2,186.32	

CHECK REGISTER

City Of Sedro-Woolley

Time: 17:41:44 Date: 08/20/2024

08/28/2024 To: 08/28/2024

Page: 9

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						Claims:	400,233.77
* Transaction Has Mixed Revenue And Expense Accounts						400,233.77	

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

APPROVED

Finance Director

By Kelly Kohnken at 3:18 pm, Aug 22, 2024

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date



City Council Agenda Item

Agenda Item No.: e.4.

Date: September 11, 2024

From: Kelly Kohnken, Finance Director / City Clerk

Subject: Check Register - Off-Cycle

RECOMMENDED ACTION:

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

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Two EFTs only. Additional surcharges not included on the check register.

FISCAL IMPACT, IF APPROPRIATE:

Off-cycle EFTs, totaling \$29,265.49

ATTACHMENTS:

1. 2024-08-30 Check Register Off-Cycle

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:29:04 Date: 08/30/2024

08/30/2024 To: 08/30/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8941	08/30/2024	Claims	2	EFT	US Bank -- Purchase Cards	5,707.05	
		001 - 513 10 49 000 - Tuition/Registration				70.00	
		001 - 514 23 31 001 - Supplies - EMS Billing				27.08	
		001 - 514 23 31 001 - Supplies - EMS Billing				88.57	
		001 - 521 20 26 000 - Uniforms/Accessories				143.35	
		001 - 521 20 26 000 - Uniforms/Accessories				37.60	
		001 - 521 20 31 002 - Office/Operating Supplies				24.97	
		001 - 521 20 31 002 - Office/Operating Supplies				108.58	
		001 - 521 20 31 002 - Office/Operating Supplies				108.58	
		001 - 521 20 31 002 - Office/Operating Supplies				108.41	
		001 - 521 20 31 002 - Office/Operating Supplies				257.35	
		001 - 521 20 41 001 - Professional Services				210.38	
		001 - 521 20 48 010 - Repair & Maint - Auto				140.34	
		001 - 521 40 49 000 - Tuition/Registration				-595.00	
		001 - 521 40 49 000 - Tuition/Registration				-125.00	
		001 - 521 40 49 000 - Tuition/Registration				295.00	
		001 - 522 20 26 000 - Uniforms				634.00	
		001 - 522 20 31 000 - Operating Supplies				89.94	
		001 - 522 20 41 000 - Professional Services				455.99	
		001 - 522 20 41 030 - Investigation				44.00	
		001 - 524 20 31 000 - Off/Oper Supps & Books				2.39	
		401 - 535 50 48 050 - Maint Of General Equip				204.40	
		401 - 535 80 31 010 - Operating Supplies				5.35	
		401 - 535 80 35 000 - Small Tools & Minor Equip				270.91	
		401 - 535 80 49 030 - Misc-Tuition/Registration				190.00	
		401 - 535 80 49 030 - Misc-Tuition/Registration				190.00	
		102 - 536 20 31 010 - Operating Supplies				325.75	
		412 - 537 80 31 000 - Operating Supplies				266.09	
		412 - 537 80 31 000 - Operating Supplies				381.75	
		412 - 537 80 35 000 - Small Tools & Minor Equip				233.81	
		001 - 558 60 31 000 - Supplies/Books				4.98	
		001 - 558 60 31 000 - Supplies/Books				266.69	
		001 - 558 60 31 000 - Supplies/Books				2.39	
		001 - 558 60 49 030 - Tuition/Registration				425.00	
		001 - 558 60 49 030 - Tuition/Registration				425.00	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				255.29	
		001 - 591 80 70 517 - Leases + Subscription IT (SBITA				107.52	
		001 - 595 10 31 000 - Supplies				13.46	
		001 - 595 10 31 000 - Supplies				12.13	
8942	08/30/2024	Claims	2	EFT	WA St Dept of Revenue	23,558.44	
		425 - 531 50 44 000 - Taxes & Assessments				1,450.46	
		401 - 535 80 31 020 - Op Supplies-Chemicals				71.06	
		401 - 535 80 31 020 - Op Supplies-Chemicals				7.82	
		401 - 535 80 44 010 - Taxes & Assessments				8,062.51	
		102 - 536 20 44 010 - Taxes And Assessments				195.68	
		106 - 536 30 44 010 - Taxes and Assessments				7.00	
		412 - 537 80 44 001 - Taxes & Assessments				13,455.35	
		101 - 576 80 44 010 - Taxes And Assessments				194.60	
		102 - 589 30 11 102 - DO NOT USE - Sales Tax Remiti				113.96	
		001 Current Expense Fund				3,638.99	
		101 Parks & Facilities Fund				194.60	
		102 Cemetery Fund				635.39	
		106 Cemetery Endowment Fund				7.00	
		401 Sewer Operations Fund				9,002.05	
		412 Solid Waste Operations Fund				14,337.00	
		425 Stormwater Operations				1,450.46	
							Claims: 29,265.49
						29,265.49	

CHECK REGISTER

City Of Sedro-Woolley

Time: 10:29:04 Date: 08/30/2024

08/30/2024 To: 08/30/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

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

_____ Finance Director	_____ Date
---------------------------	---------------

_____ Finance Committee Member	_____ Date
-----------------------------------	---------------

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

Agenda Item No.: e.5.

Date: September 11, 2024

From: Nicole McGowan, Planner

Subject: Appointment of Jessica Jasper to Planning Commission

RECOMMENDED ACTION:

Motion to confirm the Mayor's appointment of Jessica Jasper to the Planning Commission.

ISSUE:

Should the City Council confirm the Mayor's appointment of Jessica Jasper to the Planning Commission?

BACKGROUND/SUMMARY INFORMATION:

Chapter 2.48 SWMC empowers the Mayor to appoint members of the Planning Commission and the Council to confirm the appointment. Former Commissioner, Silas Maddox, submitted a letter of resignation to the City on August 15, 2024, resulting in a vacant seat on the Planning Commission. Silas's term was to expire on December 31, 2028. Jessica Jasper will be appointed to serve the remainder of Silas's term. Following the term expiration, it is intended for Jessica to be re-appointed for a full 6-year term. Jessica's Letter of Interest is included as **Attachment 1**.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Jessica Jasper Letter of Interest

To: Sedro-Woolley Planning Department
Attn: Tom Glover, Community Development Director
325 Metcalf Street, Sedro-Woolley, WA 98284

From: Jessica E. Jasper
7723 Fredrickson Road, Sedro-Woolley, WA 98284
(580) 647-2542
kjkdjasper@gmail.com

Greetings. I would like to express my interest in the open City Planning Commission position. I am a retired U.S. Army Chief Warrant Officer 4. I first discovered Sedro-Woolley around 2015 while long term planning for life after retirement. I heard wonderful things about the city's charm, excellent school district, and strong sports programs. In 2020, my family purchased a seven-acre farm just north of the city limits and have resided here ever since. Military life means living in many different types of communities and we are proud to have chosen this city for our life after military service.

Instead of seeking employment I have focused on finding ways to serve my community through volunteering. I currently serve extensively at the Mount Vernon Presbyterian Church. I am on two advisory boards with the school district. Previously, I have assisted the Sedro-Woolley Youth Football League, Soroptimist, and Walnut Tree Thrift Shop in several capacities.

I have an abundance of time at this point in my life and enjoy finding purpose and being challenged. We are vested in Sedro-Woolley and I would like to help in any way I can and learn more about this community we have grown love.

Thank you for your time.

Jessica E. Jasper



City Council Agenda Item

Agenda Item No.: e.6.

Date: September 11, 2024

From: Frank Wagner, Fire Chief

Subject: Purchase - Fire Department Stryker Pro Stretcher

RECOMMENDED ACTION:

Authorize Fire Department staff to purchase a pro stretcher from Stryker Sales LCC in the amount of \$33,005.15.

ISSUE:

We are currently in need of an additional stretcher for our transport needs.

BACKGROUND/SUMMARY INFORMATION:

This purchase is usually budgeted and allocated within our ER&R with each new ambulance purchase; however the increase in costs on our last ambulance orders, did not allow for this equipment. This will allow for all of our ambulances to have the same equipment that can be interchangeable and allow for safe and seamless operations for the crews on calls.

FISCAL IMPACT, IF APPROPRIATE:

This purchase is currently within our operations budget for this year, but with the overall cost, must be approved by council per our current Procurement Policy.

ATTACHMENTS:

1. Sedro Wooley - 1 x PPXT



Sedro Wooley - 1 x PPXT

Quote Number:10979407

Version:1

Prepared For:SEDRO WOOLLEY FIRE DEPT

Attn:

Quote Date:08/29/2024

Expiration Date:09/28/2024

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Kyle Howell

Email:kyle.howell@stryker.com

Phone Number:(989) 295-7999

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SEDRO WOOLLEY FIRE DEPT	Name:	SEDRO WOOLLEY FIRE DEPT	Name:	CITY OF SEDRO WOOLLEY
Account #:	20083471	Account #:	20083471	Account #:	20126970
Address:	220 MUNRO ST	Address:	220 MUNRO ST	Address:	325 METCALF ST
	SEDRO WOOLLEY		SEDRO WOOLLEY		SEDRO WOOLLEY
	Washington 98284-1016		Washington 98284-1016		Washington 98284-1007

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	PCE	1	\$30,045.65	\$30,045.65
Equipment Total:						\$30,045.65

Price Totals:

Estimated Sales Tax (8.600%):	\$2,583.93
Freight/Shipping:	\$375.57
Grand Total:	\$33,005.15

Prices: In effect for 30 days

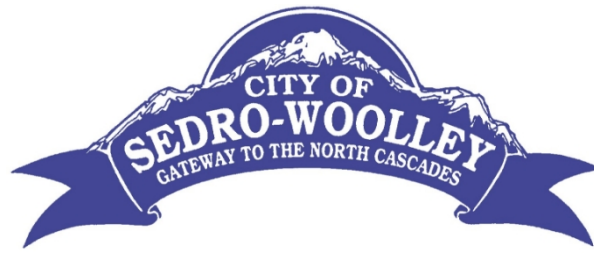
Terms: Net 30 Days



Sedro Wooley - 1 x PPXT

Quote Number:	10979407	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Kyle Howell
Prepared For:	SEDRO WOOLLEY FIRE DEPT	Email:	kyle.howell@stryker.com
Attn:		Phone Number:	(989) 295-7999
Quote Date:	08/29/2024		
Expiration Date:	09/28/2024		

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



City Council Agenda Item

Agenda Item No.: e.7.

Date: September 11, 2024

From: Charlie Bush, City Administrator

Subject: Community Development Grant Program - Howmac Dimensional Graphics
Amendment 1

RECOMMENDED ACTION:

Motion: I move to authorize the Mayor to amend the Community Development Grant Agreement with Howmac Dimensional Graphics.

ISSUE:

Howmac Dimensional Graphics requested an amendment to the scope of work for their grant agreement. Does the Council support such an amendment?

BACKGROUND/SUMMARY INFORMATION:

Homac Dimensional Graphics requested a change in scope for their grant agreement. Howmac has requested to remove the awning work planned above the company's north entry to instead seal coat and re-stripe the parking area of their building. The company felt the latter would have more aesthetic impact than the original plan. A portion of Howmac's project is already complete, and the company is awaiting this amendment to finish their project and request reimbursement. Howmac's original grant agreement is attached, as is correspondence regarding this amendment, and a draft grant agreement amendment.

FISCAL IMPACT, IF APPROPRIATE:

There would no fiscal impact. Howmac's original grant was \$10,000 and the amended contract will be as well. Howmac is essentially increasing its match and the new work will be \$700 more expensive than the previously planned work. The increased cost will be borne by the business, not the City.

ATTACHMENTS:

1. First Amendment to Howmac Dimensional Graphics CDG 2024
2. Howmac Amendment Request
3. Signed_Howmac_CDGP_GrantFundingAgreement

**AMENDMENT 1 TO THE JANUARY 5, 2024 COMMUNITY DEVELOPMENT GRANT
AGREEMENT BETWEEN THE CITY OF SEDRO-WOOLLEY AND HOWMAC
DIMENSIONAL GRAPHICS**

WHEREAS, the City of Sedro-Woolley and Howmac Dimensional Graphics entered into a grant contract on January 5, 2024 to help fund exterior improvements at the business; and

WHEREAS, Howmac Dimensional Graphics completed a portion of the planned project and determined that seal coating and restriping the parking lot would be a better project aesthetically than replacing an awning above the north entry doors; and

WHEREAS, on August 7, 2024, Howmac Dimensional Graphics requested an amendment to the contract to make those changes.

NOW THEREFORE, Attachment B of the contract is modified as follows:

The following tasks will be removed:

- Awning above N Entry doors, \$2,100

Replacing this item will be:

- Seal coat and re-stripe parking area in front of Howmac Building on Puget Street, \$2,800

The parties have agreed to this amendment this 12th day of September, 2024.

CITY OF SEDRO-WOOLLEY

HOWMAC DIMENSIONAL GRAPHICS

By _____

Julia Johnson, Mayor

By _____

Joel Howard

Approved as to form:

Nikki Thompson, City Attorney

Charlie Bush

From: Joel Howard <joel@howmac.com>
Sent: Wednesday, August 7, 2024 2:27 PM
To: Charlie Bush
Cc: Kelly Kohnken
Subject: RE: Grant Agreement amendment request
Attachments: parking 5.jpg; parking 1.jpg; parking 2.jpg; parking 3.jpg; parking 4.jpg

CAUTION: This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charlie,

Here is our original line-item budget proposal for our business.

Soffit lighting and multiple entry lighting \$4300

Awning above N Entry doors \$2100

Main entry tile flooring \$1600

Refurbish Existing howmac signage \$900

Landscape \$1100

Here is our revised line-item budget proposal:

Soffit lighting and multiple entry lighting \$3400 (this was already completed under budget)

~~Awning above N Entry doors \$2100~~ (We would like to eliminate this line item)

Main entry tile flooring \$1800

Refurbish Existing howmac signage \$600

Landscape \$1400

Seal coat and re-stripe parking area in from of howmac building on Puget Street. \$2800 (this is the new addition)

As we looked at the project, we thought the seal coat and striping would be more impactful aesthetically when looking at the front of the building than the awning we had originally looked at adding.

Let me know if there is anything else you need from me Charlie!

Thank you!

Sincerely,
Joel Howard



t 800-735-7251

f 800-827-7274

www.howmac.com

Follow us on Instagram and Facebook !

From: Charlie Bush <cbush@Sedro-Woolley.gov>
Sent: Tuesday, August 6, 2024 3:17 PM
To: Joel Howard <joel@howmac.com>
Cc: Kelly Kohnken <kkohnken@Sedro-Woolley.gov>
Subject: RE: Grant Agreement

Hi Joel,

We could amend the contract to change the scope of work (things you are going to do with the money). You would need to send us a request and we would need to take that to the City Council (takes 2-3 weeks) for approval. Work must be done by the end of 2024.

Thanks,

Charlie Bush

MPA, ICMA-CM

City Administrator

City of Sedro-Woolley, WA

360-855-9921 direct

360-391-4906 mobile



Pronouns: he; him; his

From: Joel Howard <joel@howmac.com>
Sent: Tuesday, August 6, 2024 8:57 AM
To: Charlie Bush <cbush@Sedro-Woolley.gov>

Cc: Kelly Kohnken <kkohnken@Sedro-Woolley.gov>
Subject: RE: Grant Agreement

CAUTION: This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for getting back to me. two more questions, is it possible to add another building upgrade as long as the overall budget does not change?

What is the deadline for completion on everything?

Thank you sir!

Sincerely,
Joel Howard



t 800-735-7251

f 800-827-7274

www.howmac.com

Follow us on Instagram and Facebook !

From: Charlie Bush <cbush@Sedro-Woolley.gov>
Sent: Monday, August 5, 2024 3:24 PM
To: Joel Howard <joel@howmac.com>
Cc: Kelly Kohnken <kkohnken@Sedro-Woolley.gov>
Subject: RE: Grant Agreement

Hi Joel,

Congratulations on completing a couple of pieces of your project. Section 4 of our agreement requires you to complete the whole project before submitting for reimbursement, unless your total project exceeds \$20,000. I'm showing your project at \$10,000 total so you will need to wait until it is complete. Please let us know if you have additional questions.

Thanks,

Charlie Bush

MPA, ICMA-CM
City Administrator
City of Sedro-Woolley, WA
360-855-9921 direct
360-391-4906 mobile



Pronouns: he; him; his

From: Joel Howard <joel@howmac.com>
Sent: Monday, August 5, 2024 11:46 AM
To: Charlie Bush <cbush@Sedro-Woolley.gov>
Cc: Kelly Kohnken <kkohnken@Sedro-Woolley.gov>
Subject: RE: Grant Agreement

CAUTION: This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charlie,
We have the soffit lighting and multiple entry lighting finished. Is it ok to submit that portion of our projects for reimbursement?

Sincerely,
Joel Howard
 **howmac**
dimensional graphics
t 800-735-7251
f 800-827-7274
www.howmac.com
Follow us on Instagram and Facebook !

From: Charlie Bush <cbush@Sedro-Woolley.gov>
Sent: Wednesday, March 27, 2024 1:56 PM
To: Joel Howard <joel@howmac.com>

Cc: Kelly Kohnken <kkohnken@Sedro-Woolley.gov>
Subject: RE: Grant Agreement

Hi Joel,

This part is easier than the rest. Simply complete your planned projects and submit receipts to the City. From there, we'll reimburse you up to the total amount of the grant for the work that was included in it. I'm copying our Finance Director, Kelly Kohnken, as you'll want to submit the receipts to her. Once you are done with your projects, let us know that as well so we can come out and take some pictures (I'm doing that part).

Thanks,

Charlie Bush

MPA, ICMA-CM
City Administrator
City of Sedro-Woolley, WA
360-855-9921 direct
360-391-4906 mobile



Pronouns: he; him; his

From: Joel Howard <joel@howmac.com>
Sent: Wednesday, March 27, 2024 11:26 AM
To: Charlie Bush <cbush@Sedro-Woolley.gov>
Subject: RE: Grant Agreement

CAUTION: This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charlie,
Good morning!
Could you tell me how I go about having improvements done with the grant money?
What are the steps exactly? Thank you sir!

Sincerely,



t 800-735-7251

f 800-827-7274

www.howmac.com

Follow us on Instagram and Facebook !

From: Charlie Bush <cbush@Sedro-Woolley.gov>

Sent: Wednesday, January 3, 2024 2:49 PM

To: Joel Howard <joel@howmac.com>

Subject: RE: Grant Agreement

That works – standby for a DocuSign email.

Thanks,

Charlie Bush

MPA, ICMA-CM

City Administrator

City of Sedro-Woolley, WA

360-855-9921 direct

360-391-4906 mobile



Pronouns: he; him; his

From: Joel Howard <joel@howmac.com>

Sent: Wednesday, January 3, 2024 2:40 PM

To: Charlie Bush <cbush@Sedro-Woolley.gov>

Subject: RE: Grant Agreement

CAUTION: This email originated from outside of the City of Sedro-Woolley mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charlie,
Does this look correct?
Federal Tax Status: S Corporation
Secretary of State Registration # 601292145 (this is our unified Business ID #)
Federal Tax ID 91-1508953

Thank you!

Sincerely,
Joel Howard
 **howmac**
dimensional graphics
t 800-735-7251
f 800-827-7274
www.howmac.com

Follow us on Instagram and Facebook !

From: Charlie Bush <cbush@Sedro-Woolley.gov>
Sent: Wednesday, January 3, 2024 10:40 AM
To: Joel Howard <joel@howmac.com>
Subject: Grant Agreement

Hi Joel,

The City Council approved a grant for Howmac Dimensional Graphics at the last meeting of 2023. Attached is a draft grant agreement. I'll need to following information before sending it through DocuSign:

Federal Tax Status: _____
Secretary of State Registration # _____
Federal Tax ID _____

Please let me know if you have any questions. Once the agreement is executed, you are cleared to start your project.

Thanks,

Charlie Bush

MPA, ICMA-CM
City Administrator
City of Sedro-Woolley, WA
360-855-9921 direct
360-391-4906 mobile



Pronouns: he; him; his











CITY OF SEDRO-WOOLLEY COMMUNITY DEVELOPMENT GRANT AGREEMENT

This agreement is made effective as of January 5, 2024 by and between the City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA, a municipal corporation of the State of Washington and Howmac Dimensional Graphics, a corporation of the State of Washington.

In this Agreement, the party who is contracting to receive services shall be referred to as "The City", and the party who will be providing the services shall be referred to as "The Organization."

The City desires to have beautification services provided by The Organization through the completion of a community development grant project by The Organization. The City Council established the Community Development Grant Program through Resolution 1117-23 (Attachment D).

Community development grant funding (Grant Program Scope of Work, Attachment A) provided by The City, through the American Rescue Plan Act (ARPA), will assist in helping to beautify Sedro-Woolley through the visible improvement activities of business and nonprofit recipients, stimulating additional investment that improves the economy of Sedro-Woolley.

The Organization must have a visible physical presence in the community where improvements will be made, have applied through the City's Community Development Grant Program (The Organization's Grant Application, Attachment B) to complete a project that will help beautify The City, and met all the standards for funding (The Organization's Review Sheet, Attachment C).

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** In consideration of the payment of the funds identified in Paragraph Four of this agreement, The Organization will provide the following services (collectively the "Services") beginning on January 5, 2024:

See Attachment B, the Organization's application.

When the funds have been expended, The Organization will submit to The City a written report and invoice within 30 days detailing the expenditures. In the case of a total project exceeding \$20,000 in grant funds and matching funds combined, The Organization may furnish The City a report at 50% completion and receive reimbursement for the eligible portion of the project.

2. **PERFORMANCE OF SERVICES.** The manner in which the services are to be performed shall be determined by The Organization, consistent with The Organization's grant application (Attachment B).
3. **EQUAL OPPORTUNITY.** In selecting vendors, The Organization shall not discriminate against any low-income family on the basis of sex, race, religion or national origin.
4. **PAYMENT.** The City will pay The Organization \$10,000 for the year 2024 for services provided by Organization. This fee shall be payable in a lump sum after completion of services performed in accordance with this agreement, with the exception of projects over a total of \$20,000 listed in section 1. Total funds paid by The City will not exceed \$10,000 for a business or \$5,000 for a nonprofit.
5. **TERMINATION.** This Agreement shall terminate automatically on December 31, 2024.
6. **SUSPENSION AND DEBARMENT.** By signing this agreement, The Organization certifies that it is not federally suspended or debarred, recognizing that federal suspension or debarment will make The Organization ineligible to receive funding from The City.
7. **RELATIONSHIP OF PARTIES.** The parties understand that The Organization is an independent contractor with respect to The City.
8. **INDEMNIFICATION.** The Organization agrees to indemnify and hold The City harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The City that result from the acts or omissions of The Organization, The Organization's employees, if any, and The Organization's agents.
9. **ASSIGNMENT.** The Organization's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.
10. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

City:

Kelly Kohnken
City Clerk/Finance Director
CITY OF SEDRO-WOOLLEY
325 Metcalf Street

Sedro-Woolley, 98284
360-855-1661

Organization:

Joel Howard, Howmac Dimensional Graphics
720 Puget Avenue, Suite A
Sedro-Woolley, WA 98284
360-855-2649

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
13. COMPLIANCE WITH PUBLIC RECORDS LAW. The Organization understands that, except for disclosures prohibited in this contract, The City must disclose to the public upon request any records it receives from The Organization. The Organization further understands that any records obtained or generated by Organization under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the Washington Public Records Act, RCW 42.56. The Organization agrees to contact The City immediately upon receiving a request for documents under the Public Records Act and to comply with The City's instructions on how to respond to the request.
14. CITY AUDIT. All records, regardless of physical form, and the accounting practices and procedures of The Organization relevant to this contract are subject to examination by the City or the City's designee. The Organization must maintain all such records for at least three years following completion of this contract.
15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY of SEDRO-WOOLLEY

DocuSigned by:

Julia Johnson

3C84008CC8484BD...

Julia Johnson, Mayor

HOWMAC DIMENSIONAL GRAPHICS

DocuSigned by:

Joel Howard

9A06D5E23BFA400...

Joel Howard, Registered Agent

Federal Tax Status: S Corporation

Secretary of State Registration: #
601292145

Federal Tax ID: 91-1508953

ATTEST:

DocuSigned by:

Kelly Kohnken

2C53B290694B4A9

Kelly Kohnken, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Nikki Thompson

Nikki Thompson, City Attorney

SCOPE OF WORK FOR SEDRO-WOOLLEY COMMUNITY DEVELOPMENT GRANT PROGRAM

General Intent

The purpose of this grant program is to beautify the city and to get more people involved in taking care of our community, through the activities of the businesses and nonprofit sectors. When people work together to help beautify Sedro-Woolley, they will develop a stronger sense of community, bond with neighbors and local businesses, become more likely to help with future projects, make additional community investments, and invite friends and family to participate.

Program Description

The Sedro-Woolley City Council has made \$140,000 in funding available for reimbursement grants of up to \$5,000 for nonprofits and \$10,000 for businesses. Grant funds must be expended within the corporate City limits of Sedro-Woolley, Washington.

Grant funds are provided for project materials, except in circumstances where specialty labor not locally available is needed to complete the project. Projects must be completed in publicly facing areas. If the total cost of a project exceeds \$20,000, then the City will reimburse its eligible portion of the project after the project reaches 50% completion.

Grant Eligibility Requirements

Eligible applicants:

- Non-National Franchise Businesses
- Non-profit organizations

Example projects include:

- Clean-up costs (ex. stains on sidewalks)
- Landscaping
- Exterior paint
- Awning replacement/maintenance
- Upgrades to signs
- Lighting
- Business cleanup of publicly visible areas
- Historical markers signifying events and people that are more than 50 years old

- Advertising for city tourism (No more than twice per year)
- More bike and pedestrian friendly elements (ex. bike racks, benches) – project may receive Arts Commission review, if items have unique design features
- New Murals and Mural Refurbishment (see Sedro-Woolley Municipal Code section 17.51) – project will receive Arts Commission review
- New statues and statue refurbishment – project will receive Arts Commission review
- Loggerrodeo and other art installations – project will receive Arts Commission review

Grant Evaluation and Selection Considerations

The City Council will serve as the grant evaluation and selection committee, after an advisory public yes or no vote on the projects, and a recommendation from the Arts Commission for certain types of projects. City staff from the Executive Department, Finance Department, and other departments, as needed, will provide staff support. Staff will review applications for completeness and submit materials to the Council, for further evaluation. The City will advertise the program and place any applications received beyond 50 on a waiting list. Up to the first 50, pending the availability of funds, will be vetted, and voted upon by the public, prior to City Council consideration.

To be funded, the project must have the potential to increase City tax revenues, either directly or indirectly.

Grant Process

The application period will open on August 21st, 2023 and remain open until funding is exhausted. Once a grant is awarded by the City Council, the City's Finance Department staff will work with the recipient(s) to execute a contract. Requested for grant reimbursement will also be processed through the Finance Department. Funds must be expended within one year of grant award or by October 31, 2026, whichever comes first.

Sedro-Woolley Community Development Grant Program *Application*

Date of Application: 11/06/2023

Full Legal Name (Organization): Howmac dimensional graphics

Applicant Mailing Address: 720 Puget Ave Ste A Sedro Woolley WA 98284

Project Physical Address: same as above

Phone Number: (360) 855-2649

Primary Contact: Joel Howard

Website (if applicable): www.howmac.com

Email Address: joel@howmac.com

Grant Amount Requested (maximum \$5,000 per nonprofit and \$10,000 per business): \$ 10,000.00

Optional Matching Funds:

Grant Eligibility Requirements:

- Businesses and non-profit organizations are eligible to apply for funds
- Businesses must possess and active City of Sedro-Woolley business license, if required by law
- Applications must be approved prior to the project start date
- Maximum funding limit is \$5,000 per nonprofit, or \$10,000 per business
- National franchises are not eligible
- Improvements must be made to a public-facing area.
- Projects will be vetted for completeness by City staff, may go to the Arts Commission for recommendation to the City Council, and will be subject to a public advisory vote. The City Council will make the final decision on whether to fund a project.
- Once funded, grants will be reimbursement grants. One exception is for projects greater than \$20,000 in total. Those projects can have their city-eligible funds reimbursed when they are more than 50% complete.

Proposal - provide an explanation of the project including who/what/where/when/why, attach at least three photos of the area/areas needing improvement (500 words or less):

Howmac has been at this location for about 23 years now. We would like to make the street facing side of the building more attractive by doing the following: Adding exterior soffit lighting. Adding entry way lighting above multiple doors. Add an awning above the two northern entry doors. Add new exterior entry way tile/flooring at main entrance Refurbish the existing signage. Finish landscaping the green belt area on the south end of building.

Budget – provide a line-item budget, including information and amounts of any outside funding sources:

Soffit lighting and multiple entry lighting \$4300
Awning above N Entry doors \$2100
Main entry tile flooring \$1600
Refurbish Existing howmac signage \$900
Landscape \$1100

Impact – discuss how your project will directly or indirectly increase tax revenues in Sedro-Woolley (250 words or less):

We have a lot of traffic on the street already and I think it would make people more comfortable with better lighting on our side walk. Anything that looks clean, sharp and attractive helps retail business. We also get a lot of people during the summer time walking from the east side of town along the south end of our building and past the museum parking lot to town. I think that improvements around our building would make it more appealing to those shopping around town.

Background – provide any additional background information you feel is relevant, including an artist rendering of your project (250 words or less, an art attachment is strongly encouraged):

Authorization

I, (print name) Joel Howard the (print title, if applicable) Owner
of (print organization name, if applicable) _____
have approved the submission of this proposal.

If I/we receive a grant, I/we agree to enter into a contract with the City of Sedro-Woolley promising to:

- 1) Execute the project, as planned;
- 2) If a religious organization, not proselytize as any part of the project to be completed;
- 3) Provide all documentation necessary (included in the contract) to verify and receive reimbursement for the project.

Name and Title of Authorizing Member: Joel Howard

Signature: _____ **Date:** 11/06/2023

Proposals can be mailed to: Charlie Bush, City Administrator
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

OR submitted via email to: cbush@sedro-woolley.gov

Please include a completed and signed application and proposal with "Sedro-Woolley Community Development Grant Program" on the subject line.

Background – provide any additional background information you feel is relevant, including an artist rendering of your project (250 words or less, an art attachment is strongly encouraged):

Authorization

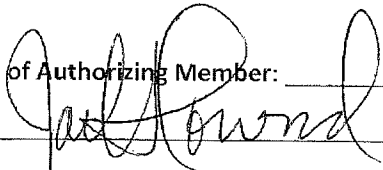
I, (print name) Joel Howard the (print title, if applicable) Owner
of (print organization name, if applicable) _____

have approved the submission of this proposal.

If I/we receive a grant, I/we agree to enter into a contract with the City of Sedro-Woolley promising to:

- 1) Execute the project, as planned;
- 2) If a religious organization, not proselytize as any part of the project to be completed;
- 3) Provide all documentation necessary (included in the contract) to verify and receive reimbursement for the project.

Name and Title of Authorizing Member: Joel Howard

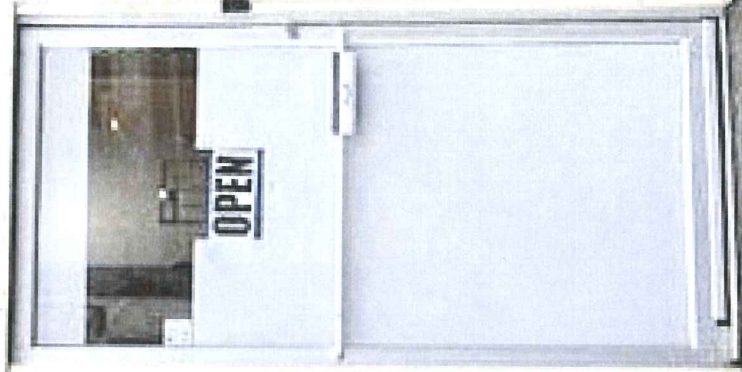
Signature:  Date: 11/06/2023

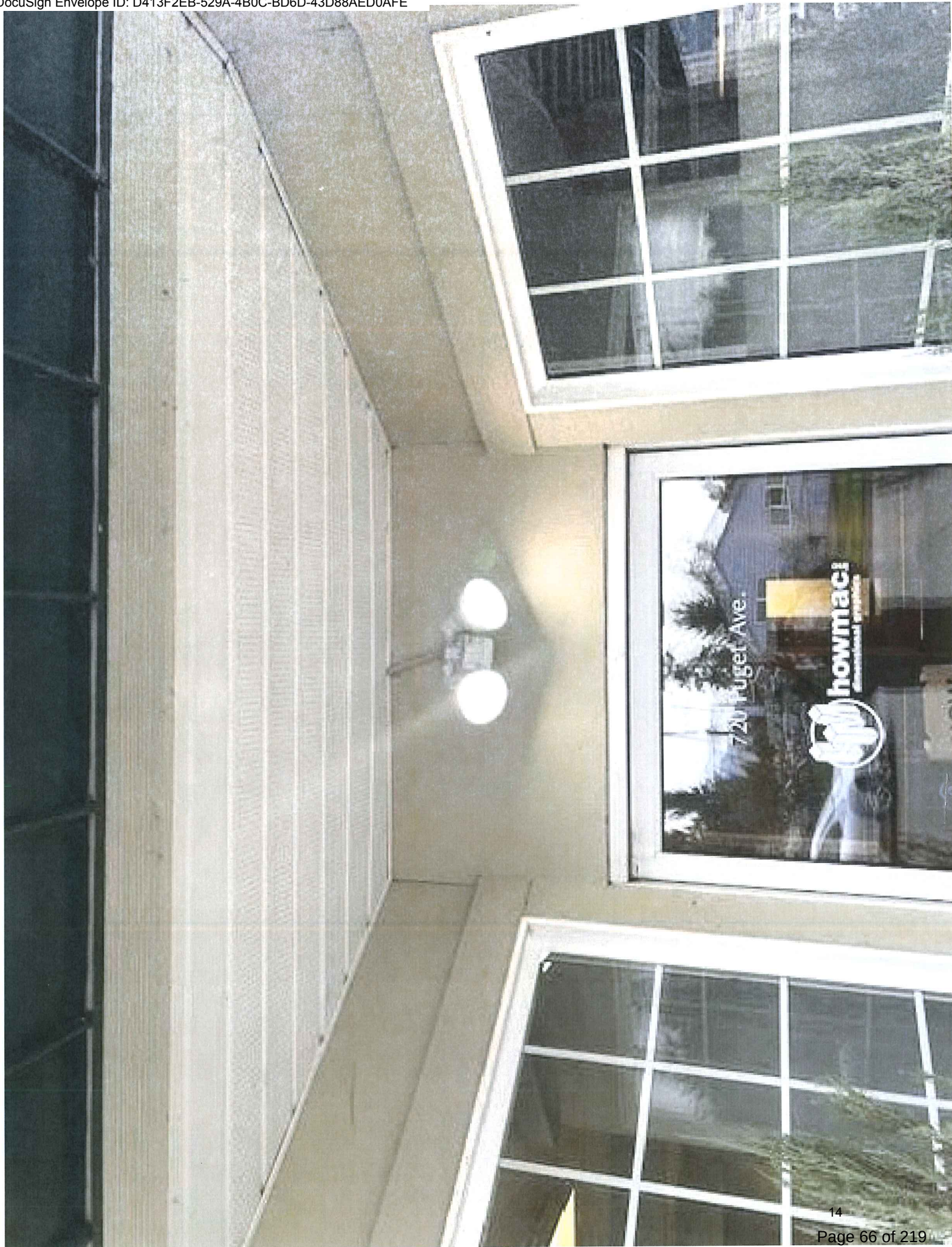
Proposals can be mailed to: Charlie Bush, City Administrator
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

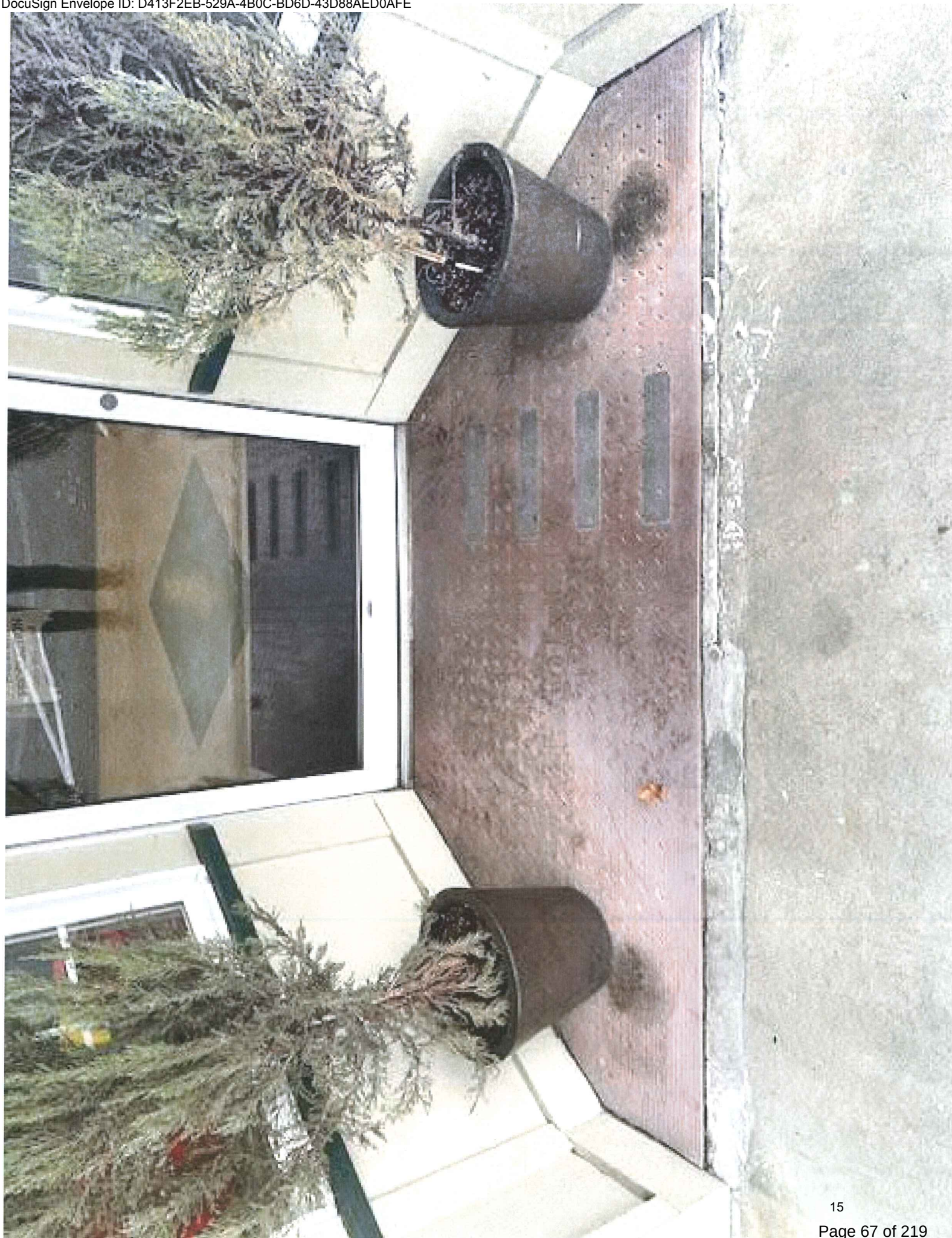
OR submitted via email to: cbush@sedro-woolley.gov

Please include a completed and signed application and proposal with "Sedro-Woolley Community Development Grant Program" on the subject line.

















Sedro-Woolley Community Development Grant Program

Review Sheet

Basic Information

Application Number: _____9_____

Applicant: _____Howmac Dimensional Graphics_____

Application Complete (yes/no): _____yes_____

Check One

Local Business (non-franchise, yes-no): _____yes_____

City Woolley Business License (yes/no): _____yes_____

Address verification (yes/no): _____yes, owner is 720 Puget Street LLC_____

Nonprofit Organization (yes/no): _____no_____

Project Information

Is the Project Public Facing (yes/no): _____yes_____

Grant Request Amount at \$10,000 maximum for a business or \$5,000 maximum for a nonprofit, or under that amount (yes/no): _____\$10,000_____

Other Review

Arts Commission (yes/no): _____no_____

CITY OF SEDRO-WOOLLEY

Sedro-Woolley, Washington

**RESOLUTION 1117-23 - ESTABLISHING THE SEDRO-WOOLLEY COMMUNITY
DEVELOPMENT GRANT PROGRAM**

**A RESOLUTION OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON
CREATING THE SEDRO-WOOLLEY COMMUNITY DEVELOPMENT
GRANT PROGRAM (SW-CDGP).**

WHEREAS, the City of Sedro-Woolley seeks to get more people involved in taking care of and enhancing the community; and

WHEREAS, when people work together to help beautify Sedro-Woolley they will develop a stronger sense of community, bond with neighbors and local businesses, become more likely to help with future projects, and invite friends and family to participate.; and

WHEREAS, the City considers community beautification and caretaking a part of economic development; and

WHEREAS, the City Council has allocated \$300,000 in federal American Rescue Plan Act (ARPA) for economic development purposes; and

WHEREAS, the Council desires to allocate \$140,000 of this \$300,000 for economic development towards the Sedro-Woolley Community Development Grant Program (SW-CDGP), which will serve these purposes; and

WHEREAS, the grant program will launch in August 2023.

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

**Section 1: Establishes the Sedro-Woolley Community Development Grant Program (SW-
CDGP)**

The program will operate according to the contract and guidance established in Exhibit A and the application included in Exhibit B.

ADOPTED by the City Council and **APPROVED** by the Mayor this 26th Day of July 2023.

CITY OF SEDRO-WOOLLEY

DocuSigned by:
By Julia Johnson
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Julia Johnson, Mayor

ATTEST:

DocuSigned by:
By Kelly Kohnken
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Kelly Kohnken, City Clerk



City Council Agenda Item

Agenda Item No.: e.8.

Date: September 11, 2024

From: Kelly Kohnken - Finance Director

Subject: Lodging Tax Changes Referred to Lodging Tax Advisory Committee

RECOMMENDED ACTION:

Motion to refer changes in lodging tax to Lodging Tax Advisory Committee (LTAC).

ISSUE:

Should the City Council refer potential changes in the 2024 use of lodging (hotel/motel) tax revenue to the LTAC for review and comment.

BACKGROUND/SUMMARY INFORMATION:

The lodging tax, also referred to as the hotel-motel tax, is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities. The guiding principle for the use of lodging taxes can be used for:

1. Tourism marketing,
2. Marketing and operations of special events and festivals designed to attract tourists,
3. Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
4. Operations of tourism-related facilities owned or operated by nonprofit organizations (RCW 67.28.1816).

RCW 67.28.1817 requires the City to have a Lodging Tax Advisory Committee (LTAC). The LTAC receives all applications for lodging tax grants and recommends a list of candidates and funding levels to the City Council for a final determination.

Historically, the City offers annual lodging tax grant funding to applicants wishing to sponsor or run events which accomplish one or more of these functions. Funding is given to successful applicants on a reimbursement basis. This annual process is considered a "change in use" of the City's tax proceeds. RCW 67.28.1817 requires any proposal to change the use of the tax proceed must be submitted to the LTAC for review and comment.

This submission must occur at least 45 days before final action is taken on the Council's proposal. The purpose of this proposed action is to refer the consideration of the change in use of lodging tax revenue

to the LTAC, and begin the 45-day time period.

Additional information on lodging tax or hotel/motel tax, is available on the City's website under Governing and Lodging Tax Advisory Committee.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.1.

Date: September 11, 2024

From: Dan McIlraith, Police Chief

Subject: Swearing In of Police Officer Joseph Eggert

RECOMMENDED ACTION:

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

Mayor to swear in and family to pin badge.

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.2.

Date: September 11, 2024

From: Frank Wagner, Fire Chief

Subject: Swearing In of Firefighter / EMTs: Devon Heckard, Jacob Braaten, LaRen Gevaart-Rossie, Jack Cole, Dillon Russell, Drew Jenkins, Bobby Castilleja, and Sean O'Neill
Swearing In of Firefighter /Paramedics: Brandon Paulson and Philip Chong

RECOMMENDED ACTION:

No action necessary.

ISSUE:

No Issues

BACKGROUND/SUMMARY INFORMATION:

Our ten newly hired Firefighter EMT's and Paramedics will be sworn in by Mayor Johnson with their oath of office. Special thanks to the Council for their support of our Fire Levy Lid Lift and the voters for their investment in our department and community.

Firefighter / EMTs:

- Devon Heckard – EMT
- Jake Braaten – EMT
- LaRen Gevaart-Rossie – EMT
- Jack Cole – EMT
- Dillon Russell – EMT
- Drew Jenkins – EMT
- Bobby Castilleja – EMT
- Sean O'Neill – EMT

Firefighter / Paramedics:

- Brandon Paulson – Paramedic
- Philip Chong – Paramedic

FISCAL IMPACT, IF APPROPRIATE:

None

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: f.3.

Date: September 11, 2024

From: Serena Mynatt, Deputy Clerk

Subject: Central Skagit Library District Director Rachel McDonald

RECOMMENDED ACTION:

None.

ISSUE:

None.

BACKGROUND/SUMMARY INFORMATION:

The Central Skagit Library's 2024-25 Strategic Goals were presented to their board of trustees at their August retreat. These goals represent the first phase of implementation for the library's 2024-2028 Strategic Plan. Library Director Rachel McDonald is looking forward to connecting with city leaders, departments, non-profits, the Sedro-Woolley School District, community members, and other stakeholders to bring these goals to fruition.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. CSLD Strategic Plan 2024-2028
2. CSL 2024-25 Strategic Plan Presentation

CENTRAL SKAGIT LIBRARY DISTRICT: STRATEGIC PLAN

2024 - 2028



CENTRAL SKAGIT LIBRARY DISTRICT

110 W State Street
Sedro-Woolley, WA 98284

(360) 755-3985

centralskagitlibrary.org



The Central Skagit Library District, over the last eight years, has managed a significant amount of change while also weathering some of the greatest challenges alongside our neighbors. From a small office to consolidating with the city library and building a beautiful new facility, Central Skagit Library District and its community have worked hard to bring about positive change. Now we face a post-COVID world with many new challenges. The Board of Trustees and the staff of the Central Skagit Library recognized that it was time to shift gears from start-up work to visionary work that will build on the great work that has already been done.

The Central Skagit Library District set about the process of requesting proposals for this work in the spring of 2023. Co/Lab Capacity LLC was engaged to assist the district in this process. The bulk of the work of the needs assessment took place during the summer where focus groups, stakeholder meetings, and an online survey were tools used to gather input from community members.

The purpose of this needs assessment and strategic planning process is to help the Central Skagit Library District focus on those facets of life that our community members define as high priorities. We seek to align our services with those community priorities, honing our programs and resources to help bring about the best possible impacts on the quality of life of our residents.

The Central Skagit Library District Board of Trustees and staff truly appreciate the support we have in this community and we value the input that we have received during this process. We hope that the data that we have collected will also provide other local agencies and civic groups with valuable insight into community priorities.

Thank you for all your support,

A handwritten signature in black ink that reads "Jeanne Williams". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jeanne Williams
Library Director

INTRODUCTION



A COMMUNITY-CENTERED PLAN

In 2023, Central Skagit Library District (CSLD) undertook a comprehensive strategic planning process to determine its strategic direction for the next five years. Our goal was to create a plan rooted in the community, so that the library can continue to offer impactful services that support your goals, dreams, and needs.

METHODS

Community input shaped every aspect of this plan. CSLD contracted with Co/lab Capacity LLC to facilitate a variety of methods in both English and Spanish, including:

- A report on demographic data and library use trends
- A public survey, which received over 400 responses
- Community conversations, which attracted more than two dozen participants
- Interviews with seven key community stakeholders, such as elected officials, business and civic leaders, and local residents.

By synthesizing the findings with an internal team of library leadership, staff, Board members, and volunteers, we constructed a plan that supports both the library's mission and the community's aspirations in deeply meaningful ways.

BUILDING ON SUCCESS

You told us how much you appreciate the incredible strides the library has taken over the past few years, from a landmark new building to a dramatic expansion of programs, partnerships, and collections. This plan will help the library keep building on that foundation of success. We are excited to pursue even more ways to *enrich*, *empower*, and *engage* our community in the years to come.

GUIDING STATEMENTS



MISSION

Our mission is to bring people, information, and ideas together to *enrich, empower, and engage* our community.

VALUES

Central Skagit Library's values form the foundation of our relationships with patrons and each other. We strive to create a safe, positive atmosphere for learning and working that prepares all who engage with the library to be empathetic citizens of the world.

The Library's values are:

- **INTELLECTUAL FREEDOM, PRIVACY and FREEDOM TO READ:** We commit to these values and oppose censorship and restrictions on access to all constitutionally protected materials and speech.
- **RESPECT:** We commit to treat others, ourselves and our environment with care, high regard, and value.
- **COOPERATION:** We commit to working collaboratively and valuing the contributions of others for a common purpose.
- **HONESTY AND INTEGRITY:** We commit to demonstrating integrity and honesty in our words and actions
- **INCLUSIVITY:** We will respect differences and treat everyone fairly and equitably.

STRATEGY OVERVIEW

ENRICH

Strategy 1: Be a hub for youth engagement and opportunity.

The community wants to develop well-rounded and kind youth who are prepared to succeed and give back. In a community with limited affordable childcare resources and after-school activities, the library can play a particularly important role in supporting youth outside the classroom.

Strategy 2: Celebrate our small-town identity.

Community-wide celebrations create a sense of belonging that connects us across differences in beliefs, views, and cultures. The community prides itself on being a place where neighbors know, trust, and care for each other. As the region grows and changes, it becomes even more important to intentionally foster a sense of belonging that bridges divides and welcomes people of all backgrounds.

EMPOWER

Strategy 3: Support access to services and resources with dignity.

The library can help everyone access the services and resources they need to thrive. Because using the library does not have stigma or eligibility restrictions, it can help everyone access what they need to make life affordable and enjoyable, regardless of income.

ENGAGE

Strategy 4: Facilitate civic and community engagement.

People want to know how to get involved in the community in ways that fit their busy lives. Community organizations are also looking for tomorrow's local leaders. The library can help people discover and create opportunities to make a difference.

Strategy 5: Increase collaboration across agencies and municipalities.

The community wants to see more collaboration from their leaders. They want to see agencies collaborate and work together, rather than compete or duplicate. They also want seamless access to library services wherever they are in the region.

STRATEGIES IN DETAIL



UNDERSTANDING THE STRATEGIES

The following section details the specific goals, metrics, and key actions for each strategy. Goals are constructed using a method called a logic model, which demonstrates how the library believes its actions will lead to short-term and then long-term impacts. Logic models use a specific vocabulary, summarized here.

IMPACT

An impact describes a big-picture vision for the community. It is the reason the library is pursuing this strategy – the change you told CSLD you want to see. Impacts may be things that the library cannot achieve or measure alone.

OUTCOME

An outcome describes a change in an individual as a result of using the library, such as increased knowledge or confidence. If we can see this effect in the short term, we know we are likely contributing to the desired community-wide impact.

INDICATOR

An indicator is a data point the library can measure or observe to help it understand the extent to which it is achieving its desired outcomes.

ACTION

An action is what the library will do to meet its desired indicators and outcomes. Actions are the steps most visible to the public, such as library programs, services, and partnerships. Actions in this plan are not intended to be a comprehensive list of everything the library will do in the next five years, as CSLD needs the flexibility to adjust its actions as community needs evolve.

ENRICH



STRATEGY 1: BE A HUB FOR YOUTH ENGAGEMENT AND OPPORTUNITY

Impact: Youth in the community have the support to develop into well-rounded and kind adults who are prepared to succeed and give back.

Outcome: Youth consistently engage with opportunities for academic and social enrichment in a welcoming environment outside of the classroom.

Indicators:

- Increase in the number and consistency of youth programs
- Increased attendance at youth programs
- Increased number of youth-focused partnerships
- Reduction in the number of behavioral incidents involving youth

Key actions:

- Consistently offer after-school activities for both fun and academic enrichment.
- Support programs and services that build relationships with caring adults
- Form partnerships with youth-focused organizations.
- Offer access to mental health education, resources, and support.
- Provide hands-on activities that promote STEM, arts, and trades learning.

ENRICH



STRATEGY 2: CELEBRATE OUR SMALL-TOWN IDENTITY

Impact: Even as the region grows and changes, the community continues to come together as a place where neighbors know, trust, and care for each other – a place where all people can feel that they belong.

Outcome: Residents and organizations from across the community gather to celebrate and learn about the cultures and history of the region.

Indicators:

- Increase in the number of community and cultural celebrations where the library leads or participates
- Increase in attendance at community and cultural celebrations
- Increase in the number of partnerships to support such celebrations
- Increase in collections, displays, and/or resource lists that highlight local history and cultures

Key actions:

- Plan and participate in cultural and community celebrations that bridge divides.
- Collaborate with partners with lived experience to co-create relevant cultural celebrations.
- Engage people and areas outside the library in events, such as through partnerships with other organizations or businesses, public art, and activities that spill out of the library into the outdoor areas or downtown.

EMPOWER



STRATEGY 3: SUPPORT ACCESS TO SERVICES AND RESOURCES WITH DIGNITY

Impact: Everyone in the community, regardless of income, can access the services and resources they need to thrive.

Outcome: People discover and connect with services and resources that help make their lives more affordable and enjoyable.

Indicators:

- Increase in the number of events that provide access to resources or service providers
- Increase in the number of items, such as school supplies, distributed with library support
- Increase in the number of tabling visits, where service providers offer information and enrollment at the library
- Increase in the number of patron contacts made with service provider partners
- Increase in the number of career-related certifications or credentials achieved with the support of library resources

Key actions:

- Host events that meet basic needs in a fun context, such as a community or cultural celebration that also provides services or resources related to food insecurity, school supplies, mental or physical health, substance abuse, and/or housing.

EMPOWER



STRATEGY 3 CONTINUED

Key actions, continued:

- Offer access to technology and opportunities to learn digital skills, so that all residents can fully participate in economic, educational, civic, and social life.
- Develop outreach strategies and partnerships to reach those with barriers to visiting the library building, such as limited transit options.
- Develop relationships and partnerships with the business community. This can be to support business owners, freelancers, and teleworkers through education and resources, and/or to engage businesses in supporting the community.
- Support workforce development by offering services that help adults increase literacy, build job skills, and obtain career-related credentials and certifications.

ENGAGE



STRATEGY 4: FACILITATE CIVIC AND COMMUNITY ENGAGEMENT

Impact: Members of the community are actively engaged in shaping its future.

Outcome: People become more aware of, and more likely to participate in, opportunities for community and civic involvement.

Indicators:

- Increase in collections, displays, and/or resource lists focused on civic engagement
- Increase in the number of volunteer opportunities CSLD provides or promotes
- Increase in the number of community meetings held in the library
- Increase in the number of outreach events to underserved communities

Key actions:

- Provide information and resources that encourage civic engagement by showing people how they can influence local decision-making.
- Offer community meetings and discussions on important topics.
- Create and promote opportunities to give back or volunteer.
- Continue providing and promoting community meeting space.
- Reach out to groups currently underserved by the library, such as Latinos, tribal communities, long-distance commuters, and those in rural areas.

ENGAGE



STRATEGY 5: INCREASE COLLABORATION ACROSS AGENCIES AND MUNICIPALITIES

Impact: The community will benefit from leaders across the region working together to provide coordinated, seamless services.

Outcome: Agencies, municipalities, and other area libraries increase collaboration with CSLD.

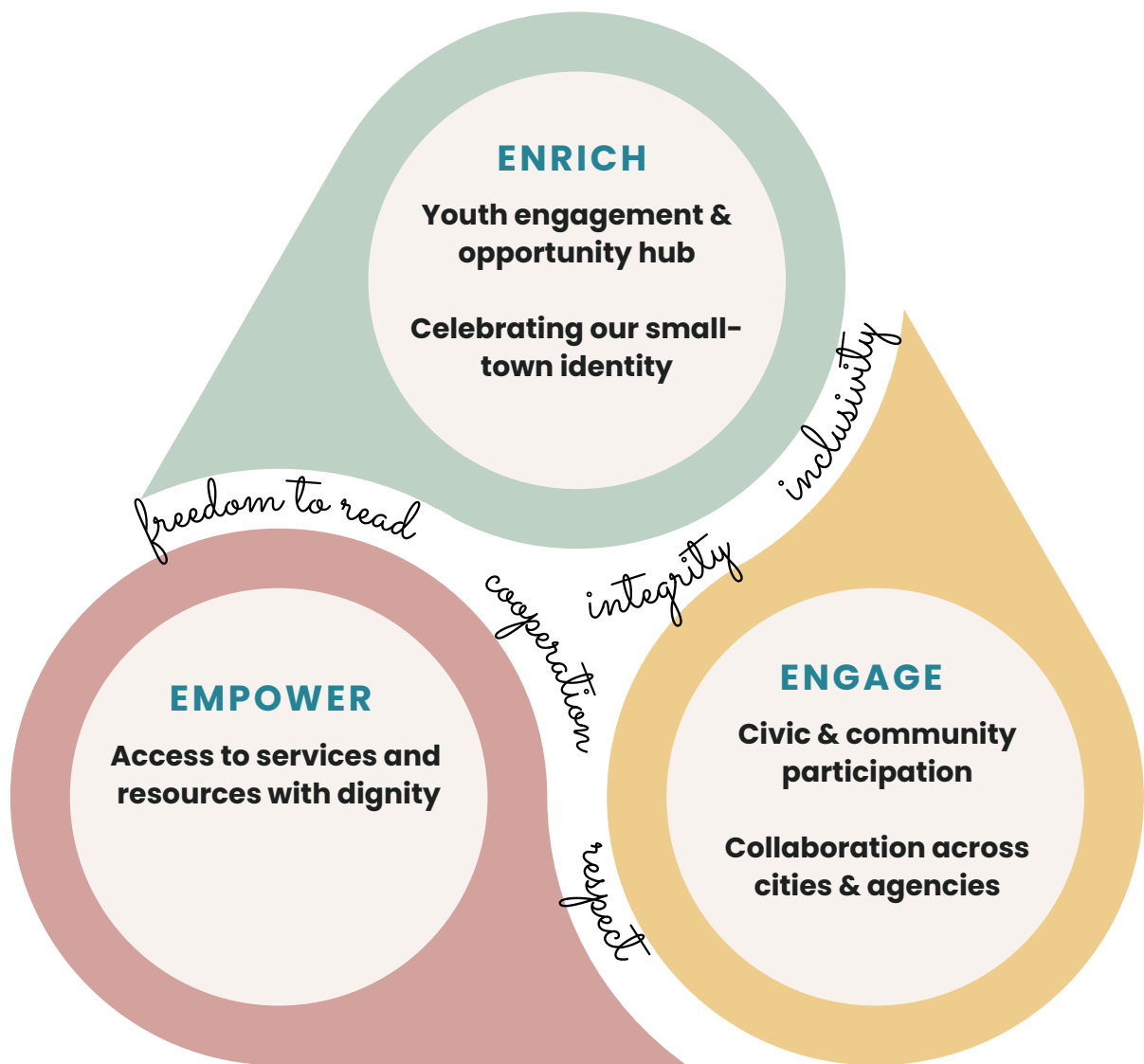
Indicators:

- Increase in the number of collaborative projects with other library systems, especially those that remove barriers to service based on geography
- Increase in the number of patrons positively impacted by those projects
- Increase in the number of partnerships or collaborations with city departments or public agencies

Key actions:

- Continue to strengthen ties with area libraries, including continuing to add libraries to the current Evergreen consortium.
- Explore possibilities for bringing library service to geographic areas not currently covered by any library.
- Increase collaboration with member cities through joint planning meetings.

PLAN AT A GLANCE



ACKNOWLEDGEMENTS

The Central Skagit Library would like to express its deepest gratitude and appreciation to all who helped make this strategic planning process a great success. Your willingness to share your aspirations for this community and your ideas about how to make it an even better place to live will help the Library to be a place for everyone when enrichment, empowerment, and engagement truly lead to positive outcomes.

Special thanks to:

The City of Sedro-Woolley
Friends of Central Skagit Library
Hospital District 304
Leadership Skagit
PFLAG Skagit
Sedro-Woolley Boys and Girls Club
Sedro-Woolley Chamber of Commerce
Sedro-Woolley Fire Department
Sedro-Woolley Recreation Center
Sedro-Woolley School District
Sedro-Woolley RISE
Sedro-Woolley Soroptimists
Skagit Board of County Commissioners
Skagit YMCA

And the many private citizens who took the time to participate in focus groups, interviews, and surveys.

The strategic planning process was facilitated by Co/lab Capacity LLC with the support of ReconMR.



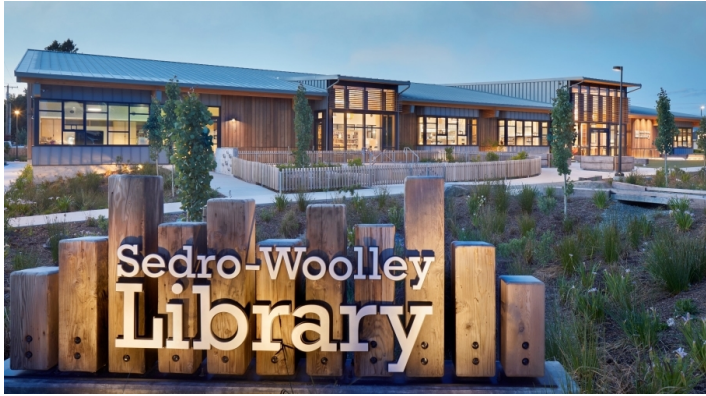
THANK YOU



2024-2025 Strategic Plan Implementation

Rachel McDonald, Director

2024-2028 Strategic Plan Overview



- 1: Be a hub for youth engagement and opportunity.
- 2: Celebrate our small-town identity.
- 3: Support access to services and resources with dignity.
- 4: Facilitate civic and community engagement.
- 5: Increase collaboration across agencies and municipalities.

Goal 1: Create at least 3 different volunteer roles for at least 20 adults and teens, who will give more than 120 hours of their time helping the library by the end of 2025.

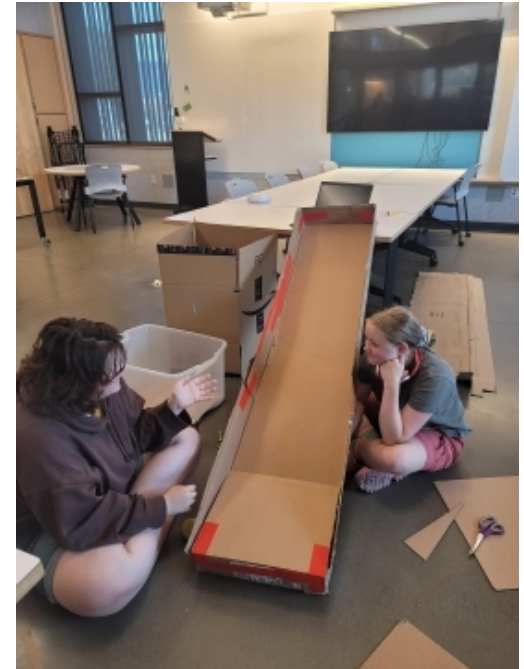
Key Actions:

Create and promote opportunities to give back or volunteer.
Support programs and services that build relationships with caring adults.

Outcomes: People become more aware of, and more likely to participate in, opportunities for community and civic involvement.

People better understand the library's mission and vision and advocate for the value that the library provides to the community.

Youth consistently engage with opportunities for academic and social enrichment in a welcoming environment outside of the classroom. Youth gain pre-employment skills necessary for future economic success.



Goal 2: By end of 2025, expand the Skagit Libraries Consortium Interlocal Agreement to include Mount Vernon and Anacortes libraries and move to a shared Evergreen Integrated Library System with transits between all 6 libraries in Skagit County.

Key Actions:

Continue to strengthen ties with area libraries, including adding libraries to the current Evergreen consortium.

Outcomes: Other area libraries increase collaboration with Central Skagit Library.

Central Skagit Library patrons have increased access to library materials from all consortium members.



Goal 3: By end of quarter 1 of 2025, launch a new website with expanded accessibility features, including machine translations and text-to-speech in multiple languages.

Key Actions:

Offer access to technology and opportunities to learn digital skills, so that all residents can fully participate in economic, educational, civic, and social life.

Reach out to groups currently underserved by the library, such as Latinos, tribal communities, long-distance commuters, and those in rural areas.

Outcomes: All residents, including people with accessibility issues and people whose primary language is not English, discover and connect with library services and resources that help make their lives more affordable and enjoyable.



Goal 4: Partner with the Sedro-Woolley Arts Commission, Chamber of Commerce, Museum, and/or other local entities to create a mural or other art in the north library parking lot by September 2025.

Key Actions:

Engage people and areas outside the library in events, such as through partnerships with other organizations or businesses, public art, and activities that spill out of the library into the outdoor areas or downtown.

Create and promote opportunities to give back or volunteer.

Outcomes: Residents and organizations from across the community gather to celebrate and learn about the cultures and history of the region.

People become more aware of, and more likely to participate in, opportunities for community and civic involvement.



Library mural, Bernal Heights, San Francisco

Photo credit: [Todd Lappin](#)



City Council Agenda Item

Agenda Item No.: i.1.

Date: September 11, 2024

From: Julia Johnson, Mayor

Subject: Library Card Sign-up Month

RECOMMENDED ACTION:

None.

ISSUE:

None.

BACKGROUND/SUMMARY INFORMATION:

None.

FISCAL IMPACT, IF APPROPRIATE:

None.

ATTACHMENTS:

1. Library Card Proclamation

Library Card Sign-up Month 2024 Proclamation

WHEREAS, libraries are essential for the education and development of children, offering everything from preschool storytimes to college and career planning resources for high school students, nurturing literacy and a love for reading;

WHEREAS, libraries provide welcoming and inclusive spaces where individuals from all backgrounds can learn and connect, bridging cultural, ethnic, generational, and economic divides, and strengthening the social fabric of their communities;

WHEREAS, libraries are committed to creating and maintaining diverse programs and collections that reflect the communities they serve, ensuring equitable access for all;

WHEREAS, libraries assist people of all ages in navigating life's complexities, offering access to research, information, and government services that enhance productivity and fulfillment;

WHEREAS, libraries boost the local economy by providing critical access to technology and training for job-seekers, entrepreneurs, and students;

WHEREAS, during times of crisis, libraries and their staff play a vital role in supporting communities both in-person and virtually;

WHEREAS, the shared resources provided by libraries help households save money, conserve resources, and reduce waste, offering a simple way to make a positive impact;

WHEREAS, a library card ignites creativity and empowers individuals to explore new interests and pursue lifelong learning;

WHEREAS, libraries uphold democracy by promoting civic engagement and the free exchange of information and ideas for all;

THEREFORE, be it resolved that I, Julia Johnson, Mayor, proclaim September as Library Card Sign-Up Month in Sedro-Woolley, Washington, and encourage everyone to sign up for a library card today.

Julia Johnson, Mayor



City Council Agenda Item

Agenda Item No.: 1.1.

Date: September 11, 2024

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement (Amendment No. 2) – KLJ Financial Consulting
– 2025 Sewer Rate Study

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to execute Contract Amendment No. 2 with KLJ Financial Consulting to perform the 2025 Sewer Rate Study in the amount not to exceed \$18,550.

ISSUE:

The KLJ Financial Consulting is currently under contract through December 31, 2025, and has conducted rate studies for both the sewer and stormwater utilities.

BACKGROUND/SUMMARY INFORMATION:

KLJ is updating the storm water utility rates as a subconsultant of Gray & Osborne as part of the stormwater comprehensive plan update due in early 2025. This amendment will be limited to the sewer rate study due this year in the October/November timeframe for council consideration.

FISCAL IMPACT, IF APPROPRIATE:

This contract will be funded from the 401 Sewer Operations Fund not to exceed \$18,550.

ATTACHMENTS:

1. 2023-PS-04 KJL
2. KLJ - Sedro-Woolley_Scope and Fee-2025 Sewer Financial Outlook Update



AMENDMENT NO. 2

To the PROFESSIONAL SERVICES AGREEMENT No. **2023-PS-04**
Dated July 18, 2023
Between The City of Sedro-Woolley
And KJL Financial Consulting

This Amendment revises the above contract as follows:

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A-1**. In no event shall the compensation paid to Consultant under this Agreement exceed **\$18,550** 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 (2023), Exhibit B-2 (2024)**, In the event the City elects to expand the scope of services from that set forth in **Exhibit A-1**, the City shall pay Consultant a mutually agreed amount.

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

DATED this 4th day of September 2024

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
William Bullock, PE, MPA
Public Works Director

CONTRACTOR:
KJL Financial Consulting

By: _____
Karyn Johnson
President

August 23, 2024

Bill Bullock, Director of Public Works
Sedro-Woolley
325 Metcalf
Sedro-Woolley, WA, 98284

Electronic Submittal: bbullock@Sedro-Woolley.gov

Re: 2025 Sewer Financial Outlook Update

Per your request, KLJ Financial Consulting (KLJ) is pleased to provide this proposed scope of work and budget to prepare an update to the City's six-year rate outlook and projected sewer rates and general facilities fees (GFCs) for the years 2025 through 2030.

Project Understanding

The City's sewer rates and GFCs were last adjusted January 1, 2024, based on the sewer rate analysis prepared by KLJ in 2023 for the 2024 sewer rate update. For the 2025 update, the sewer rate model will be updated to reflect 2023 actual performance, the 2024 budget, and current assumptions for growth and capital plan execution. The six-year financial plan will be updated to demonstrate the operating and capital needs along with how these costs will be funded. Operating revenues will be matched with ongoing expenses to ensure sustainable utility operations. Rates and GFCs will be updated to reflect the proposed level of annual increases.

The proposed scope of work and fee estimate are detailed below.

Scope of Work

The following tasks will be performed:

Task 1 | Project Management and Meetings/Presentations – Perform project management activities such as invoicing/status reporting and coordination. Prepare for and attend up to three (3) virtual meetings with City staff to discuss data, issues, assumptions and review draft and final results and up to (2) virtual meetings to present results to the Public Works Committee and/or City Council.

Task 2 | Data Collection and Review – Provide an initial data request identifying the financial, operational and customer data pertinent to the performance of the study. Review, analyze, and validate such information as necessary for use in modeling the technical components and follow up with City staff as necessary for clarification and/or additional data needs as the study progresses.

Task 3 | Historical Financial Summary – Prepare a four-year financial overview of the sewer utility based on data from the previous update, financial statements and/or other reports provided by the City. This will include a review of historical revenues, operating and maintenance expenses, capital outlays, debt service, cash reserves, and rates and GFCs. The purpose of this task is to provide familiarity with recent utility performance and prepare for future projections.

Task 4 | Capital Improvement Program (CIP) Funding Plan – Incorporate actual capital expenditures since the last update and the current forecast of annual capital projects and associated costs for the six-year period (2025-2030) based on current 10-year CIP. Escalate those costs to the year of anticipated construction

and design capital funding strategies intended to feasibly execute the capital program while providing smooth rate impacts. Evaluate an appropriate combination of resources from cash reserves, general facilities charges, rates, and new debt issuance. Resulting debt service and other rate requirements for capital funding will be identified for inclusion in the six-year financial plan and rate outlook. During the development of the financial plan, alternative prioritization of capital projects and/or funding options may be developed and reviewed with City staff.

Task 5 | Six-Year Financial Plan and Rate Outlook – Project annual rate revenue needs to fund the capital program, operating and maintenance costs, debt service, and fiscal policy achievement over the planning period. Additional enhancements to the rate model may be made to improve modeling flexibility based on recommendations from the prior update. The model will incorporate historical and projected revenue, operating expenses, existing debt repayment, and impacts of the capital funding plan. Growth assumptions for new customers will be based on historical trends and input from City staff. Up to three (3) scenarios will be prepared to evaluate impacts on rates by changing economic assumptions, CIP funding, and/or the level of proposed rate increases. The output will be the percentage increase on existing rates and GFCs to fund a balanced and sustainable sewer program. Key outcomes include:

- a | Summary of historical performance, existing debt service, and financial policies review.
- b | Forecast of annual operating and maintenance expenses.
- c | Alignment of capital program execution with alternative resources.
- d | Road map for pursuing / securing best-fit funding mechanisms.
- e | Feasible capital funding plan in balance with City tolerance for rate increases / system risk.
- f | Six-year financial plan / rate adjustment strategy to guide future budgeting and rate-setting.
- g | Understanding of customer rate impacts.

Task 6| Documentation and Deliverables – Provide documentation of the study analysis and results including summary materials for presentations and an electronic version of the sewer rate model.

Fee

The total effort is estimated to be up to 106 hours for an estimated fee of \$18,550. Invoices will be submitted monthly for services provided. Additional services can be added on a time and materials basis, and agreed in writing, such as additional analysis, meetings or support with financial issues that may arise.

Hourly Billing Rate:		\$175.00
Sedro-Woolley 2025 Sewer Financial Outlook Update Tasks:		
	EST. HOURS	COST EST.
1. Project Management & Meetings/Presentations	12	2,100
2. Data Collection/Review	8	1,400
4. Historical Financial Summary	8	1,400
5. Capital Improvement Program Funding Plan	16	2,800
6. Six-Year Financial Plan/Rate Outlook	48	8,400
7. Documentation and Deliverables	14	2,450
Total	106	\$18,550

Schedule

Assuming notice to proceed in August, the following schedule is anticipated for completion of study tasks and final deliverables:

- Draft Results and Review: late-September
- Public Works Committee Packet: October 2, 2024
- Public Works Committee Presentation: October 9, 2024
- City Council Draft Results presentation: TBD
- City Council Public Hearing & 1st Reading: TBD
- City Council and 2nd Readings and Adoption: TBD
- Rate implementation: January 1, 2025

I respectfully submit this proposal, and look forward to working with you and the City.

Sincerely,



Karyn Johnson
KLJ Financial Consulting



City Council Agenda Item

Agenda Item No.: m.1.

Date: September 11, 2024

From: Charlie Bush, City Administrator

Subject: Housing Forum Discussion

RECOMMENDED ACTION:

N/A

ISSUE:

This is an opportunity to discuss the August 21st Housing Forum that occurred in the Council Chambers.

BACKGROUND/SUMMARY INFORMATION:

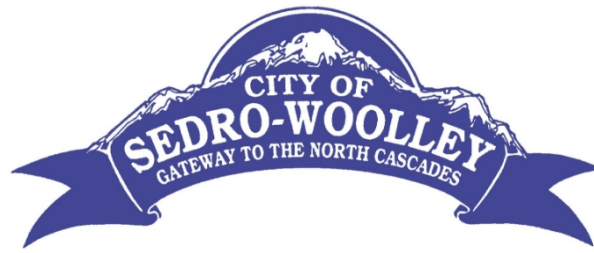
N/A

FISCAL IMPACT, IF APPROPRIATE:

N/A

ATTACHMENTS:

None



City Council Agenda Item

Agenda Item No.: m.2.

Date: September 11, 2024

From: Charlie Bush, City Administrator

Subject: House Bill 1590 Funding - Request for Proposals

RECOMMENDED ACTION:

I move to support that the attached guiding principles be reflected in an request for proposal (RFP) to be sent out regarding House Bill 1590 housing funds. I also move that this RFP be delayed until 2025, to allow for clarity of policy goals resulting from the City's Comprehensive Plan Update.

ISSUE:

How should the City determine how to spend its House Bill 1590 housing funds?

BACKGROUND/SUMMARY INFORMATION:

During 2023, the City of Sedro-Woolley allocated 40% of its House Bill 1590 funding (see attachments for more information on House Bill 1590) to support funding a Notice of Funding Opportunity (NOFA) related to Skagit County's North Star Project. The City has not spent any of its House Bill 1590 capital funds to date. The City's agreement with Skagit County expired on June 30th.

Forty percent is the maximum amount of House 1590 funding that can be spent on operations supporting housing services. A minimum of 60% of the funding must be spent on capital housing projects (bricks and mortar). Up to 100% of the 1590 funds could be spent on capital. The City has not spent any funding on capital expenditures to date.

During the summer of 2024, staff, the Mayor, and the City Council briefly discussed developing a Request for Proposals (RFP) to solicit ideas from housing related agencies regarding how the funds could best be spent. This was in response to a City Council request to hear more ideas. Tonight's discussion includes the attached recommended guiding principles for framing such an RFP.

In light of heavy community engagement around housing in the City's current Comprehensive Plan Update process and the policy clarity that will result from work on the Comprehensive Plan's Housing Element, staff recommend delaying an RFP until 2025. At that time, the City's new Comprehensive Plan Housing Element will include specific strategies for achieving housing targets at various income levels, including those that would qualify to receive House Bill 1590 funding. The RFP criteria could be further adjusted at that time to make sure that these limited funds are spent in a way that helps the City receive a maximum return on investment towards its 20-year housing targets.

FISCAL IMPACT, IF APPROPRIATE:

There is no fiscal impact for issuing the RFP, other than staff time and perhaps a small amount of advertising costs. Attached is a budget report regarding our House Bill 1590 funding balances.

ATTACHMENTS:

1. 1590 RFP Guiding Principles
2. House Bill 1590 Funding Options
3. HB 1590 Summary_2024.08.23(Updated)
4. 1590.PL

City of Sedro-Woolley
Request for Proposals (RFP): House Bill 1590 Funding
Guiding Principles for Development

Respondents:

- Must have a qualifying project under House Bill 1590's restrictions.
- If applying for capital funding, the project must be financially and administratively sustainable by the applying agency or agencies for a period of 25 years. The applying agency or agencies must provide a sustainability plan to the City in response to the RFP.
- Demonstrate the ability to comply with all reporting requirements related to House Bill 1590, including keeping careful records and being available for audit by the City and the State. Such compliance must not put a significant extra administrative burden on the City. The City is not planning to hire additional staff dedicated to housing to administer these funds.
- Contribute to satisfying one, or several, of the housing policy goals within the City Comprehensive Plan's Housing Element. Respondents should cite the specific policy or policies they are addressing and to what extent they anticipate impacting that policy.
- If applying for capital funding, state the number of units to be preserved or created with the funding, and what Average Median Income (AMI) population those units will serve. If the proposal is for services, provide background on the number of people to be served and their anticipated outcomes.
- For capital projects, the applicant/applicants must demonstrate the capacity to develop, own and operate the proposed project. Eligible entities include nonprofit organizations, private for-profit organizations, public housing authorities, public development authorities, and units of local government. Partnerships involving combinations of the above groups are encouraged, especially when necessary to demonstrate capacity in all areas of the project.
- Capital project(s) must be located within the corporate limits of the City of Sedro-Woolley or the services rendered must be located within the corporate limits of the City of Sedro-Woolley.

House Bill 1590 Funding Options

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

2024 BUDGET POSITION

City Of Sedro-Woolley

Time: 09:48:47 Date: 08/23/2024

Page: 1

117 Housing and Related Services 01/01/2024 To: 12/31/2024

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 31 00 117 Beg Cash & Investments - Restricted	478,916.19	478,916.19	0.00	100.0%
308 Beginning Balances	478,916.19	478,916.19	0.00	100.0%

310 Taxes

313 25 00 000 Housing And Related Services Sale And Use Tax	258,606.00	163,289.82	95,316.18	63.1%
310 Taxes	258,606.00	163,289.82	95,316.18	63.1%

397 Interfund Transfers

397 00 01 116 Transfer-In from Fund 116	10,389.00	10,388.90	0.10	100.0%
397 Interfund Transfers	10,389.00	10,388.90	0.10	100.0%

Fund Revenues:	747,911.19	652,594.91	95,316.28	87.3%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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551 00 01 117 Affordable Housing - NOFA	109,100.00	55,994.87	53,105.13	51.3%
	109,100.00	55,994.87	53,105.13	51.3%

Fund Expenditures:	109,100.00	55,994.87	53,105.13	51.3%
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Fund Excess/(Deficit):	638,811.19	596,600.04
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Description	YTD Revenues	YTD NOFA Expenditures	Upcoming NOFA	Balance Remaining
60%	391,556.95			391,556.95
40%	261,037.96	(55,994.87)	(41,216.01)	163,827.08
Total	652,594.91	(55,994.87)	(41,216.01)	555,384.03

Current Balance Checkfigure 596,600.04

CERTIFICATION OF ENROLLMENT

HOUSE BILL 1590

66th Legislature
2020 Regular Session

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

**Speaker of the House of
Representatives**

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

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

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

Chief Clerk

FILED

**Secretary of State
State of Washington**

HOUSE BILL 1590

AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

State of Washington

66th Legislature

2019 Regular Session

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Veterans;

(iii) Senior citizens;

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

(v) Unaccompanied homeless youth or young adults;

(vi) Persons with disabilities; or

(vii) Domestic violence survivors.

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

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

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

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

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

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

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

--- END ---



City Council Agenda Item

Agenda Item No.: m.3.

Date: September 11, 2024

From: Bill Bullock, Public Works Director

Subject: Professional Services Agreement - Reichhardt & Ebe Engineering Inc - John Liner Arterial Improvement Project

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to execute a contract with Reichhardt & Ebe Engineering Inc for engineering, design, and right of way services for the John Liner Arterial Improvements project in the amount not to exceed \$357,204.09.

ISSUE:

The City conducted an interview selection process between Reichhardt & Ebe and TranTech Engineering on July 1, 2024. Both firms submitted excellent proposals; the interview team selected Reichhardt & Ebe as the preferred candidate.

BACKGROUND/SUMMARY INFORMATION:

The John Liner Arterial Improvements project is the next segment of the John Liner/Jones Road Corridor. This project is federally funded and extends from the future SR 9 roundabout slated for construction in 2025 to Reed Street. The design will generally consist of a two-lane road with curb, gutter and sidewalk on the south side and curb, gutter and a shared use path on the north side, new storm drainage system, and illumination. Due to new environmental permitting requirements, this project will require a Biological Assessment to determine potential impacts. This is a much higher level of documentation than originally anticipated when developing the grant funding package in 2022; additional funding (approx. \$130,000) to cover this larger effort will be available in April 2025.

Current project funding:

PE = \$226,111/\$35,289 match

R/W= \$210,089/\$32,788 match

Cons= \$617,956/\$96,444 match/TIB \$1,300,000

FISCAL IMPACT, IF APPROPRIATE:

This initial contract will be for an amount not exceed \$357,204.09. The right of way phase will be awarded by contract amendment in 2026 for approximately \$250,000 (federally funded R/W phase).

ATTACHMENTS:

1. John Liner - Contract - Sedro-Woolley - 22035.1

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Reichhardt & Ebe Engineering Inc.		
Address 423 Front Street, Lynden, WA 98264	Federal Aid Number STBGUM-7390(003)	
UBI Number 601-434-842	Federal TIN 951582134	
Execution Date	Completion Date 12/31/2029	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title John Liner Road Arterial Improvements		
Description of Work Reconstruction John Liner Road including drainage, curbs, sidewalk, shared use path, HMA, pavement markings, and illumination. See attached Exhibit A		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 357,204.09

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name: William Bullock, PE		Name: Nathan Zylstra	
Agency: City of Sedro-Woolley		Agency: Reichhardt & Ebe Engineering Inc.	
Address: 325 Medcalf St		Address: P.O. Box 978	
City: Sedro-Wooley State: WA Zip: 98284		City: Lynden State: WA Zip: 98264	
Email: bullock@sedro-woolley.gov		Email: nathanz@recivil.com	
Phone: 360-855-0771		Phone: 360-354-3687	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

LA 10752

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Julie Rosario
Agency: City of Sedr-Woolley
Address: 325 Medcalf St
City: Sedro-Woolley State: WA Zip: 98284
Email: jrosario@sedro-woolley.gov
Phone: 360-855-0771
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

See Attached Exhibit A

Exhibit B

DBE Participation Plan

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

See Attached:

SBE Plan

SBE Certs for:

Land Development & Engineering Services dba Larry Steele and Associates

Cowling and Associates dba Widener and Associates

RES Group Northwest



Small Business Enterprise (SBE) Plan

Agreement Number: STBGUM-7390(003)

Title: John Liner Road Arterial Improvements

Statement of Commitment:

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

Nathan Zylstra, P.E., Principal
Reichhardt & Ebe Engineering

Mission Statement:

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

SBE Plan Roles:

Business Owner/Project Manager:

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

Contract Administrator:

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

Bookkeeper:

- Monitor and ensure prompt payment to all subconsultants.

SBE Firm Name	Agreement or Task Order Amount
RES Group Northwest	\$ 30,956.80
Land Development and Engineering Services dba Larry Steele and Associates	\$ 12,135.70
Cowling & Associates dba Widener & Associates	\$118,898.21

Business & Contact Information

BUSINESS NAME	Land Development Engineering & Surveying, Inc., DBA LDES Inc
OWNER	Mr. Ramon Llanos
ADDRESS	5160 INDUSTRIAL PLACE SUITE 108 Ferndale, WA 98248 [map]
PHONE	360-383-0620
FAX	360-383-0639
EMAIL	ramon@ldesinc.com
WEBSITE	http://www.ldesinc.com
COUNTY	Whatcom (WA)

Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Licensed professional civil engineering, land surveying, & planning services including topography base mapping and boundaries. Projects completed for residential, governmental, municipal, industrial, educational, highways, private development, tribal land, & commercial. Project and construction management. Develop construction documents, plans, specifications, and estimates. Work with regulatory agencies on critical area studies and technical drainage reports per standards.

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 541370	Surveying and mapping services (except geophysical)

Additional Information

UDBE	Yes
SBE CERTIFICATION	Yes
UBI #	602419043
CERTIFICATION NUMBER	D5M0019910

This profile was generated on 8/1/2024

Business & Contact Information

BUSINESS NAME	Cowling & Co. LLC, DBA Widener & Associates
OWNER	Ms. Jordan Widener
ADDRESS	1902 120th PI SE Suite 202 Everett, WA 98208 [map]
PHONE	510-725-2291
EMAIL	jordancw@widener-enviro.com
COUNTY	Snohomish (WA)

Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Engineering consulting services; Surveying and mapping services (except geophysical); Environmental consulting services; All Other Professional, Scientific, and Technical Services; Enforcement of environmental and pollution control regulations.

Commodity Codes

Code	Description
NAICS 541330	Engineering consulting services
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541620	Environmental consulting services
NAICS 541990	All Other Professional, Scientific, and Technical Services
NAICS 924110	Enforcement of environmental and pollution control regulations

Additional Information

SBE CERTIFICATION	Yes
UBI #	603348384
CERTIFICATION NUMBER	D2F0026333

This profile was generated on 8/1/2024

Business & Contact Information

BUSINESS NAME	RES Group NW, LLC
OWNER	Ms. Sonja Davis
ADDRESS	1913 6th St Kirkland, WA 98033 [map]
PHONE	425-577-2184
FAX	000-000-0000
EMAIL	office@resgnw.com
COUNTY	King (WA)

Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Real estate consulting firm specializing in right-of-way, property acquisitions, relocation and project management.

Commodity Codes

Code	Description
NAICS 237210	Land acquisition, assembling and subdividing
NAICS 531210	Real estate brokers' offices
NAICS 531390	Consultants', real estate (except appraisers), offices

Additional Information

SBE CERTIFICATION	Yes
UBI #	603385404
CERTIFICATION NUMBER	D4F0023741

This profile was generated on 8/1/2024

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D that includes the following:

R&E - Fee

R&E - ANTE Sheet

R&E - WSDOT ICR Letter

EXHIBIT D-2
CONSULTANT FEE DETERMINATION SUMMARY SHEET

John Liner Arterial Roadway Improvements

Man-Hour and Cost Estimate

Date: August 6, 2024

PRELIMINARY

Plans, Specifications, and Estimate

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-1	T-5	T-5
		Nathan	Olivia	Grace	CAD	Clerical
1.0	PROJECT MANAGEMENT AND ADMINISTRATION					
1.1	Project Management and Administration	36				
1.2	Project Meetings					
	Kick-Off Meeting (1)	4	3	3		
	City Coordination Meetings (8)	8	8	8		
	Franchise Utility Meetings (3)	3	6	6		
	Review Meetings (3) [30%, 60%, 90%]	3	6	6		
1.3	Public Meetings	4	4	4		
1.4	Progress Reports and Invoicing					
	Monitor Scope	2				
	Monitor Budget	2				2
	Monitor Schedule / Prepare Schedule Updates	2				
	Prepare Monthly Status Reports and Invoices	6				2
	Prepare Supporting Documentation for Invoices	2				2
1.5	Quality Control / Quality Assurance	8	4			
	Sub-Total	80	31	27	0	6
2.0	DESIGN SURVEY AND BASE MAP					
2.1	Design Survey		1	1	1	
2.2	Title Reports		2	2		2
2.3	Utility Locates		1	2		
2.4	Base Map					
	Acquire and Review As-Builts		1	3		
	Prepare Preliminary Base Map		1	2	8	
	Field Verify Base Map			2	2	
	Prepare Design Base Map		1	2	8	
	Sub-Total	0	7	14	19	2
3.0	CHANNELIZATION					
3.1	Prepare Channelization Plan	1	4	4	2	
3.2	City Review and Approval	1	2	4	2	
	Sub-Total	2	6	8	4	0
4.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION					
4.1	Coordinate with Subconsultants	10	50	25		
4.2	Identify ROW Needs	1	4	6		
4.3	Public Outreach		2			2
4.4	Prepare ROW Plan	2	4	4	8	
4.5	ROWFE & Waiver Valuations	1	2	2		
	Sub-Total	14	62	37	8	2

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-1	T-5	T-5
		Nathan	Olivia	Grace	CAD	Clerical
5.0	ENVIRONMENTAL PROCESS AND PERMITTING					
5.1	Section 106 Report (Cultural and Historic Resources)	1	4		4	
5.2	Environmental Justice Survey	1	2		2	
5.3	Hazardous Materials Memo	1	2			
5.4	SEPA Checklist		2	4		
5.5	Wetland Delineation Report	1	2	4	4	
5.6	Endangered Species Impact BA Update	4	12	12		
5.7	Permits	2	4			
	Sub-Total	10	28	20	10	0
6.0	GEOTECHNICAL					
6.1	Geotechnical Evaluation and Reporting	1	2	2		
6.2	Pilot Filtration Testing (Optional)		4	4		
6.3	Cement Treated base Evaluation (Optional)	10	15	15		
	Sub-Total	11	21	21	0	0
7.0	DRAINAGE DESIGN					
7.1	Evaluate Existing Conveyance System	2	2	4		
7.2	Model Stormwater Flow and Volume	2	5	20		
7.3	Design Storm Drain Conveyance System	2	6	12	4	
7.4	Stormwater Quality and Flow Control Design	4	30	40	4	
7.5	Stormwater Report	4	8	14		
	Sub-Total	14	51	90	8	0
8.0	CIVIL DESIGN					
8.1	Geometry					
	Horizontal Alignment	2	4	8	2	
	Vertical Profile	2	4	14	2	
	Cross Sections	2	4	14	2	
	Sidewalks	2	4	12	2	
	Curb Ramps	2	4	12	2	
8.2	Private Property Matches					
	Define Property Matches	1	4	10	2	
	Define Property Restoration	1	4	10	2	
8.3	Franchise Utilities					
	Franchise Utility Improvements and Relocations	2	4	8	2	
	Franchise Utility Coordination	6	8	16		
8.4	City Utilities					
8.5	Temporary Erosion and Sedimentation Control Plan	1	1	2	4	
8.6	Traffic Control Plans	5	5	20	5	
8.7	Plan Preparation Package					
	30% Plans	2	4	4	8	
	60% Plans	2	4	6	12	
	90% Plans	2	4	6	12	
	100% / Bid Ready Plans	2	4	4	4	
8.8	Estimates					
	Quantity Take-Offs	2	6	16		
	Cost Estimates (60%, 90%, and Final Design)	2	6	16		
8.9	Specifications					
	Review WSDOT, Local Agency, and APWA GSPs	2	2			2
	Bid Proposal Form	2	4			2
	Special Provisions	4	16			4
8.10	Final Review Meeting and Comments / WSDOT Approvals	4	8	8		
	Tied Bids	2	4	4	2	
	Sub-Total	52	108	190	63	8

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-1	T-5	T-5
		Nathan	Olivia	Grace	CAD	Clerical
	TOTAL HOURS	183	314	407	112	18
	HOURLY RATE	\$ 222.21	\$ 151.89	\$ 104.07	\$ 99.85	\$ 98.45
	SUB-TOTAL	\$ 40,664.43	\$ 47,693.46	\$ 42,356.49	\$ 11,183.20	\$ 1,772.10
	TOTAL	\$ 143,669.68				

9.0	SUBCONSULTANTS	
9.1	Larry Steele & Associates, Inc.	\$ 12,135.70
9.2	Real Estate Services Group, Northwest	\$ 30,956.80
9.3	GeoEngineers, Inc.	\$ 38,543.70
9.4	Widener & Associates	\$ 118,898.21
	TOTAL	\$ 200,534.41

10.0	REIMBURSABLES	
10.1	Misc. Reproduction	\$ 500.00
10.2	Title Reports	(21) @ \$500 each \$ 10,500.00
10.3	Utility Locates	\$ 2,000.00
	Sub-Total	\$ 13,000.00

GRAND TOTAL	\$357,204.09
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DESIGN PS&E COST SUMMARY		
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	\$ 25,885.98
2.0	DESIGN SURVEY AND BASE MAP	\$ 4,614.26
3.0	CHANNELIZATION	\$ 2,587.72
5.0	ENVIRONMENTAL PROCESS AND PERMITTING	\$ 9,554.92
6.0	GEOTECHNICAL	\$ 7,819.47
7.0	DRAINAGE DESIGN	\$ 21,022.43
8.0	CIVIL DESIGN	\$ 54,810.49
9.0	SUBCONSULTANTS	\$ 169,577.61
10.0	REIMBURSABLES	\$ 13,000.00
	Design PS&E Sub-Total	\$ 308,872.88

ROW COST SUMMARY		
4.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION	\$ 17,374.41
10.0	Subconsultants	\$ 30,956.80
	ROW Sub-Total	\$ 48,331.21
	GRAND TOTAL	\$357,204.09

John Liner Arterial Roadway Improvements

August 1, 2024

Clasification	Base Rate		OH 151.28%		Fixed Fee 30.00%		Billing Rate
E-7	\$	79.00	\$	119.51	\$	23.70	\$ 222.21
E-6	\$	69.00	\$	104.38	\$	20.70	\$ 194.08
E-5	\$	61.00	\$	92.28	\$	18.30	\$ 171.58
E-4	\$	54.00	\$	81.69	\$	16.20	\$ 151.89
E-3	\$	48.00	\$	72.61	\$	14.40	\$ 135.01
E-2	\$	42.00	\$	63.54	\$	12.60	\$ 118.14
E-1	\$	37.00	\$	55.97	\$	11.10	\$ 104.07
T-7	\$	58.00	\$	87.74	\$	17.40	\$ 163.14
T-6	\$	49.00	\$	74.13	\$	14.70	\$ 137.83
T-5	\$	41.00	\$	62.02	\$	12.30	\$ 115.32
T-4	\$	35.50	\$	53.70	\$	10.65	\$ 99.85
T-3	\$	30.00	\$	45.38	\$	9.00	\$ 84.38
T-2	\$	26.00	\$	39.33	\$	7.80	\$ 73.13
T-1	\$	22.00	\$	33.28	\$	6.60	\$ 61.88
C-5	\$	45.00	\$	68.08	\$	13.50	\$ 126.58
C-4	\$	35.00	\$	52.95	\$	10.50	\$ 98.45
C-3	\$	29.00	\$	43.87	\$	8.70	\$ 81.57
C-2	\$	24.00	\$	36.31	\$	7.20	\$ 67.51
C-1	\$	20.00	\$	30.26	\$	6.00	\$ 56.26



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

March 12, 2024

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

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency

Dear Dale Buys:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 151.28%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

Schatzie Harvey (Mar 12, 2024 13:55 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

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

See attached the following:

- E-1 - GeoEngineers -
Scope, Fee, ANTE Sheet, WSDOT ICR Letter
- E-2 - Land Development and Engineering Services dba Larry Steele and Associates -
Scope, Fee, ANTE Sheet, WSDOT ICR Letter
- E-3 - Cowling & Associates dba Widener & Associates -
Scope, Fee, ANTE Sheet, WSDOT ICR Letter
- E-4 - RES Group Northwest -
Scope, Fee, ANTE Sheet, WSDOT ICR Letter

EXHIBIT E-1



554 West Bakerview Road
Bellingham, Washington 98226
360.647.1510

August 2, 2024

Reichhardt & Ebe Engineering, Inc.
P.O. Box 978
Lynden, Washington 98264

Attention: Nathan Zylstra, PE

Subject: Scope and Fee Estimate
Geotechnical Engineering Services
John Liner Road Arterial Improvements
Sedro-Woolley, Washington
File No. 3195-011-01

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) is pleased to present this scope and fee estimate for providing geotechnical engineering services to Reichhardt & Ebe Engineering, Inc. (R&E) for the John Liner Road Arterial Improvements project for the City of Sedro-Woolley, Washington (City). This proposal is based on conversations and information provided by R&E, our knowledge of the local conditions and previous experience in the area, and our experience on similar projects.

We understand the City is seeking to make improvements to John Liner Road between Township Street and Reed Street. Based on a Request for Qualifications (RFQ) from the City and preliminary concepts, we understand improvements include widening John Liner Road to include two 13-foot lanes, new curb and gutter, sidewalk on the south side, a shared use path on the north side, and planter strips as appropriate. The shared use path is currently being designed as a separate project. As currently envisioned, the project will also include evaluating stormwater management improvements and infiltration potential along the roadway. We included an optional task for completion of pilot infiltration testing (PIT) to support this evaluation if necessary.

We understand construction of the new roadway will require lowering the grade of the existing road up to 18 inches. We also understand the City is considering using cement treated base (CTB) within the pavement section to minimize the export of on-site soils and import of gravel. We have scoped to provide general CTB recommendations based on assumed soil types within the project vicinity. We included an optional task and line item below if a site specific CTB design is desired.

Based on our in-house information and geologic review, site soil conditions in the project vicinity are expected to consist of alluvium/lahar deposits composed of sand and silty sand with possible layers/lenses of fine-grained soils. Infiltration potential could be variable depending on soil layering within the alluvium/lahar deposits and elevation of the seasonal high groundwater.

Scope Of Services

The purpose of our geotechnical engineering services is to provide recommendations for the geotechnical components of the project. We propose the following specific scope of services:

TASK 100 – GEOTECHNICAL EVALUATION AND REPORTING

This task will include evaluation of existing information and preparation of a geotechnical engineering report for the proposed roadway improvements based on existing information.

- Review readily available geologic information for the project vicinity, including geologic maps and our in-house geotechnical information from nearby projects, which includes the John Liner Shared Use Path project within the same project alignment and the nearby State Route 9 and John Liner Intersection project currently in design.
- Prepare a geotechnical engineering report presenting our findings, conclusions and recommendations to support final design and construction. The geotechnical report will be presented draft for review and then final after incorporating any comments. This report will include the following:
 - Description of site conditions including detailed subsurface soil conditions encountered based on results of the previously completed field explorations and laboratory analysis. A site plan of the previously completed explorations will be included.
 - Description of the anticipated groundwater conditions, and interpretation of potential seasonal fluctuation. Groundwater monitoring at previously installed monitoring wells will be updated as data becomes available.
 - Provide a discussion of the existing pavement section encountered and discussion of the suitability of the City standard arterial pavement where widening and new pavement is required.
 - Discussion of potential for stormwater infiltration at the site and suitable types of infiltration facilities, or discussion of infiltration “infeasibility” if appropriate. Estimated infiltration rates will be provided based on Washington State Department of Ecology (Ecology) Stormwater Management Manual for Western Washington (SMMWW) guidelines, previously completed correlation with grain-size analyses, and, if completed, results of the PIT analyses (see optional task).
 - Provide general recommendations for using CTB in design of the pavement section to include:
 - Provide a range of percent cement required for subgrade support based on anticipated site soils.
 - Provide a required strength parameter for cement treated soil.
 - Provide a discussion of construction considerations for CTB.
 - Recommendations for earthwork construction of the proposed improvements including recommended temporary cut slopes, suitability of on-site soils for use as treatment and backfill, specifications for imported soil, and backfill placement and compaction requirements.
 - Additional feasibility recommendations for utility excavations, foundation support, and other geotechnical considerations, as needed.

TASK 200 (OPTIONAL) – PILOT INFILTRATION TESTING

Depending on what is needed for stormwater management within the project alignment we will determine if stormwater infiltration is a feasible alternative, and therefore if a PIT test is necessary. Based on previous site explorations, it is likely that infiltration rates will be low and seasonal high groundwater is shallow which could make infiltration infeasible, and a PIT would not be necessary.

- If infiltration is desired within the project alignment, complete two small-scale PITs in accordance with Ecology SMMWW guidelines using a subcontracted excavator. The location and depth of the PITs will be determined in collaboration with the project team prior to fieldwork. Upon completion, each PIT will be extended to a depth of 10 to 12 feet (or lesser depth as appropriate based on test pit sidewall caving or groundwater conditions) to evaluate underlying soil and groundwater conditions. It is anticipated to take 1 full day for each PIT test.
 - We assume that the City will issue a right-of-way permit for the work and any fees will be waived.
 - Perform a site visit to mark the PIT locations to facilitate the utility clearance. We will call the Washington State Utility Notification Center to clear utility locations prior to completing the PIT.
 - We have assumed that the test area will be outside of traffic lanes and traffic control will not be required.
 - Each PIT will be completed with a subcontracted excavator and water truck.
 - The exploration will be backfilled on completion with the excavated soils, which will be compacted to the extent practical using the excavator.
 - Each PIT will be monitored on a full-time basis by one of our geotechnical engineers or engineering geologists. Our representative will obtain samples of the various soils encountered, classify the materials, record data and observations during the PIT and maintain a detailed log of each exploration. These samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as deemed necessary.
 - The results of this optional task will be incorporated into the project geotechnical engineering report.

TASK 300 (OPTIONAL) – CEMENT TREATED BASE EVALUATION

Site specific CTB evaluation would include sample collection from the depth of the planned road base, laboratory testing of various cement treatment ratios, and incorporation of the results into the geotechnical report.

- Complete a site specific CTB design to include supplementary explorations, analysis and recommendations as follows:
 - Perform a site visit to evaluate existing site conditions and mark exploration locations to facilitate the utility clearance. We will call the Washington State Utility Notification Center to clear utility locations prior to completing the explorations.
 - Complete up to six shallow geotechnical borings spaced along the project alignment completed to depths of about 5 feet below ground surface (bgs). We may adjust the exact depth and locations of the borings based on existing site utilities, access and right-of-way constraints, and expected pavement sections. We have planned to complete the explorations in 1 full day.
 - The borings will be advanced with a trailer-mounted hollow-stem auger drill rig subcontracted to GeoEngineers.

- We have assumed subcontracted traffic control will be required. We have assumed that a prepared traffic control plan and coordination will be required and have included this in our cost estimate.
- The subsurface explorations will be observed by one of our geologists or geotechnical engineers on a full-time basis. Our representative will obtain bulk samples of soil near the planned subgrade elevation at each exploration, classify the materials and maintain a detailed log of each exploration. The soil samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as discussed below.
- Submit up to two composite bulk soil samples to our Redmond laboratory for soil-cement mix design testing. Soils will be mixed at three different cement ratios in accordance with Portland Cement Association (PCA) guidelines. We will complete compressive tests (six test total) on the soil cement mixes at 7 days after the samples are prepared. Based on the results of the testing we will establish a recommended cement ratio for incorporation into the pavement design.
- The results of this optional task will be incorporated into the project geotechnical engineering report.

Terms, Fee Estimate and Schedule

We are prepared to begin work on our scope of services upon receiving authorization. If none of the above-described optional tasks are desired, we anticipate that data review and our draft geotechnical report can be completed within about 2 to 3 weeks of receiving notice to proceed. If an optional task is desired, explorations typically require 6 to 8 weeks of lead-time depending on subcontractor availability. The laboratory work can be completed in approximately 3 to 6 weeks following completion of field explorations. Our geotechnical report can be available approximately 3 weeks after in-house laboratory work is complete, depending on the level of coordination necessary with the design team. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.

We propose to complete the above-described services on a time and expenses basis in accordance with the terms of our Mutual Services Agreement with R&E dated May 8, 2013, and amended August 4, 2020, and authorization provided under separate task order. We estimate that our overall fee will be \$4,464 without any optional tasks. The optional PIT will add an additional fee of \$16,096 and the optional CTB design would add an additional fee of \$17,984. Our estimated fees are in general accordance with the attached Project Cost Estimate tables and rates presented in the attached Actuals Not To Exceed (ANTE) table. We will only invoice for those services performed. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate and will not exceed this budget without written authorization.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal and look forward to working with you.

Sincerely,
GeoEngineers, Inc.



Jacob A. Gillis, EIT
Staff Geotechnical Engineer



Sean W. Cool, PE
Principal

JAG:SWC:leh:seh

Attachments:

Project Cost Estimate

Actuals Not To Exceed (ANTE) Table

One electronic copy submitted

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile, or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Project Cost Estimate



Number / Project Name
GEI: 3195-011-01 / John Liner Road Arterial Improvements

Overhead Rate	Fee %
201.36%	30.0%

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

job title	Principal	Sr Engr 1	Staff Engr 3	Staff Engr 2	Sr Tech	CAD Design	Admin 2	Admin 1
labor rate	\$89.79	\$64.08	\$49.56	\$43.68	\$33.65	\$35.16	\$33.32	\$28.68
overhead (% of labor)	\$180.80	\$129.03	\$99.79	\$87.95	\$67.76	\$70.80	\$67.09	\$57.75
fee (% of labor)	\$26.94	\$19.22	\$14.87	\$13.10	\$10.10	\$10.55	\$10.00	\$8.60
fully burdened rate	\$297.53	\$212.34	\$164.22	\$144.74	\$111.50	\$116.51	\$110.41	\$95.03

Labor:

Work Task								Hours	Cost
1	Task 100 - Geotechnical Engineering								
2	Collect/Review Available Data	1			4		1	6	\$986.89
3	Engineering Analysis				4			4	\$578.95
4	Report	2			8	1	2	13	\$2,090.29
5	Project Management	1			2		2	5	\$807.82
6								0	\$0.00
7								0	\$0.00
8								0	\$0.00
9								0	\$0.00
10								0	\$0.00
11								0	\$0.00
12								0	\$0.00
13								0	\$0.00
14								0	\$0.00
15								0	\$0.00
16								0	\$0.00
17								0	\$0.00
18								0	\$0.00
19								0	\$0.00
21								0	\$0.00
22								0	\$0.00

Total Hours	4	0	0	18	0	1	5	0	28	
Labor Costs	\$1,190.11	\$0.00	\$0.00	\$2,605.28	\$0.00	\$116.51	\$552.05	\$0.00		\$4,463.95
Reimbursible Expenses										\$0.00

Miscellaneous Expenses:	Reimbursable Cost
Item	Cost
1	
2	
4	
5	
6	
7	
Total Reimbursable Expenses	\$0.00

Total Task 100	\$4,463.95
Total Task 200 (Optional PIT)	\$16,095.97
Total Task 300 (Optional CTB Design)	\$17,983.79
TOTAL ESTIMATE (with optional tasks)	\$38,543.70

Project Cost Estimate



Number / Project Name
GEI: 3195-011-01 / John Liner Road Arterial Improvements

Overhead Rate	Fee %
201.36%	30.0%

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

job title	Principal	Sr Engr 1	Staff Engr 3	Staff Engr 2	Sr Tech	CAD Design	Admin 2	Admin 1
labor rate	\$89.79	\$64.08	\$49.56	\$43.68	\$33.65	\$35.16	\$33.32	\$28.68
overhead (% of labor)	\$180.80	\$129.03	\$99.79	\$87.95	\$67.76	\$70.80	\$67.09	\$57.75
fee (% of labor)	\$26.94	\$19.22	\$14.87	\$13.10	\$10.10	\$10.55	\$10.00	\$8.60
fully burdened rate	\$297.53	\$212.34	\$164.22	\$144.74	\$111.50	\$116.51	\$110.41	\$95.03

Labor:

Work Task								Hours	Cost
1	Task 200 - Optional PIT								
2	Field Work and Subcontractor Coordination			2			1	3	\$399.89
3	Utility Locate			4				4	\$578.95
4	Field Exploration (2 days of PITs)	2			24			26	\$3,271.12
5	Lab/Review Logs			3	8		3	14	\$1,657.46
6	Engineering Analysis		2	4				6	\$1,003.62
7	Report	2		4		1	1	8	\$1,400.92
8								0	\$0.00
9								0	\$0.00
10								0	\$0.00
11								0	\$0.00
12								0	\$0.00
13								0	\$0.00
14								0	\$0.00
15								0	\$0.00
16								0	\$0.00
17								0	\$0.00
18								0	\$0.00
19								0	\$0.00
20								0	\$0.00

Total Hours	4	2	0	17	32	1	5	0	61	
Labor Costs	\$1,190.11	\$424.67	\$0.00	\$2,460.55	\$3,568.08	\$116.51	\$552.05	\$0.00		\$8,311.97
Reimbursible Expenses										\$7,784.00

Miscellaneous Expenses:

Reimbursable Cost	
Item	
1 Misc. field equipment and shipping costs	\$150.00
2 Travel expenses (mileage at \$0.67/mile)	\$134.00
4 Subcontracted excavator	\$7,500.00
5 Subcontracted traffic control	\$0.00
6	
7	

Total Reimbursable Expenses	\$7,784.00
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TOTAL ESTIMATE	\$16,095.97
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Project Cost Estimate



Number / Project Name
GEI: 3195-011-01 / John Liner Road Arterial Improvements

Overhead Rate	Fee %
201.36%	30.0%

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

job title	Principal	Sr Engr 1	Staff Engr 3	Staff Engr 2	Sr Tech	CAD Design	Admin 2	Admin 1
labor rate	\$89.79	\$64.08	\$49.56	\$43.68	\$33.65	\$35.16	\$33.32	\$28.68
overhead (% of labor)	\$180.80	\$129.03	\$99.79	\$87.95	\$67.76	\$70.80	\$67.09	\$57.75
fee (% of labor)	\$26.94	\$19.22	\$14.87	\$13.10	\$10.10	\$10.55	\$10.00	\$8.60
fully burdened rate	\$297.53	\$212.34	\$164.22	\$144.74	\$111.50	\$116.51	\$110.41	\$95.03

Labor:

Work Task								Hours	Cost
1	Task 300 - Optional CTB Design								
2	Field Work and Subcontractor Coordination			2			1	3	\$399.89
3	Utility Locate			4				4	\$578.95
4	Field Exploration (1 day of Drilling)	1			8			9	\$1,189.55
5	Lab/Review Logs			1	2		2	5	\$588.56
6	Engineering Analysis		1	4				5	\$791.29
7	Report	3		4		1	1	9	\$1,698.45
8								0	\$0.00
9								0	\$0.00
10								0	\$0.00
11								0	\$0.00
12								0	\$0.00
13								0	\$0.00
14								0	\$0.00
15								0	\$0.00
16								0	\$0.00
17								0	\$0.00
18								0	\$0.00
19								0	\$0.00
20								0	\$0.00

Total Hours	4	1	0	15	10	1	4	0	35	
Labor Costs	\$1,190.11	\$212.34	\$0.00	\$2,171.07	\$1,115.03	\$116.51	\$441.64	\$0.00		\$5,246.69
Reimbursible Expenses										\$12,737.10

Miscellaneous Expenses:

Reimbursable Cost	
Item	Cost
1 Misc. field equipment and shipping costs	\$150.00
2 Travel expenses (mileage at \$0.67/mile)	\$87.10
4 Subcontracted drilling	\$7,000.00
5 Subcontracted traffic control	\$1,500.00
6 Laboratory Testing	\$4,000.00
7	

Total Reimbursable Expenses	\$12,737.10
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TOTAL ESTIMATE	\$17,983.79
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GeoEngineers, Inc.
Actuals Not to Exceed Table (ANTE)*
City of Sedro-Woolley
August 2, 2024

Job Classification	Not To Exceed Direct Hourly Rate	Overhead 201.36%	Fixed Fee 30%	Fully Burdened Hourly Rate
Principal	\$ 89.79	\$ 180.80	\$ 26.94	\$ 297.53
Associate	\$ 80.28	\$ 161.65	\$ 24.08	\$ 266.01
Senior Engineer/Scientist 2	\$ 68.22	\$ 137.37	\$ 20.47	\$ 226.06
Senior Engineer/Scientist 1	\$ 64.08	\$ 129.03	\$ 19.22	\$ 212.33
Project Engineer/Scientist 2	\$ 56.96	\$ 114.69	\$ 17.09	\$ 188.74
Project Engineer/Scientist 1	\$ 53.89	\$ 108.51	\$ 16.17	\$ 178.57
Staff 3 Engineer	\$ 49.56	\$ 99.79	\$ 14.87	\$ 164.22
Staff 3 Scientist	\$ 46.22	\$ 93.07	\$ 13.87	\$ 153.16
Staff 2 Engineer	\$ 43.68	\$ 87.95	\$ 13.10	\$ 144.73
Staff 2 Scientist	\$ 39.87	\$ 80.28	\$ 11.96	\$ 132.11
Staff 1 Engineer	\$ 38.75	\$ 78.03	\$ 11.63	\$ 128.41
Staff 1 Scientist	\$ 37.80	\$ 76.11	\$ 11.34	\$ 125.25
Lead Technician	\$ 40.04	\$ 80.62	\$ 12.01	\$ 132.67
Senior Technician	\$ 33.65	\$ 67.76	\$ 10.10	\$ 111.51
Technician	\$ 28.13	\$ 56.64	\$ 8.44	\$ 93.21
CAD Design Coordinator	\$ 46.94	\$ 94.52	\$ 14.08	\$ 155.54
CAD Designer	\$ 35.16	\$ 70.80	\$ 10.55	\$ 116.51
CAD Technician	\$ 25.31	\$ 50.96	\$ 7.59	\$ 83.86
Administrator 3	\$ 39.66	\$ 79.86	\$ 11.90	\$ 131.42
Administrator 2	\$ 33.32	\$ 67.09	\$ 10.00	\$ 110.41
Administrator 1	\$ 28.68	\$ 57.75	\$ 8.60	\$ 95.03

*Invoiced labor rates will not exceed the maximum direct rates.



Washington State
Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 6, 2024

GeoEngineers, Inc.
17425 NE Union Hill Rd, Suite 250
Redmond, WA 98052

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Jane Lu:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 201.36% of direct labor (rate includes 0.70% of Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by BDO USA, P.C. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

Schatzie Harvey (Jun 6, 2024 14:04 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

GeoEngineers, Inc.

Consolidated Statement of Direct Labor, Fringe Benefits, and General Overhead

Year ended December 31, 2023

	General Ledger Balance	Unallowable Expenses	Reference	Proposed Amount	Percent (%)
Direct Labor	\$ 22,386,289	\$ -		\$ 22,386,289	100.00%
Fringe Benefits					
Payroll taxes	\$ 3,507,500	\$ (245,987)	A	\$ 3,261,513	14.57%
Group insurance	4,140,930	-		4,140,930	18.50%
Worker's compensation	89,021	39,521	T	128,542	0.57%
Vacation, holiday, and sick pay	5,478,013	-		5,478,013	24.47%
Profit-sharing and 401(k) contributions	1,669,404	(63)	T	1,669,341	7.46%
Bonuses and severance pay	4,000,869	(725,087)	B	3,275,782	14.63%
Total Fringe Benefits	18,885,737	(931,616)		17,954,121	80.20%
General Overhead					
General administrative labor	11,210,311	(268,729)	C	10,941,582	48.88%
Bid and proposal labor	1,762,003	-		1,762,003	7.87%
Direct selling labor	1,514,270	(471,953)	D	1,042,317	4.66%
Office rent and maintenance	4,044,641	(86,816)	E, T	3,957,825	17.68%
Telecommunications	268,360	(3,480)	F	264,880	1.18%
Business taxes other than federal income tax	1,605,926	(5,284)	P	1,600,642	7.15%
Subscriptions, stationery, and supplies	249,250	(31,237)	F, G	218,013	0.97%
Travel	1,480,071	(387,871)	H, R	1,092,200	4.88%
Company vehicles	479,194	(479,194)	I	-	-
Professional dues and meetings	832,118	(96,679)	J	735,439	3.28%
Depreciation	1,321,097	(424,319)	I, U	896,778	4.01%
Equipment rental and maintenance	61,890	(1,462)	F	60,428	0.27%
Bad debt	143,974	(143,974)	K	-	-
Professional consultants	1,270,429	(211,845)	L	1,058,584	4.73%
Entertainment and advertising	236,293	(209,390)	M	26,903	0.12%
Field and laboratory supplies	250,044	(24,725)	N	225,319	1.01%
Insurance	991,948	2,051	O, T	993,999	4.44%
Computer maintenance and software	1,901,561	(12,172)	E	1,889,389	8.44%
Recruiting and relocation	200,253	(11,783)	B, P	188,470	0.84%
Contributions	19,692	(19,692)	Q	-	-
Fines and penalties	14,256	(14,256)	F	-	-
Employee health and welfare	292,373	(280,897)	E, R	11,476	0.05%
Total General Overhead	30,149,954	(3,183,707)		26,966,247	120.46%
Total Indirect Costs and Overhead	\$ 49,035,691	\$ (4,115,323)		\$ 44,920,368	200.66%
Indirect Cost Rate, before FCCM	219.04%			200.66%	
Facilities Capital Cost of Money (FCCM)	-	157,030	S	157,030	0.70%
				\$ 45,077,398	
Indirect Cost Rate, including FCCM (%)				201.36%	

See accompanying notes to the Schedule.

GeoEngineers, Inc.

Consolidated Statement of Direct Labor, Fringe Benefits, and General Overhead

References to Adjustments

- A Fringe benefits adjustment for unallowable direct selling labor and unallowable bonuses per 48 CFR 31.201-6(e)(2).
- B Unallowable bonuses per 48 CFR 31.205-6(e), and 6(f), 48 CFR 31.205-13, and 48 CFR 31.205-41. Severance pay is allowable only to the extent that it's required by law, employment agreement, established policy, or circumstances of the particular employment per 31.205-6(g).
- C Indirect labor adjustment required to meet Professional Services Management Journal (PSMJ) 2023 - 25th percentile of Direct Labor (an average of Environmental, Engineering-Prime, Engineering-Subcontractor firms), as required by WSDOT, as a percentage of total labor (53.80%).
- D Unallowable marketing activities per 48 CFR 31.205-1, 14, 38, and 41.
- E Assigned parking costs unallowable per 48 CFR 31.201-2 and 3; unallowable office for the benefit of employee per 48 CFR 31.201-3.
- F Fines and penalties unallowable per 48 CFR 31.205-15(a).
- G Promotional materials unallowable per 48 CFR 31.205-1(f)(5), 48 CFR 31.205-15(a), and 48 CFR 31.201-2(d).
- H Vehicle costs unallowable per 48 CFR 31.201-2(d); travel in excess of federal per-diem unallowable per 48 CFR 31.205-46; unallowable marketing activities per 48 CFR 31.205-1, 14, and 38; entertainment unallowable per 48 CFR 31.205-14; alcoholic beverages unallowable per 48 CFR 31.205-51.
- I Vehicle costs unallowable per 48 CFR 31.201-2(d).
- J Dues to social clubs, memberships in civic and community organizations unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; lobbying unallowable per 48 CFR 31.205-22; and marketing costs unallowable per 48 CFR 31.205-1, 14, and 38.
- K Bad debts unallowable per 48 CFR 31.205-3.
- L Direct project costs unallowable per 48 CFR 31.202(a); unallowable marketing activities per 48 CFR 31.205-1, 14, and 38; organizational costs per 48 CFR 31.205-47(f)(2) and 48 CFR 31.205-27.
- M Unallowable marketing and entertainment activities per 48 CFR 31.205-1, 14, and 38; entertainment unallowable per 48 CFR 31.205-14; advertising unallowable per 48 CFR 31.205-38(b)(1).
- N Vehicle costs unallowable per 48 CFR 31.201-2(d); direct project costs unallowable per 48 CFR 31.202(a).
- O Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v).
- P Unallowable taxes per 48 CFR 31.205-41.
- Q Contributions unallowable per 48 CFR 31.205-8.
- R Social activities unallowable per 48 CFR 31.205-14; employee gifts and recreation unallowable per 48 CFR 31.205-13(b).
- S Costs of money adjustment allowable per 48 CFR 31.205-10(a).
- T Prior-year costs unallowable per 48 CFR 31.203(g)(2); credits are applied in accordance with 48 CFR 31.201-5.
- U Amortization of goodwill unallowable per 48 CFR 31.205-49.



Land Development Engineering & Surveying, Inc.

Also DBA Larry Steele & Associates

5160 Industrial Place, Suite 108, Ferndale, WA 98248

PH: (360) 383-0620

www.Ldesinc.com

PH: (360) 676-9350

www.Lsasurvey.com



August 6, 2024

RE: City of Sedro Woolley/Reichhardt & Ebe Engineering Inc.
John Liner Rd. Arterial Improvements Project
Rev. 1 (of proposal dated 7-30-24)

Prepared By: Erich Kleinknecht, PLS
erich@lsasurvey.com

Please consider the enclosed proposal for professional surveying services on the above mentioned project. We have attempted to capture all the items we believe will be necessary to complete this project. If you feel that we have excluded or included an item that doesn't match your needs for this project, please contact our office and we would be happy to make the desired corrections.

If you have any questions or concerns, please contact our office.

Sincerely,

Erich Kleinknecht, PLS
Senior Land Surveyor

RE: City of Sedro Woolley/Reichhardt & Ebe Engineering Inc.
John Liner Rd. Arterial Improvements Project
Rev. 1 (of proposal dated 7-30-24)

ESTIMATED PROPOSAL VALUES

Total Estimated Proposal Value.....**\$12,135.70**

SCOPE OF WORK DETAILS

- **Topographic Surveying** – LDES/LSA will review our existing topographic base map for completeness and add to it as necessary if any conditions have changed since our last visit to this site, or if the Project Engineer has specific areas they would like more information at. LDES/LSA will provide an updated base map to the Project Engineers as negotiated. A maximum of three days for a two-person field crew has been estimated for this purpose.

NOTES:

- This proposal is based on the best research of available information LDES/LSA was able to acquire. **Additional costs** may accrue if unforeseen issues arise. LDES will notify the Project Engineer if issues arise due to excessive brush, incomplete or erroneous legal description, or other unforeseen issues are encountered.
- It is assumed that revisiting buried utilities within this project area is not necessary. If that is not the case, please inform us as we may need to revise the above proposed scope and fee.

WSDOT Agreement: ANTE FYE 2023 ICR
LDIES INC DBA Larry Steele & Associates (LSA)
5160 Industrial Pl Suite # 108, Ferndale WA 98248
ACCEPTED ANTE RATE OF 171.19 (May 2024)

Job Classifications	Estimated Hours	Direct Labor Rate	Direct Labor Cost	Overhead 171.19%	Fixed Fee 30.00%	Item Cost
ADMINISTRATOR SURVEY		\$31.00	\$0.00	\$0.00	\$0.00	\$0.00
ADMINISTRATOR SURVEY	2	\$33.50	\$67.00	\$114.70	\$20.10	\$201.80
CAD SURVEY TECH JR		\$23.00	\$0.00	\$0.00	\$0.00	\$0.00
CAD SURVEY TECH SR	130	\$38.75	\$5,037.50	\$8,623.70	\$1,511.25	\$15,172.45
CONTRACT ADMINISTRATOR		\$31.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACT ADMINISTRATOR		\$33.50	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACT ADMINISTRATOR	2	\$55.00	\$110.00	\$188.31	\$33.00	\$331.31
CONTROLLER		\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CREW - PARTY CHIEF		\$36.50	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CREW - PARTY CHIEF	30	\$43.25	\$1,297.50	\$2,221.19	\$389.25	\$3,907.94
FIELD CREW - PARTY CHIEF		\$31.50	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CREW - CHAINPERSON		\$25.75	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CREW - CHAINPERSON	30	\$31.50	\$945.00	\$1,617.75	\$283.50	\$2,846.25
Jr. SURVEY TECH		\$31.50	\$0.00	\$0.00	\$0.00	\$0.00
LAND SURVEYOR IN TRAINING		\$43.25	\$0.00	\$0.00	\$0.00	\$0.00
PROF LAND SURVEYOR		\$52.50	\$0.00	\$0.00	\$0.00	\$0.00
PROJECT MANAGER: SURVEYING		\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
SENIOR PROF LAND SURVEYOR	50	\$55.00	\$2,750.00	\$4,707.73	\$825.00	\$8,282.73
Sr. SURVEY TECH		\$36.50	\$0.00	\$0.00	\$0.00	\$0.00
Sr. SURVEY TECH	3	\$43.25	\$129.75	\$222.12	\$38.93	\$390.79
Sr. SURVEY TECH		\$43.25	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00
	247					
		Totals:	\$10,336.75	\$17,695.48	\$3,101.03	\$31,133.26
					Gand Total	\$31,133.26

May 9, 2024

Land Development Engineering & Surveying, Inc.
5160 Industrial Place #108
Ferndale, WA 98248

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Louise Salem:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 171.19%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(May 9, 2024 14:06 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT E-3

John Liner Road Arterial Improvement

CITY OF Sedro-Woolley

ENVIRONMENTAL PROCESS AND PERMITTING

SCOPE OF SERVICES

Widener & Associates in cooperation with R&E will complete the following work. The scope of this work provides for the completion of the necessary SEPA documents and checklist followed by the Endangered Species Memorandum, and Wetland Delineation Report. The work will be performed in accordance with City of Sedro-Woolley administration code requirements and USACE Wetland Delineation manual. Widener will also be coordinating with the FHWA for the discipline reporting. The following tasks are anticipated with this project:

1. Section 106 Report (Cultural and Historic Resources)

This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

- Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
- The Consultant will maintain contact with the local tribes for any information on historic Indian use of the project area.
- A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.

- All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the City.

Deliverable(s)

- One (1) electronic PDF of a draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethnos history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations will also be extended to any cultural resources that may be significant. Monitoring of construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.
- One (1) electronic PDF of a revised draft Section 106 report incorporating City comments.
- Three copies of a final Section 106 report incorporating FHWA/WSDOT comments.

2. Environmental Justice Survey

Services required to complete an environmental justice (EJ) analysis includes the following main components:

- Collecting demographic data for the project area using local data sources and the US Census Data.
- Identifying any environmental justice populations in the area (minority or low-income populations).
- Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
- Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverables:

- Three copies of the draft EJ documentation will be provided.
- Three copies of the final EJ documentation will be provided incorporating City comments.
- Three copies of the final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

3. Hazardous Materials Memo

A Hazardous Materials Memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on this project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present; or those with strong pungent or noxious odors. The scope of services for this study will include:

- A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by the City.
- A review of historical aerial photographs, fire insurance maps, City directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
- Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
- A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Deliverables

- Three copies of the draft Hazmat Memo will be provided.

- Three copies of the Hazmat Memo will be provided incorporating City comments.
- Three copies of the final Hazmat Memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

4. SEPA Checklist

The Consultant shall complete appropriate SEPA Checklist and a notice of determination documentation in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City to address comments on the SEPA Checklist and provide support for the SEPA determination process.

Deliverables:

- SEPA Checklist
- SEPA determination

5. Wetland Delineation Report

The purpose of the wetland report is to identify jurisdictional wetland within the project corridors of Pepin Creek and the proposed alignment with the final alignment delineation submitted to the USACE for the Jurisdictional determination. The Consultant shall develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The Consultant shall delineate wetlands within project area. The Consultant shall prepare a comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to the USACE.

Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE. Widener will provide the GPS survey mapping for this task.

Deliverables:

- Electronic copy of a draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.

6. Endangered Species Impact BA update

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed, and a consultation strategy will be developed.

Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.

Conduct a field reconnaissance to investigate on-site habitat conditions.

Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.

Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.

Provide the draft BA to the County for review and approval.

Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.

Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.

If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the County and FHWA to jointly discuss the recommendations.

Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s)

- Three copies of a draft BA for review by County with accompanying draft special provisions if required.
- Three copies of a draft BA, incorporating the County's comments, for submittal to FHWA/WSDOT.
- Three copies of a revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
- Three copies of a final BA that incorporates NOAA Fisheries and USFWS comments.

7. Permits

Widener will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following:

- JARPA USACE Section 404 Permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the City. Draft application, including supporting information, shall be submitted to the City for review and comment. Revised permit application shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permit.

Deliverables:

- Draft JARPA
- Final JARPA

Exhibit A						
Project Name	John Liner Rd Arterial Improvements					
Client	Reichhardt & Ebe - Nathan Zylstra					
Location	City of Sedro-Woolley	Date				7/27/2024
	Project Manager	Senior Biologist	Project Biologist			
	Hours	Hours	Hours			
TASKS						
1. Section 106 Report (Cultural and Historic Resources)						
Draft Checklist	2	16	24			
Final Checklist	1	8	12			
2. Environmental Justice Survey						
Draft Checklist	2	16	24			
Final Checklist	1	8	12			
3. Hazardous Materials Memo						
Draft Checklist	2	16	24			
Final Checklist	1	8	12			
4. SEPA Checklist						
Draft Checklist	2	16	24			
Final Checklist	1	8	12			
5. Wetland Delineation Report						
Field Work	4	16	20			
GIS Mapping		16	20			
Draft Report	20	8	40			
Final Report	10	8	10			
6. Endangered Species Impact /Biological Assessment						
Draft BA	12	20	120			
Final BA	6	40	60			
7. Permitting						
Draft JARPA	12	8	40			
Final JARPA	8	4	24			
Section 404 permit coordination	30	8	16			
Total hours	114	224	494			
Summary	Hours	Direct Labor Rate	ICR 137.62%	Fixed Fee 30%	Project Rate (DSC+ICR+FEE)	Total Labor Cost
Project Manager	114	\$80.00	\$110.10	\$24.00	\$214.10	\$24,406.94
Senior Biologist	224	\$65.00	\$89.45	\$19.50	\$173.95	\$38,965.47
Project Biologist	494	\$42.00	\$57.80	\$12.60	\$112.40	\$55,525.80
TOTAL ESTIMATED COST						
						\$118,898.21
Cowling & Co. L.L.C. dba WIDENER & ASSOCIATES						

Exhibit A					
Project Name	John Liner Rd Arterial Improvements				
Client	Reichhardt & Ebe - Nathan Zylstra				
Location	City of Sedro-Woolley			Date	6/3/2021
	Project Manager	Senior Biologist	Project Biologist		
	Hours	Hours	Hours		
Section 106 Memo					
Draft Checklist	2	16	24		
Final Checklist	1	8	12		
EJ MEMO					
Draft Checklist	2	16	24		
Final Checklist	1	8	12		
Hazmat Memo					
Draft Checklist	2	16	24		
Final Checklist	1	8	12		
EJ MEMO					
SEPA Checklist					
Draft Checklist	2	16	24		
Final Checklist	1	8	12		
Wetland Delineation Report					
Field Work	4	16	60		
GIS Mapping		16	40		
Draft Report	20	8	120		
Final Report	10	8	40		
Wetland Mitigation Plan					
Draft Mitigation Plan	24	12	80		
Final Mitigation Plan	8	4	40		
Endanger Species Impact Memo/BE update					
Draft BE	12	20	120		
Final BE	6	40	60		
Scoping & Preapplication Meeting with USACE					
Draft Alternative Analysis Report	12	16	40		
Final Alternative Analysis Report	6	8	20		
Preapplication meeting	12	8	8		
Permitting					
Draft JARPA	12	8	40		
Final JARPA	8	4	24		
WDFW HPA	24	8	8		
Section 404 permit	30	8	16		
Section 401 permit	30	8	12		
Shorelines	16	24	60		
Total hours	237	240	824		
Summary	Hours	Direct			Cost
Project Manager	237	\$170.40			\$40,385
Senior Biologist	240	\$120.00			\$28,800
Project Biologist	824	\$86.80			\$71,523
TOTAL ESTIMATED COST					\$140,708
Cowling & Co. L.L.C. dba WIDENER & ASSOCIATES					

Actual Not to Exceed Table
Project Coordination Services
Effective June 14, 2024
Cowling & Company LLC DBA Widener & Associates

Job Classifications	Labor Rates	137.62%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE	NTE	NTE	NTE
Project Manager	\$80.00	\$110.10	\$24.00	\$214.10
Senior Project Specialist/Biologist	\$65.00	\$89.45	\$19.50	\$173.95
Project Specialist/Biologist	\$42.00	\$57.80	\$12.60	\$112.40
Business Manager	\$50.00	\$68.81	\$15.00	\$133.81
Clerical	\$35.00	\$48.17	\$10.50	\$93.67



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 14, 2024

Cowling & Co., LLC dba Widener & Associates
1902 120th Pl SE, Suite 202
Everett, WA 982058

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Jeanette Widener:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 137.62%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jun 17, 2024 04:51 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms



July 28, 2024

SCOPE OF WORK AND COST ESTIMATE:
City of Sedro-Woolley, John Liner Rd. Arterial Improvements

PROJECT OVERVIEW AND SCOPE OF WORK

Reichhardt & Ebe Engineering Inc. is the (PRIME) consultant with RES GROUP NW (RESGNW) serving as a sub-consultant on the project for City of Sedro-Woolley, John Liner Rd. Arterial Improvements. The project is to upgrade the segment to serve a complete streets configuration with two 13foot lanes, new curb and gutter, sidewalk on the south side, a ten-foot shared use path on the northside (currently in design as a separate TAP project), and a 3.5-foot planter strip as appropriate. The proposed project will require permanent acquisition from six (6) private properties and additional 24 Temporary Easements along the alignment. It is not anticipated that the acquisitions will impact current utilization of the properties.

The project is funded with federal and local funds. All acquisition activities will follow “best practices” of the Federal Highways Administration policies and procedures as well as all applicable federal, state and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

Preliminary Right-of-Way Services

PROJECT FUNDING ESTIMATE (ROWFE) AND WAIVER VALUATIONS.

Following review of the right-of-way plan, SOVA (Appraisal Consultant) will prepare Waiver Valuations for all impacted parcels. The ROWFE report will utilize consistent comparable sales and valuation techniques. Waiver Valuations will be written for those acquisitions valued under \$35,000, in compliance with 49 CFR 24.102 (c)(2)(ii). Appraisal consultant and contract will be handled by RESGNW and will make necessary recommendations to the Prime and the City.

TITLE REVIEW, CLEARING AND CLOSING

Temporary Easements only acquisition do not require title reports or escrow closing. RESGNW will do due diligence in obtaining and researching last recorded vesting to verify ownership for each parcels.

Acquisition Services

RIGHT-OF-WAY DOCUMENTATION, NEGOTIATIONS AND CLOSING

RESGNW will assist the Agency in developing all right-of-way documents/offer letters in accordance with the Agency’s right-of-way procedures manual for acquisition of impacted properties. RESGNW will draft the acquisition documents using the Agency approved forms or OC any forms that are created directly by the Agency staff for pre-acquisition review.

RESGNW agents will act in good faith at all times and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. We will identify property owner issues, concerns and differences early on and document that information in the individual parcel negotiation diaries. RESGNW will work with Agency staff throughout the negotiation process with the property owner until settlement is reached on each parcel.



Acquisition and Relocation Services

RIGHT-OF-WAY CERTIFICATION

~~RESGNW will assemble the project's final parcel files and draft the supporting certification memo and property interest's summary. RESGNW will maintain constant contact with the local WSDOT LPA coordinator throughout the project, follow the WSDOT LAG manual and Uniform Act guidelines, and use the prescribed right of way documents with as little deviation as possible.~~

Cost Estimate

Payment to RESGNW for its professional services is not dependent upon outcome, the amount or terms of any agreement reached for the property, or on any contractual arrangement between the City and any third party.

Prime agrees to compensate RESGNW for actual professional services rendered as follows: Our fees for services are calculated based upon the applicable hourly rates for those professionals who perform the work at hand. The billing rate is \$145.68 per hour for all tasks performed under this agreement. In addition, necessary travel time and mileage will be billed at the current year's IRS standard mileage reimbursement rate.

FUNDING ESTIMATE, AOS SUMARIES,

Sova Consulting (25 Appraisal Waivers 6 Fee and 19 TE)	\$ 30,000.00
	\$25,000.00

~~NEGOTIATIONS~~

R/W Acquisitions 45 hours per parcel x 30	1,350 hours @ \$145.68 hour	\$ 196,668.00
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~~WSDOT CERTIFICATION & PROJECT MANAGMENT~~

Project Manager 25 + 90 hours	115 hours @ \$145.68 hours =	\$16,752.00
10	10 hours	\$1,456.80

ODC: Estimated Mileage and Postage Reimbursement	\$ 4,500.00
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TOTAL ESTIMATED COST:	\$ 269,174.40
	\$30,956.80

Reichhardt & Ebe Engineering Inc.

RES GROUP NW LLC.



Allowed Not to Exceed Rates (ANTE)									
Rate Effective Period: July 1, 2024 - June 30, 2025									
effective date:		7/1/2024							
						Current ICR %		72.33%	
						Fee %		30.00%	
Job Classifications	Direct Salary Range		Overhead Burden Range		Fee Range		Hourly Bill Rate		
	Min	Max	Min	Max	Min	Max	Min	Max	
Project Manager	\$ 72.00	\$ 90.00	\$ 52.08	\$ 65.10	\$ 21.60	\$ 27.00	\$ 145.68	\$ 182.10	
Sr Acquisition/Relocation Agent	\$ 72.00	\$ 90.00	\$ 52.08	\$ 65.10	\$ 21.60	\$ 27.00	\$ 145.68	\$ 182.10	
Project Lead	\$ 62.50	\$ 78.13	\$ 45.21	\$ 56.51	\$ 18.75	\$ 23.44	\$ 126.46	\$ 158.07	
Right of Way Agent III	\$ 53.13	\$ 66.41	\$ 38.43	\$ 48.03	\$ 15.94	\$ 19.92	\$ 107.49	\$ 134.36	
Right of Way Agent II	\$ 42.50	\$ 53.13	\$ 30.74	\$ 38.43	\$ 12.75	\$ 15.94	\$ 85.99	\$ 107.49	
Right of Way Agent I	\$ 34.00	\$ 42.50	\$ 24.59	\$ 30.74	\$ 10.20	\$ 12.75	\$ 68.79	\$ 85.99	
Jr Right of Way Agent/Tech II	\$ 33.00	\$ 41.25	\$ 23.87	\$ 29.84	\$ 9.90	\$ 12.38	\$ 66.77	\$ 83.46	
Jr Right of Way Agent/Tech I	\$ 25.00	\$ 31.25	\$ 18.08	\$ 22.60	\$ 7.50	\$ 9.38	\$ 50.58	\$ 63.23	
Right of Way Technition III	\$ 41.25	\$ 51.56	\$ 29.84	\$ 37.30	\$ 12.38	\$ 15.47	\$ 83.46	\$ 104.33	
Right of Way Technition II	\$ 33.00	\$ 41.25	\$ 23.87	\$ 29.84	\$ 9.90	\$ 12.38	\$ 66.77	\$ 83.46	
Right of Way Technition I	\$ 28.50	\$ 35.63	\$ 20.61	\$ 25.77	\$ 8.55	\$ 10.69	\$ 57.66	\$ 72.08	
Contract Specialist II	\$ 45.00	\$ 56.25	\$ 32.55	\$ 40.69	\$ 13.50	\$ 16.88	\$ 91.05	\$ 113.81	
Contract Specialist I	\$ 33.00	\$ 41.25	\$ 23.87	\$ 29.84	\$ 9.90	\$ 12.38	\$ 66.77	\$ 83.46	

May 17, 2024

RES Group NW, LLC
1913 6th Street
Kirkland, WA 98033

Subject: Acceptance FYE 2023 ICR – Audit Office Review

Dear Tim Davis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2023 Indirect Cost Rate (ICR) of 72.33% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (May 22, 2024 05:48 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Reichhardt & Ebe Engineering, Inc.

whose address is

423 Front Street - Lynden, WA 98264

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the

City of Sedro-Woolley

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

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Sedro-Woolley

I hereby certify that I am the:

☒ Certified Authority

☐ Other

of the City of Sedro-Woolley, and Reichhardt & Ebe Engineering, Inc.

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

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

I acknowledge that this certificate is to be furnished to the City of Sedro-Woolley

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

Signature

Date

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

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

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant) Date

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

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

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

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

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

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant) Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of John Liner Road Arterial Improvements * are accurate, complete, and current as of 08/01/2024 **.

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

Firm: Reichhardt & Ebe Engineering, Inc.

Signature

Title

Date of Execution _____***.

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A .

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

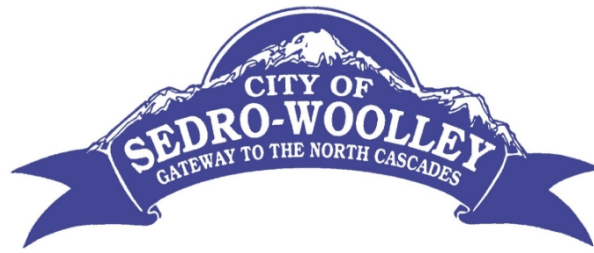
The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation,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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



City Council Agenda Item

Agenda Item No.: m.4.

Date: September 11, 2024

From: Bill Bullock, Public Works Director

Subject: Surplus Vehicle/Equipment - Resolution 1148-24

RECOMMENDED ACTION:

Motion to approve authorization for the mayor to surplus the following vehicles and equipment.

- | | | | |
|------------|-------------------|------------|--------------|
| • Unit 409 | 1FDXE45S94HA07078 | Ford E-450 | TV Van |
| WWTP | | | |
| • Unit 8 | 1GNEL19W6XB177152 | Chevy | Astro Van |
| Parks | | | |
| • Unit 144 | M0G345D140812 | John Deere | GX 345 mower |
| Parks | | | |

ISSUE:

Should we surplus the following equipment?

BACKGROUND/SUMMARY INFORMATION:

- Unit 409 1FDXE45S94HA07078 Ford E-450 TV Van WWTP is the old TV truck that WWTP used for many years. WWTP has received their new TV van and have been using it. We kept this as a backup just in case of an issue with the new equipment. This vehicle will be sent to auction. All monies received will go back into the ERR for use with other WWTP equipment.
- Unit 8 1GNEL19W6XB177152 Chevy Astro Van Parks, this is an old janitorial van, and it needs an estimated \$6,000 worth of work to keep it in good working order. The van is only worth about \$5,800 according to the current market. This vehicle will be sent to auction. All monies received will go back into the ERR for use with other Parks equipment.
- Unit 144 M0G345D140812 John deere GX 345 mower Parks this is an older mower that has been passed down many times and is now in need of about \$3,800 worth of work including electrical and some cylinder work. the mower is not worth keeping at this point. This vehicle will be sent to auction. All monies received will go back into the ERR for use with other Parks equipment.

FISCAL IMPACT, IF APPROPRIATE:

We may receive monies back from the sales of the equipment at auction. This varies widely depending on market conditions and the type of equipment and what someone is willing to pay for it. Totals are yet to be determined. Monies from the sales will be put back into the ERR to help with upcoming purchases.

ATTACHMENTS:

1. 2024 surplus resolution unit 409-8-144

RESOLUTION NO. 1148 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	N/A	1FDXE45S94HA07078	Ford	E-450	TV Van
2	N/A	1GNEL19W6XB177152	Chevy	Astro Van	Van
3	N/A	M0G345D140812	John deere	GX 345	mower

PASSED by majority vote of the members of the Sedro-Woolley City Council this 11th day of September 2024

Julia Johnson, Mayor

Kelly Kohnken, Finance Director

Approved as to form:

Nikki Thompson, City Attorney



City Council Agenda Item

Agenda Item No.: m.5.

Date: September 11, 2024

From: Bill Bullock, Public Works Director

Subject: Agreement - Waste Management Inc. - Recycling Processing

RECOMMENDED ACTION:

Motion to approve authorization for the Mayor to execute a contract with Waste Management Inc (WM) for Recycling processing services.

ISSUE:

This is an updated agreement with WM we have been using their services for processing our recycling. The old contract is about to expire, and we need to get a new contract in place. There is also a price increase with this new contract of \$30.00 per ton. Our new rate to dispose of our recycling is \$237.04 per ton. This will be an increase of around \$19,400 per year based on current tonnages. The total estimated yearly cost will be around \$150,000 for recycling disposal depending on the tons collected.

BACKGROUND/SUMMARY INFORMATION:

WM has been processing our recycling since 2015. They are the only company in Skagit county that takes recycling for processing. Price increases for all things in the garbage and recycling world are increasing. I continue to explore other options as they come up.

FISCAL IMPACT, IF APPROPRIATE:

This initial contract will be for an amount of around \$150,000 per year, which is an increase of \$19,400 over 2023. This increase depends on tonnage collected throughout the year. This amount will be covered in the 2025 cost increase to rate payers. Which is yet to be determined. We are working on the rate study which will be coming in September 2024.

ATTACHMENTS:

1. Sedro Woolley Contract-REDLINE-05212024 (002) Final 8-29-2024

RECYCLING AGREEMENT

This RECYCLING AGREEMENT ("Agreement") is made and entered into as of [September 1, 2024] (the "Effective Date"), by and between Waste Management of Washington, Inc., a Delaware corporation ("WM") and the City of Sedro-Woolley, Washington, a municipality (the "City"). WM and the City may be referred to herein collectively as the Parties and individually as a Party.

RECITALS

- A. **WHEREAS** the City of Sedro-Woolley has collected Recyclables from residential premises within the city limits since September 1, 2015.
- B. **WHEREAS** WM owns and operates Waste Management of Skagit County, located at 12122 Bay Ridge Drive, Burlington, WA 98230 (the "WM Facility"); and
- C. **WHEREAS** City has determined that it would be in the best interests of its citizens to contract with Company to provide for the receipt, processing, and marketing of Recyclables, and the disposal of residue, in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) **"Applicable Law"** means any law, regulation, requirement, or order of any federal, state, or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to performance under this Agreement.
- (b) **"Equipment"** means all containers, tractors, trailers, motor vehicles, cranes, top pickers and other equipment utilized by the City and/or WM for the collection, transportation, handling, processing, and disposal of Recyclables, pursuant to the terms of this Agreement.

(c) **"Excluded Materials"** mean radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under Applicable Law, materials containing information (in hard copy, electronic format, or otherwise) which information is protected or regulated under Applicable Law, including, but not limited to the *Health Insurance Portability and Accountability Act of 1996*, as amended, and/or any other waste not approved in writing by WM. Furthermore, deliveries of materials which contain more than 15% non-Recyclables, shall be deemed Excluded Materials. Title to, ownership of, and liability for, Excluded Materials, shall at all times remain with the generator, except as provided in Section 4, below.

(d) **"Recyclables"** mean the materials described as such in the Recyclables Specifications, as set forth in Exhibit A and attached hereto.

TERMS AND CONDITIONS

1. **TERM.** The initial term of this Agreement shall be for a period of three (3) years, commencing on [9/1/2024] and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on [9/31/2027]. Prior to the expiration of the initial term or an extension thereof, the Parties may, by mutual consent, agree to extend the term of this Agreement for two (2) additional periods of two (2) years each, upon their written agreement, given at least ninety (90) days prior to the expiration of the then-current term.

2. DELIVERY; ACCEPTANCE OF RECYCLABLES.

2.1 Beginning on the Effective Date, and throughout the term of this Agreement, and any extension hereof, the City shall deliver to the WM Facility all commingled Recyclables collected from its residential curbside recycling program and commercial customers, as well as other Recyclables agreed upon in writing by the City and WM.

2.2 Beginning on the Effective Date and throughout the term of this Agreement, WM shall accept at the WM Facility commingled Recyclables received, collected, handled, transported and/or processed by the City and required to be delivered pursuant to this Section 2. WM shall recycle Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such residue remaining after appropriate processing of Recyclables. WM makes no representations as to the recyclability of Recyclables and may dispose of such Recyclables when no reasonable commercial market exists or if delivered materials contain any non-Recyclables. In the event

there is no commercially reasonable available market for one or more Recyclables, WM will notify the City via email regarding disposal.

2.3 The City acknowledges that the WM Facility has strict daily tonnage limitations, and that WM has commitments to other customers and the public which require the Parties to cooperate with each other and coordinate with other users of the WM Facility to work within such limits and maximize the use of available daily capacity.

3. WM COMPENSATION.

3.1 Base Rate. The City shall pay WM the initial per ton fee of \$237.04 for Recyclables (the "Base Rate"), as compensation for Recyclables the City delivers to the WM Facility, as may be adjusted throughout the term of this Agreement, and any extension hereof, pursuant to the terms of this Agreement.

3.2 Annual Rate Adjustments. Commencing on September 1, 2024, and on the same date annually thereafter (each, an "Adjustment Date"), the Base Rate, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index ("CPI") for Urban Consumers: Water and Sewer and Trash Collection Services (Series CUUR0000SEGH), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to the Adjustment Date. At least sixty (60) days prior to each Adjustment Date, WM shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Base Rate shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year.

3.3 Extraordinary Rate Adjustments. WM may increase the Base Rate every ninety (90) days to reflect WM's actual increased costs or reduced revenue associated with its performance of services under this Agreement. WM will notify the City via email regarding extraordinary adjustments requests. In the event that the City does not agree to WM's Base Rate adjustment request, it may provide WM with ninety (90) days' prior written notice of the City's intent to terminate this Agreement.

3.4 Contamination Surcharge. Once per year WM may perform a Composition Audit (as defined in Exhibit B, attached hereto) of material delivered to the WM Facility under this Agreement. Audits may be more frequent if WM identifies consistently higher levels of

contamination. The Composition Audits will be performed pursuant to the protocol set forth in Exhibit B. If a Composition Audit results in more than 10.00% contamination (i.e., non-Recyclables), there will be a contamination surcharge added to WM's monthly invoice to the City, in addition to any other adjustments to the Base Rate, as follows:

- (a) Multiply the Percentage Differential by the tons of Recyclables delivered during the applicable billing cycle.
- (b) Multiply the result from (a) above by the Snohomish County Regional System Disposal Rate ("Disposal Rate"); and
- (c) The result from (b) above will be the Contamination Surcharge added to the applicable WM invoice.

The following is an example where contamination identified in a Composition Audit was 10% and 100 tons were delivered in the previous month:

$$10\% \times 100 \text{ tons} = 10 \text{ tons}$$

$$10 \times \text{Disposal Rate} = \text{Contamination Surcharge}$$

The Contamination Surcharge would be added to WM's monthly invoice to the city.

3.5 Payment. On a monthly basis during the term of this Agreement, WM shall invoice the City for the actual tons of Recyclables delivered by or on behalf of the City during the preceding month. The City shall pay the full amount of each invoice to WM within thirty (30) days of the date of each invoice. On any past due amounts, the City shall pay a late fee and service charge accruing from the date of the invoice at a rate of twelve percent (12%) per annum, except WM shall not charge a late fee if paid within thirty (30) days and the reason for late payment is due to scheduling issues of the City Council. WM may suspend performance hereunder due to non-payment of invoices.

4. EXCLUDED MATERIALS; INSPECTION; REJECTION. The City shall not deliver any Excluded Materials to the WM Facility. WM shall have the right to inspect, analyze or test any waste delivered by the City. WM shall have the right to reject, refuse or revoke acceptance of any waste if, in the opinion of WM, the waste or tender of delivery fails to conform to, or the City fails to comply with, the terms of this Agreement, including the delivery of waste meeting the definition of Recyclables hereunder. In the event WM, by notice to the City, rejects or revokes acceptance of waste hereunder, the City shall, at its

sole cost, immediately remove or arrange to have the rejected waste removed from WM's control or property. If the rejected waste is not removed within twenty-four (24) hours from receipt of notice, WM shall have the right and authority to handle and dispose of the rejected or Excluded Materials. The City shall pay and/or reimburse WM for any and all costs, damages and/or fines incurred as a result of or relating to the City's tender or delivery of Excluded Materials to the WM Facility, or other failure to comply with or conform to the terms of this Agreement, including, without limitation, costs of inspection, testing, analysis, handling, and disposal of Excluded Materials.

5. LIMITED LICENSE TO ENTER. The City and its agents, assignees and subcontractors shall have a limited license to enter the WM Facility for the sole purpose of off- loading Recyclables at an area designated, and in the manner directed, by WM. The City shall, and shall ensure that its agents, assignees, and subcontractors, comply in all material respects with all rules and regulations of the WM Facility, including those relating to the use and operation of the WM Facility and conduct of persons on the premises of the WM Facility, as the same may be amended by WM from time to time. WM may reject Recyclables, deny the City or its agents, assignees and subcontractors' entry to the WM Facility, and/or terminate this Agreement, subject to Section 8 below, in the event of the City's or its agents, assignees or subcontractors' failure to follow any such rules and regulations.

6. TIME OF DELIVERY. The City shall be entitled to deliver Recyclables to the WM Facility during normal business hours, which hours are subject to change from time to time, in WM's sole discretion, upon thirty (30) days' written notice to the City.

7. FORCE MAJEURE. Except for the failure to make payments when due, neither Party shall be in default for its failure to perform or delay in performance caused by an uncontrollable circumstance, and the affected Party shall be excused from performance during the occurrence of such events; provided, however, that WM shall have a reasonable time during which to assess the impacts caused by such events and sole discretion to determine whether it will make repairs and resume all or part of the operations or whether it will terminate all operations at the WM Facility. For purposes of this Agreement, "**Uncontrollable Circumstances**" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), explosions, accident to machinery, pipelines or materials, power failure, damage to or destruction of the WM Facility, acts of domestic or foreign governments or

governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

8. DEFAULT; TERMINATION. Except for any Uncontrollable Circumstances (see Section 7 above), either Party shall have the right to terminate this Agreement upon giving the other Party written notice, if the other Party (i) fails to make any payment required hereunder, not disputed in good faith, within thirty (30) days after receiving notice of any such non-payment from the non-defaulting Party, or (ii) materially breaches any of its representations and warranties set forth in Sections 9 or 10 below, or (iii) materially fails to comply with any Applicable Law, or (iv) breaches any other material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching Party, provided that, with regard to breaches identified in clauses (iii) or (iv) above, in the event the breaching Party shows good cause why it should be entitled to reasonable additional time to cure the breach, the non-breaching Party shall allow such reasonable additional time, not to exceed ninety (90) days. In addition, WM shall have the right to terminate this Agreement upon ninety (90) days' written notice to the City if any Applicable Law prohibits WM from operating the WM Facility as contemplated by this Agreement.

9. CITY WARRANTIES. The City warrants and represents that:

9.1 The materials delivered to the WM Facility from the City's collection vehicles or otherwise by the City or its agents or subcontractors shall conform to the Recyclables Specifications, as set forth in Exhibit A and attached hereto.

9.2 The City shall establish and maintain a program of operating and monitoring procedures for its Recyclables collection activities, to prevent transportation or delivery of Excluded Materials to the WM Facility.

9.3 The City possesses the Equipment, plant, and employee and/or subcontractor resources required to meet its obligations under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be fit for use and maintained in a good and safe condition.

9.4 The City shall ensure its drivers and operators are fully aware of WM's Recyclable Materials Specifications as set forth in Exhibit A, attached hereto, and WM's prohibition of the delivery of any Excluded Materials; and

9.5 The City shall fully comply with Applicable Law, as defined herein.

10. WM WARRANTIES. WM warrants and represents that:

10.1 WM possesses the Equipment, plant and employee resources required to meet its obligations under this Agreement, and the Equipment shall, at all times relevant to the performance of services hereunder, be fit for use and maintained in a good and safe condition.

10.2 The WM Facility has, and shall maintain throughout the term of this Agreement, all permits, licenses, certificates and/or approvals required by Applicable Law; and

10.3 WM will handle Recyclables in a safe and workmanlike manner, and shall otherwise fully comply with Applicable Law, as defined herein.

11. INSURANCE. WM and the City each warrant that it shall, and shall ensure that its agents, Affiliates and subcontractors, secure and maintain in full force and effect throughout the term of this Agreement insurance coverage for commercial general liability (bodily injury and property damage), automobile liability and workers' compensation insurance with statutory limits, or the following limits, whichever are greater: commercial general liability \$2,000,000 combined single limit per occurrence and aggregate; automobile liability \$2,000,000 combined single limit per occurrence and aggregate; and workers' compensation with statutory limit. WM shall ensure that it secures and maintains pollution liability \$2,000,000 each occurrence and aggregate. The City shall be named as an Additional Insured on the commercial General Liability, Pollution Liability, and Auto Liability policies regarding activities performed by or on behalf of WM and WM shall provide the City with a certificate of said coverage annually.

12. INDEMNITY.

12.1 Indemnity. To the fullest extent permitted by law, each Party (each, an "Indemnitor") shall defend, indemnify and hold harmless the other Party, its affiliates, and their respective employees, officers, directors, agents and subcontractors (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations and warranties of the Indemnitor set forth above, or any negligent actions or omissions of Indemnitor, its affiliates, employees, officers, directors, agents or subcontractors, in the performance of this Agreement. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any

negligent actions or omissions of the Indemnitees. Notwithstanding the foregoing, or anything else in this Agreement to the contrary, the City shall be liable and shall defend, indemnify and hold harmless WM for Damages (including, but not limited to, reasonable investigation and reasonable legal expenses) arising from, related to or caused by the presence, handling or disposal of Excluded Materials delivered to the WM Facility by the City or its affiliates, its agents or subcontractors.

12.2 Notice; Defense. In the event of any suit against any Indemnatee under this Section 12, the Indemnitor shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. The Indemnatee shall have the right to approve counsel chosen by the Indemnitor to litigate such suit which approval shall not be unreasonably withheld. In the event a dispute exists over whether a Party is entitled to indemnification, each Party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing Party shall be entitled to indemnification for its reasonable defense costs incurred prior to resolution.

12.3 Insurance. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds and the Party indemnifying the other Party shall be liable hereunder to pay only its share of the amount of Damages, if any, that exceed the total amount that all insurance has paid for the Damages, plus the total amount of all deductible and self- insured expenses paid under all insurance policies.

13. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns provided that the rights, obligations, and duties of each Party as specified in this Agreement may not be transferred, assigned, or otherwise vested in any other entity or person without the prior written approval of the other Party, which approval shall not be unreasonably withheld. For the purposes of this Section 13, a "successor" shall include but not be limited to anyone acquiring all or any material part of the assets of the City or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, installment sale contract, leasehold interest, lease-option contract, or by sale assignment, or transfer of any beneficial interest in or to any material part of the assets of the City, or by any other method of conveyance. In such event, the City shall ensure that any such successor shall assume all the City's obligations under this Agreement with the consent of WM as provided herein. Notwithstanding the foregoing, WM may assign or transfer its rights and obligations hereunder to an affiliate of WM or a subsidiary of WM's parent company without seeking or obtaining the approval of the City.

14. NOTICES. All notices required by this Agreement shall be deemed received: (a) on the date they are personally delivered, (b) on the date they are sent via email provided that: (1) the email has left the author's computer system and the author's email service has not returned any error in respect of this email and (2) the receiving Party's representative(s) have replied to acknowledge receipt of the email, or (c) when ~~or~~ sent by United States Post Office certified mail, postage prepaid, return receipt requested, or overnight delivery by a nationally recognized courier/delivery service, to the Parties' addresses set forth below, , or to such other address as either Party shall specify by written notice so given.

If to the City:

City of Sedro-Woolley
Attention: Solid Waste Supervisor
325 Metcalf Street
Sedro-Woolley, WA 98284

Email: [INSERT

EMAIL]Ljacobs@sedro-woolley.gov

If to the Collector:

Waste Management of Washington, Inc.
Attention: Area Director, Public Sector
Solutions
720 – 4th Avenue, Suite 400
Kirkland, WA

Email: mevens4@wm.com

With a copy to:

Waste Management of Washington, inc.
Attention: Area Senior Legal Counsel
7227 NE 55th Ave.
Portland, OR 97218

Email: alewis@wm.com

15. INDEPENDENT CONTRACTOR. Each Party hereto is and shall perform its respective obligations under this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other Party.

16. NON-WAIVER. The failure of either Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of any such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

17. ENTIRE AGREEMENT; AMENDMENT. The Recitals are incorporated into and form a part of this Agreement. This Agreement constitutes the entire agreement between the

Parties concerning the subject matter herein and supersedes all other communications, representations, proposals, understandings, or agreements , either written or oral, between the Parties, with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writingsigned by both Parties.

18. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed to be severed from this Agreement and shall not affect the remainder hereof, which shall remain in full force and effect; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed by Applicable Law, to the intent and meaning of the severed provision.

19. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington regardless of any conflict of law provisions. All disputes regarding the terms of this Agreement shall be heard in Skagit County District Court.

20. COUNTERPARTS; SIGNATURES. This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Agreement and binding on the Parties.

* * *

Signatures on the following page.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the dates set forth below. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

**THE CITY OF
SEDRO-WOOLLEY, WASHINGTON**

By: _____
Name: Jason S. Rose
Title: Vice President
Date: _____

By: _____
Name: Julia Johnson
Title: Mayor – City of Sedro-Woolley
Date: _____

ATTESTED

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

RECYCLABLE MATERIALS SPECIFICATIONS

Recyclables should be empty, clean, and loose. No plastic bags in recycling.

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS/NON-RECYCLABLE MATERIALS
Glass	Bottles and jars.	Remove lids; empty of all food or liquids; labels do not need to be removed.	Any glass that is not a bottle or jar, including but not limited to leaded glass, windows, mirrors, baking dishes, storage dishes, ceramic, plates, glassware, storage jars, and canning jars.
Paper	Office paper, copy paper, construction paper, newspaper and paper inserts, magazines and paper inserts, catalogs, mail and paper inserts, envelopes, paper bags, cereal, cookie and cracker boxes, paper towel tubes, toilet paper tubes, tissue boxes, non-foil wrapping paper, kraft paper bags.	Remove any non-paper materials and plastic packaging. Plastic windows in paper envelopes are acceptable. Paper must be clean and dry.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper, stickers, labels, photos, carbon paper, receipts, paper affixed to magnets; wax or poly-coated cups, cartons, or aseptic containers; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue.
Cardboard	Cardboard boxes, cardboard packaging, cardboard beverage 'flats' or nursery 'flats'.	Flatten all cardboard; remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. Do not bundle with tape or twine (external tape is acceptable); oversized cardboard may be placed next to container; materials must be dry.	Waxed, wet, or soiled cardboard.

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS/NON-RECYCLABLE MATERIALS
Metal	Aluminum cans and tin cans.	Remove all exterior packaging; remove lids; empty of all food or liquids; labels do not need to be removed.	Aluminum foil and trays; sharp or greasy metal; batteries; propane tanks; microwaves; electrical cords; cell phones; car snow chains; empty aerosol cans; metal appliances.
Plastic	PET/PETE bottles (#1 plastic) HOPE bottles/jugs (#2 plastic) Dairy tubs, e.g. butter, yogurt, cottage cheese (#5 plastic)	Plastic bottles with plastic screw-on lids are acceptable if lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids, or other debris; labels do not need to be removed.	#3, #4, #6 & #7 plastics, plastic bags, plastic cups, plastic film; plastic bottles that contained household hazardous waste; deli, bakery and produce clamshell containers; loose lids (any size); plant trays; PVC; large rigid plastic, e.g., outdoor furniture, laundry baskets, swimming pools, toys, etc.; hoses; landscaping/sprinkler tubing.

EXHIBIT B

COMPOSITION AUDITS

"Composition Audits" of Recyclables will determine the percentage of each category of materials found in the materials delivered by or on behalf of the City. The protocol for conducting audits will consist of the following standards:

- a) WM will weigh each receptacle before the Composition Audit begins to establish an accurate tare weight for each receptacle before weighing each component sample. The City's drivers will be instructed by WM's scale clerk and traffic controllers where to empty loads of Recyclables. After the vehicle empties the entire load onto the tip floor, a random sample will be selected from the pile, from which a minimum two hundred pounds (200 lbs.) (approximately 3 cubic yards) random sample will be removed. A quantity of ten (10), two hundred pounds (200 lbs.) random samples of Recyclables (from different routes/times of day/days of the week) will be segregated, sorted, and weighed (each, an "Audit"). The samples will be transported to the sorting area to be hand sorted. Components will be sorted into bins and/or carts based on material type/size, and each material will be weighed to the nearest tenth of a pound. After all samples have been collected, weighed, and recorded, composition and quantity estimates of Recyclables are calculated and recorded. Audit results shall be averaged and used to calculate the inbound composition of Recyclables.
- b) WM will notify the City in advance of all prospective Audit dates/times at least one (1) week prior to undertaking an Audit. The City may have a representative present at all Audits.



City Council Agenda Item

Agenda Item No.: n.1.

Date: September 11, 2024

From: Julia Johnson, Mayor

Subject: 2025 Legislative Agenda - AWC Board of Directors - Legislative Priorities Committee

RECOMMENDED ACTION:

Information item, no recommended action.

ISSUE:

BACKGROUND/SUMMARY INFORMATION:

FISCAL IMPACT, IF APPROPRIATE:

ATTACHMENTS:

1. LPC adopted recommendations

Legislative Priorities Committee adopted recommendations to the AWC Board of Directors for the 2025 Legislative Agenda

Priority Issues

1. Fiscal Sustainability

- Revise the property tax cap to tie it to inflation, up to 3%, so that local elected officials can adjust the local property tax rate to better serve their communities.

2. Public Safety

- Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
- Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
- Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
- Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.

3. Infrastructure investment

- Advocate for direct and meaningful investments in traditional local infrastructure (such as drinking water, wastewater, and stormwater systems) for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account.
- Support sustainable state transportation revenue that provides funding for local preservation, maintenance, and operations including direct distributions to cities and town in addition to grant opportunities.
- Develop new fiscal tools to build infrastructure to support housing development and growth including increased funding for the Connecting Housing and Infrastructure Program (CHIP).
- Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority, harmonizing REET 1 & 2, and the ability to set a progressive rate model similar to the one the state has adopted.

4. Increase behavioral health treatment capacity statewide

- Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification and workforce development for co-responders.
- Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient; support

continued expansion of forensic behavioral health treatment capacity; support additional mental health support for students

Significant Issues

1. Indigent defense

- The State Supreme Court is considering new reduced case load standards for indigent defense. Cities support a separate and more detailed analysis of the current state of indigent defense for misdemeanor cases to determine what changes in the standard are warranted. Cities also seek enhanced state funding for indigent defense.

2. Organized retail theft

- Support additional prosecutorial and law enforcement resources to address retail theft.

3. Increasing housing supply

- Support Real Estate Transfer Tax dedicated to funding affordable housing.
- Explore new funding options for needs along the housing continuum, including home ownership and senior housing
- Explore dedication of existing revenues to housing purposes including insuring that funding is available for small and medium-sized cities and towns in both eastern and western Washington.

4. Incentivize condominium construction

- Work with coalition to support further progress in the development of condominiums. Seek a study of liability issues to develop recommendations to address barriers to construction of new condominiums.

5. Preserve manufactured home parks

- Advocate for more funding to support tenant acquisition of manufacture home parks including extending the existing 70-day purchase window.
- Expand CHIP program to cover septic conversions in parks.

6. Fish passage

- Support inclusion of local fish barrier correction investments in any state transportation investments.
- Support full funding of Brian Abbott Fish Barrier Board list.

7. Homelessness response

- Support encampment resolution work in cities and private lands. Advocate for increased state funding for encampment removal on local right of ways.
- Support increased state investment in emergency and transitional housing.

8. Product stewardship for packaging (WRAP Act)

- Support proposals to establish a product stewardship framework for packaging to reduce the impact on local solid waste programs.

9. Reduce city liability exposure

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.

- Explore tort reforms that would reduce liability and related costs for cities particularly in the area of traffic related claims.

10. Public records

- Continue to pursue updates to the Public Records Act (PRA) to reduce the impacts of vexation litigation.

11. Nutrient General Permit

- Continue effort to gain state support for investments to update Marine Dissolved Oxygen Criteria last set in 1967.

12. Increase availability of affordable and accessible childcare

- Support efforts to increase affordable childcare access statewide, including reducing barriers for providers; construction of new facilities, increasing workforce development, increasing access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas.

Support issues

1. Tax code structural changes

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

2. Therapeutic Courts, Community Courts, Diversion Programs

- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs.

3. Gun Violence

- Support efforts to reduce gun violence including additional local options for regulation of firearms in certain public spaces.

4. Behavioral health workforce

- Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders.

5. B&O Tax on royalties

- Support clarification of how to apply B&O taxes to business revenue related to royalties.

6. Asylum seeker and migrant assistance

- Advocate for support for additional assistance for arriving migrants and asylum seekers including centralize state efforts to provide case management resources. Support efforts to reduce impacts on cities that are experiencing high-numbers of unsupported asylee and migrant arrivals.

7. Balancing employee leave and benefits requirements

- Seek opportunities to balance costs and reduce unintended impacts on employers from expansion of leave laws and other proposed employee benefit enhancements.

8. Public meetings

- Explore Open Public Meeting Act (OPMA) updates to help address the trend of increasing disruptive activities and hate speech during public meetings.

9. Emergency management and response

- Expand support to cities for prevention, planning, response, and recovery for wildfire and other natural disasters.
- Provide 100% reimbursement to cities that provide fire fighting support for state wildland fire deployments. Currently, the state only provides 70-75% reimbursement which disincentivizes city fire service participation.

10. First responder mental wellness

- Support efforts to increase programs to improve first responder mental well-being and evaluate current approach to workers compensation claims to focus on prevention and return to work options and reduction of PTSD claims. Evaluate the process for responding to PTSD claims to improve outcomes.

11. Elections

- Support policies that preserve community decision-making and input regarding how local elections are administered.

12. Increase digital equity and accessibility statewide

- Advocate for statewide funding that supports affordable connectivity.
- Support policies that increase digital literacy and adoption.

13. Electrical grid stability

- Support policies that enhance stability and productivity of the electrical grid as electrification of transportation and other arenas increases demand.

14. Increase tools for annexation

- Create new financial incentives to encourage municipal annexations

15. Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations

- Require county to apply city development standards in unincorporated UGA to facilitate future annexations.

16. Amend the Involuntary Treatment Act (ITA)

- Explore efforts to reform the Involuntary Treatment Act to allow for expanded use of ITA holds for individuals who consistently refuse necessary treatment.

17. Firefighter safety and electrification response

- The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) as created new challenges for the fire service. Support efforts to provided new and increased training on best practices for responding to EV and ESS fires.

18. State Crime Lab

- Increase resources for the state crime lab to ensure timely processing of evidence.